



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

Header 1

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1394254

Procurement Type: Central Master Agreement

Vendor ID: VS0000011071 

Legal Name: LNK LLC

Alias/DBA:

Total Bid: \$199,470.00

Response Date: 04/29/2024 

Response Time: 10:16

Responded By User ID: juliabarker 

First Name: Julia

Last Name: Barker

Email: julia.barker@drugtestingce

Phone: 3043448378

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2400000085

Published Date: 4/22/24

Close Date: 4/29/24

Close Time: 13:30

Status: Closed

Solicitation Description: DRUG AND ALCOHOL TESTING 8324C000076

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1394254
Solicitation Description: DRUG AND ALCOHOL TESTING 8324C000076
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-04-29 13:30	SR 0803 ESR04292400000006477	1

VENDOR
 VS0000011071
 LNK LLC

Solicitation Number: CRFQ 0803 DOT2400000085
Total Bid: 199470
Response Date: 2024-04-29
Response Time: 10:16:24
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@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	On-Site Urine Collection	1400.0000	EA	80.000000	112000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WV DOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	On-Site Urine Collection - After Hours	10.00000	EA	90.000000	900.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WV DOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	On-Site Alcohol (Breath) Test	250.00000	EA	45.000000	11250.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WV DOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	On-Site Alcohol (Breath) Test - After Hours	10.00000	EA	55.000000	550.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WV DOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Collector Testimony	1.00000	DAY	5.000000	5.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Deposition	1.00000	DAY	5.000000	5.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Expert Witness Testimony	1.00000	DAY	5.000000	5.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Laboratory Litigation Packages	1.00000	EA	5.000000	5.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Scheduled Clinic Visit - Urine Collections	900.00000	EA	80.000000	72000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:**Extended Description:**

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Scheduled Clinic Visit - Alcohol (Breath) Test	20.00000	EA	50.000000	1000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:**Extended Description:**

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Reasonable Suspicion Test-Urine Collection- Business Hours	5.00000	EA	120.000000	600.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:**Extended Description:**

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Reasonable Suspicion Test-Urine Collection- After Hours	5.00000	EA	120.000000	600.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:**Extended Description:**

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Reasonable Suspicion Test-Alcohol Breath Test-Business Hours	5.00000	EA	55.000000	275.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:**Extended Description:**

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Reasonable Suspicion Test-Alcohol Breath Test-After Hours	5.00000	EA	55.000000	275.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

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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
Medical

Proc Folder: 1394254		Reason for Modification:	
Doc Description: DRUG AND ALCOHOL TESTING 8324C000076		ADDENDUM NO_1 Vendor Questions and Responses Bid Opening Moves to 04/29/2024	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-22	2024-04-29 13:30	CRFQ 0803 DOT2400000085	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000011071
Vendor Name : LNK, LLC dba Drug Testing Centers of America
Address : 100
Street : Lee St. W
City : Charleston
State : WV **Country :** United States **Zip :** 25302
Principal Contact : Julia A. Barker
Vendor Contact Phone: 304-344-8378 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Julia A. Barker* **FEIN#** 81-4022435 **DATE** April 29, 2024

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services involving WVDOT agency employees, and individuals proposed to become WVDOT agency employees, in all 55 counties of the State of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

DIVISION OF HIGHWAYS
 HUMAN RESOURCES
 DIVISION
 1900 KANAWHA BLVD E,
 BLDG 5 RM A317
 CHARLESTON WV
 US

SHIP TO

DIVISION OF HIGHWAYS
 HUMAN RESOURCES
 DIVISION
 1900 KANAWHA BLVD E,
 BLDG 5 RM A317
 CHARLESTON WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	On-Site Urine Collection	1400.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV US		DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	On-Site Urine Collection - After Hours	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	On-Site Alcohol (Breath) Test	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	On-Site Alcohol (Breath) Test - After Hours	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collector Testimony	1.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Deposition	1.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Expert Witness Testimony	1.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
85121810			

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Laboratory Litigation Packages	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Scheduled Clinic Visit - Urine Collections	900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Scheduled Clinic Visit - Alcohol (Breath) Test	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Reasonable Suspicion Test-Urine Collection- Business Hours	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Reasonable Suspicion Test-Urine Collection- After Hours	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Reasonable Suspicion Test-Alcohol Breath Test-Business Hours	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Reasonable Suspicion Test-Alcohol Breath Test-After Hours	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
 DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2024-04-10

	Document Phase	Document Description	Page 10
DOT2400000085	Final	DRUG AND ALCOHOL TESTING 8324C000076	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT2400000085

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000085 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening moves to 04/29/2024 at 1:30pm

Terms and Conditions:

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

1. Where can we view the current contracted pricing for this opportunity?

“Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request” However you can review the bids submitted by using this link <https://www.state.wv.us/admin/purchase/Bids/FY2017/BO20170418.html>. And looking at CRFQ DOT1700000074.

2. What is the annual expenditure for this contract, based on 2022 or 2023's numbers?

For Fiscal Year 2023 (July 22 - June 23), total expenditures : \$112,569

3. Who is the current vendor and what SAMHSA lab are they utilizing?

Health Research Systems (Huntington WV). Through eSCREEN Network our pre-emp tests and other applicable testing at clinics are processed through Alere Labs (Abbott). Our random tests are processed through Clinical Reference Labs (Kansas).

4. Does the current vendor provide all services, or are these services split over more than 1 vendor? If the vendor chooses not to bid on certain line items, will that disqualify them?

One vendor is expected to provide all services. They may utilize sub-contractors if they choose to. Choosing not to bid on an item would be recognized as an incomplete bid and would be removed from consideration.

5. Does the Department currently use paper Chain of Custody forms at the time of collection, or would it be interested in utilizing the electronic chain of custody form, so not as to worry about mistakes, or volume levels of these forms circulating at hundreds of clinics throughout the State?

At this time, WVDOT is still filing paper custody control forms (CCF). It may change in the future, but we have efficiently tracked and maintained our records using Federal testing forms up to this date. Our clinic's testing forms (CCF's) and MRO Reports come to us as images from eSCREEN's web-portal, not through mailing.

6. If additional testing situations ever come up (ie. Split specimen request by donor to retest a positive at a 2nd lab), there are fees associated with these that are not included in the pricing, which is standard for the industry. where can we quote these fees, if ever needed?

This contract will not pay additional fees. Your example of testing the second specimen is paid by the employee as described in our Policy. Your price-per-test should include those "associated fees" if they occur regularly or are the "standard".

7. Some mobile collectors charge additional "onsite/per event/mileage" fees in addition to the collections. Where can we quote these, in case they apply?

The bidder's price-per-test should calculate all sub-contractors' fees into their final prices-per-test. As per contract, from RFQ 4.2, "... per-test costs are to be based upon an all-inclusive process of scheduling, collection, analysis, certification of results, and proper reporting..."

8. For NonDOT testing, are you testing a "lookalike" panel to the DOT, or is does the panel contain additional drugs beyond what the DOT panel tests for?

Yes, it is a lookalike panel that exactly mirrors the DOT-panel, and we request split-specimen testing, and for these to be reported through an MRO as well.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT240000085

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

LNK, LLC dba Drug Testing Centers of America

Company

Julia A. Barker

Authorized Signature

April 29, 2024

Date

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

Exhibit A

Pricing Pages

All per costs are to be based upon an all-inclusive collection as seen throughout the entire process of analysis, culminating with the certification of results and proper reporting of such results of the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug screening requires separate pricing. Regular hours testing (Monday - Friday, 6:30 am - 5:00 pm) and after hours testing (Saturday, Sunday, and weekdays 5:01 pm - 6:29 am) requires separate pricing. "On-Site" refers to urine or breath collections which are conducted at a DOH, Parkways, or State Rail work location.

The West Virginia Department of Transportation requests your bid on the following services and estimated quantities:

	Usage Sample Totals	Unit of Measure	Cost Of Each Test/Item	Total For Each Line
1. On-Site Urine Collection	1400	per test	80.00	112,000.00
On-Site Urine Collection- After Hours	10	per test	90.00	900.00
2. On-Site Alcohol (Breath) Test	250	per test	45.00	11,250.00
On-Site Alcohol (Breath) Test-After Hours	10	per test	55.00	550.00
3. Professional Services				
Collector Testimony	1	per day	5.00	5.00
Deposition	1	per day	5.00	5.00
Expert Witness Testimony	1	per day	5.00	5.00
Laboratory Litigation Packages	1	each	5.00	5.00
4. Scheduled Clinic Visits				
Urine Collections	900	per test	80.00	72,000.00
Alcohol (Breath) Test	20	per test	50.00	1,000.00
5. Reasonable Suspicion Testing -No notice given				
Urine Collection - during business hours	5	per test	120.00	600.00
Urine Collection - after hours	5	per test	120.00	600.00
Alcohol(Breath)Test - during business hours	5	per test	55.00	275.00
Alcohol (Breath) Test - after hours	5	per test	55.00	275.00
			Total	199,470.00

Include the name of the software or internet-based result reporting: i3screen

The vendor shall be required to perform all of the services named above. Failure to provide the services and bid prices shall result in disqualification of the bid.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: LNK, LLC dba Drug Testing Centers of America

Authorized Signature: Julia A. Barker Date: 4/15/24

State of Kentucky

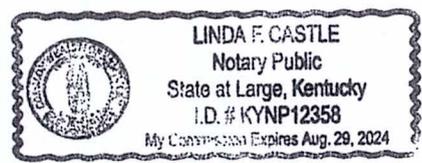
County of Johnson, to-wit:

Taken, subscribed, and sworn to before me this 15th day of April, 2024

My Commission expires 8/29/24, 2024

AFFIX SEAL HERE

NOTARY PUBLIC Linda A. Castle
Purchasing Affidavit (Revised 07/01/2012)



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 10, 2024 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@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 wvOASIS, 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 wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. 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 wvOASIS 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 wvOASIS. 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 _____ 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.

Revised 8/24/2023

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:

JOHN ESTEP

SOLICITATION NO.:

CRFQ 0803 DOT2400000085

BID OPENING DATE:

April 23, 2024

BID OPENING TIME:

1:30 PM

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 wvOASIS (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 23, 2024 @ 1:30 PM

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 wvOASIS 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 *wvOASIS* 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.

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services involving WVDOT agency employees, and individuals proposed to become WVDOT agency employees, in all 55 counties of the State of West Virginia. These services will include generating random selections, preparing requested reports, coordinating urine and/or breath collections, performing work-site collections, and storing/shipping of samples.

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 **“After Hours”** means all times during the weekdays outside of business hours, all State Holidays, and all Saturdays and Sundays.

 - 2.2 **“Agency”** means the West Virginia Department of Transportation, as established by W.Va. Code §5F-1-2, and includes collectively or individually the Division of Highways (DOH), the Parkways Authority, and the State Rail Authority (SRA).

 - 2.3 **“Business Hours”** means the time from 6:30 am to 5:00 pm on the days of Monday through Friday.

 - 2.4 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section III, Subsection 1 below.

 - 2.5 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, enacted to protect sensitive patient health information from disclosure without a patient’s consent or knowledge.

 - 2.6 **“Medical Review Officer (MRO)”** 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 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

 - 2.8 **“Request for Quotation”** or **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 83-17-C0081.

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

- 2.9 “SAMHSA”** means the United States Department of Health & Human Services, Substance Abuse and Mental Health Services Administration
- 2.10 “Split Sample”** means the donor’s sample is split into two vials, such that each part is representative of the original sample, so that an additional test of the donor’s sample may be performed if determined to be necessary or appropriate after the first vial is tested.
- 2.11 “Testing Locations”** means the locations where on-site testing will be performed, attached hereto as Exhibit B.
- 2.12 “Title 49 CFR Part 40”** is the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy, attached hereto as Exhibit C.
- 2.13 “USDOT” or “DOT”** means the United States Department of Transportation.
- 2.14 “Vendor”** means the entity procured through this RFQ to provide to the Agency the services requested.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet, and may exceed, the mandatory requirements as shown below.

3.1.1 Drug and Alcohol Testing Services

3.1.1.1 The Vendor shall produce random selections for the Agency employees whose job duties place them into the Agency’s programs. These employees are divided into four (4) testing pools, and the Agency shall provide, via email to Vender at the start of each quarter, a list of the Agency employees within each pool.

3.1.1.1.1 The DOH USDOT-regulated testing pool of not more than 3000 employees must be administered in compliance with Title 49 CFR Parts 40 and 382. Accordingly, quarterly random selections will be accomplished within those same regulations by the Vendor.

3.1.1.1.2 The DOH second testing pool of not more than 400, contains employees whose tests

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

are defined commonly as non-DOT tests. For this testing pool the vendor will use split sample collections, a certified laboratory, and MRO oversight, generally mirroring a DOT collection, storage, and mailing process.

- 3.1.1.1.3** The Parkways Authority testing pool of not more than 100 must be maintained in compliance with Title 49 CFR Parts 40 and 382. Accordingly, quarterly random selections will be accomplished within those same regulations by the Vendor.
- 3.1.1.1.4** The State Rail Authority testing pool of not more than 30 must be maintained in compliance with Title 49 CFR parts 40 and 382. Accordingly, quarterly random selections will be accomplished within those same regulations by the Vendor.
- 3.1.1.2** The Vendor shall provide and ensure availability for mobile, on-site collections of urine in compliance with Title 49 CFR Part 40.

 - 3.1.1.2.1** Vendor shall provide all necessary collection and identification supplies and shall be responsible for the transport, and associated transportation costs thereof, from the collection site to a SAMHSA certified laboratory.
 - 3.1.1.2.2** The split sample method of collection, handling, and storage is to be utilized.
 - 3.1.1.2.3** The Vendor shall ensure the use of gas chromatography/mass spectrometry technology, a confirmatory test on all positive drug screens.
 - 3.1.1.2.4** Vendor shall ensure that all urine sample collections requiring direct observation (includes return-to-duty testing and any subsequent testing) are scheduled and performed at a site at which the necessary personnel, by gender, who will observe such testing are available at the site at the scheduled time of testing.

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

- 3.1.1.3** The Vendor will provide for mobile, on-site (breath) alcohol testing.
- 3.1.1.3.1** Tests must be conducted using equipment approved by the USDOT and found on its Conforming Products List at <https://www.transportation.gov/odapc/Approved-Evidential-Breath-Testing-Devices>.
- 3.1.1.3.2** Vendor shall be responsible for ensuring that the breath testing devices are fully functional, and their assigned mobile personnel are trained and familiar with each device's performance, use and care.
- 3.1.1.3.3** Vendor shall be responsible for ensuring that any site to be utilized for such testing has on-site at the scheduled testing time the necessary breath alcohol testing equipment.
- 3.1.1.3.4** Tests must follow USDOT collection protocols, found in Title 49 CFR Part 40.
- 3.1.1.3.5** The vendor must provide for a confirmatory breath alcohol test on all breath concentrations measuring at 0.02 percent blood-alcohol content, or above.
- 3.1.1.4** The on-site testing locations, dates, and arrival times will be identified and confirmed through the Agency's Drug & Alcohol Testing Coordinator each quarter. The Coordinator is a designee, acting on behalf of the Agency's Human Resources Director.
- 3.1.1.5** Upon arrival at an Agency location, the Vendor will not begin random testing without the presence of the Agency's site supervisor, duly assigned to oversee that location's testing process. The Agency shall provide to Vendor upon execution of a contract a list of all Agency site supervisors, and Agency shall notify Vendor of any changes to such list.
- 3.1.1.6** The Vendor must include and delineate in its per-test cost the cost of a qualified MRO.
- 3.1.1.6.1** The MRO providing services for the Vendor must be a full-time MRO.
- 3.1.1.7** The Vendor shall provide mobile testing and testing services Monday through Friday between and

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

throughout the hours of 6:30 am and 5:00 pm Eastern time.

3.1.1.7.1 After-hours services (including Saturday and Sunday collections, and State holidays) shall be required in emergency situations. Agency shall provide to Vendor as much advance notice as practicable after Agency determines that an incident requiring testing has occurred.

3.1.1.8 The Vendor shall provide a network of clinic locations within the State to meet the Agency's demand for pre-employment, return-to-duty, follow-up, post-accident, reasonable suspicion, and random drug/alcohol testing.

3.1.1.8.1 Vendor shall be responsible for verifying the capability, hours of operation, and availability of necessary equipment, trained personnel, and all other pertinent aspects of each clinic or testing location to be utilized as part of Vendor's network.

3.1.1.8.2 Vendor shall be responsible for all interaction, discussion, payments, scheduling, and coordination necessary for any clinic or other testing location within Vendor's identified network, and Agency shall coordinate with Vendor regarding same.

3.1.1.8.3 Vendors shall select clinic locations that allow for direct-observed urine collections (as per 49CFR40.67) within 49 miles of any Agency facility listed within Exhibit B.

3.1.1.8.4 Upon execution of the contract with Agency, Vendor shall provide to Agency the list of testing sites within Vendor's identified network, with such list delineating for each testing site the location, type of testing provided, contact information, verification that staff and personnel at those locations are appropriately trained in DOT testing procedures, verification that testing sites provide direct-observed testing procedures, and a list of MROs.

3.1.1.8.5 Once the Vendor has received an employee's or prospective employee's

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

location and drug testing information from the Agency's designated coordinator(s), the Vendor shall schedule within the next two (2) business days the necessary tests at a testing site within Vendor's identified network.

3.1.1.8.6 Alternately, the vendor may provide a secure, internet-based, scheduling portal for use by Agency coordinator(s) to schedule daily testing appointments for Agency employees, or prospective employees, utilizing pre-determined, statewide clinics.

3.1.1.8.6.1 Any such portal shall be maintained by Vendor or its associate and shall be compatible, if necessary, with existing Agency hardware. Any Agency data placed on or utilized within such portal shall be Agency's property and shall not be utilized or accessed by Vendor without written prior consent of Agency. In no circumstance shall Vendor allow any unauthorized access to Agency data within the portal.

3.1.1.8.6.2 Any such portal will be used daily and must prove reliable in its availability, functioning and execution. Qualities and functions of portal are subject to Agency review.

3.1.1.8.6.3 Development and design of the portal must ensure privacy and strong security controls by using authentication/passwords, pre-authorizing all users, and confidential handling of data.

3.1.1.9 The Vendor shall provide at no additional cost to the Agency a secure, internet-based result reporting module for tracking, management, and record maintenance of the Agency programs. The internet-based result reporting site utilized must contain all necessary

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

components to permit the MRO's report to be submitted and contained in the database.

- 3.1.1.9.1 The vendor must provide the Agency with access to the internet-based site including capabilities to search for testing results through use of an employee's, or prospective employee's identification number, name, date of test, specimen identification number, and/or other indicators.
- 3.1.1.9.2 The Vendor may be required to provide to the Agency, in person and at no additional cost to the Agency, a demonstration of all functions relative to program tracking, management, and record maintenance. Vendor also shall provide to Agency a written "user" manual describing these same functions and the manner by which they are accessed and utilized, to facilitate Agency operations.
- 3.1.1.9.3 The Agency reserves the right 1) to determine acceptability based on the security of transmission, the limit of access to any transmission, storage, retrieval systems, ease of use, or compatibility with existing Agency systems and hardware; and 2) to approve or reject software or internet-based result reporting.
- 3.1.1.9.4 The Vendor shall identify on the pricing pages the software(s) or internet-based result reporting proposed for use under this contract, and failure to do so shall result in rejection of the solicitation response (bid).

3.1.1.10 The Vendor shall ensure that strict rules of confidentiality are followed by all Vendor representatives and other parties utilized by Vendor. The Vendor shall complete and provide to Agency, upon execution of contract with Agency, a HIPAA Business Associate Addendum (Exhibit D), and shall adhere to responsible practices regarding the handling, storing, transmitting, or receiving of Protected Health Information.

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

3.1.1.11 The Vendor must submit, upon the Agency's request, a list of sub-contractors used for the maintenance of this contract.

3.1.1.12 The Vendor shall provide on the pricing pages (Exhibit A) its costs for general drug and alcohol testing services.

3.1.1.13 The Agency will pay the Vendor for each documented test processed at the agreed per-test rates.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost, as shown on the Pricing Pages.

4.2 Pricing Pages: All per-test costs are to be based upon an all-inclusive process of scheduling, collection, analysis, certification of results, and proper reporting to the Agency of such results. Alcohol screenings and drug screenings require separate pricing. Screenings performed during business hours require separate pricing from screenings performed after hours. The Vendor should complete the Pricing Pages in their entirety, as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume of each. The estimated purchase volume for each item represents only the anticipated purchases to be made under this Contract, and no future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct mathematical errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to minimize the potential for errors in the evaluation and to better ensure legibility of the information. The Pricing Pages are available as a spreadsheet document, in Microsoft Excel format, and the Vendor may request for bid purposes an electronic copy of the spreadsheet, by sending an email request to the following address: john.w.estep@wv.gov. Vendor must request the spreadsheet no later than five (5) business days prior to the submission date of the RFQ.

5. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

- 5.1 Ordering:** Vendor shall accept drug or alcohol testing orders through wvOASIS, regular mail, facsimile, or e-mail. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor can or intends to accept on-line orders, Vendor should include in its response a brief description of how the Agency may utilize the on-line ordering system and shall verify and ensure that its on-line ordering system is secure, prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor is fully responsible for the payment of clinics, labs, hospitals, MROs, or other sub-contractors utilized to provide services under this contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall schedule Agency employees, or applicants for Pre-employment, Return-to-duty, or Follow-up testing appointments within two (2) business days after receipt of the information concerning the individual(s) to be tested and locale. The Vendor shall begin the scheduling process immediately upon notification from the Agency when emergency issues (Post-Accident or Reasonable Suspicion) are involved. The Vendor shall supply to the Agency and keep current twenty-four (24) hour/daily-availability contact information for Agency's use when a time-sensitive testing scenario arises, and Vendor should respond to the Agency's requests within one (1) hour to relay all necessary details to complete the tests.
- 6.2 Late Delivery:** There will be no late fees. All billing and payments will conform with the per-test costs identified on the Pricing Page (Exhibit A), and will be charged corresponding to the type of test completed.
- 6.3 Delivery Payment/Risk of Loss:** Agency will incur no cost if the testing sample is discarded, damaged, misplaced, rendered unusable, or destroyed by the direct or indirect actions or omissions of the Vendor, its representatives or agents, or the MRO, whether willful or not.
- 6.4 Return of Unacceptable Items:** If the Agency deems a Contract Item or Service to be unacceptable, Agency shall notify the Vendor, in writing, of the Agency's concerns and the Vendor then shall timely address Agency's concerns to maintain efficiency and protect the integrity of the Agency's testing program. Additionally, any action that does not meet the federal regulations will be unacceptable. If the Agency requests that Vendor resend reports or forms due to mailing damage or digital file problems, the Vendor will not charge Agency an additional, or penalty fee. If Vendor cannot remedy the Agency's concerns, Agency then may take steps up to termination of the contract, depending on the severity of the flaw or unacceptable performance issue.

REQUEST FOR QUOTATION
Open End Contract for Drug and Alcohol Testing Services

6.5 Return Due to Agency Error: The Agency reserves the right to cancel testing at any time for an individual or group due to extenuating circumstances, the needs of the State, or Agency error. Agency will provide to Vendor notice of cancellation of testing as soon as practicable, however Vendor will not charge the Agency an additional, or penalty fee.

7. VENDOR DEFAULT:

7.1 The following shall be considered a Vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, regulations, or ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance after notification by Agency.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation, unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must maintain sufficient management of the services, systems, and resources being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
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- 8.3 Reports:** Vendor shall provide to the Agency quarterly random testing reports showing the selected employees and shall provide by February 15th each year an annual summary, on a calendar year basis, reporting the number of drug and alcohol tests within each testing category. Annual drug and alcohol testing reports must show DOT-regulated employees' information separately from non-regulated employees' testing information. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor shall designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during regular business hours to address any customer service or other issues related to this Contract. Vendor is to list its Contract manager and his or her contact information below.

Contract Manager: Julia A. Barker
Telephone Number: 304-344-8378
Fax Number: 304-344-0069
Email Address: julia.barker@drugtestingcenters.com

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: _____

Signature: _____

Title: _____

Date: _____

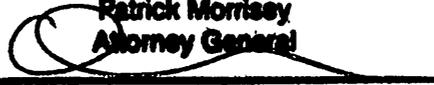
LNK, LLC dba Drug Testing Centers of America
Name of Associate: Julia A. Barker

Signature: Julia A. Barker

Title: VP of Operations

Date: April 15, 2024

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
Patrick Morrisey
Attorney General
BY 

WV DOT RANDOM TESTING SITES

DOH - Materials Division, Technical Support Division & Traffic Engineering Division,

190 Dry Branch Dr, Charleston, WV 25306

DOH - Maintenance Division, Random testing scheduled statewide at various clinics or Hospitals due to these are smaller units that are frequently dispatched to various, cross-State work sites.

DOH - Equipment Division, 83 Brushy Fork Rd., Buckhannon, WV 26201

DOH District One

District One HQ, 1340 Smith St, Charleston, WV 25301
N. Charleston, 2800 Washington St W, Charleston, WV 25387
St. Albans, 2334 MacCorkle Ave, St. Albans, WV 25177
Mason County, 225 Fairground Rd, Pt. Pleasant, WV 25550
Chelyan, 14987 MacCorkle Ave, Cabin Creek, WV 25035
Boone County, 203 DOH Garage Rd, Danville, WV 25053
Putnam County, 3256 Teays Valley Rd., Hurricane, WV 25526
Elkview, 904 Old Frame Rd., Elkview, WV 25071
Clay County, 4476 Triplett Ridge Rd., Clay, WV 25043

DOH District Two

District Two HQ, 801 Madison Ave, Huntington, WV 25712
Cabell County, 6200 Route 60 East, Barboursville, WV 25504
Mingo County, #1 DOH Garage Rd., Williamson, WV 25561
Wayne County, 326 Central Ave., Wayne, WV 25571
Lincoln County, 5829 McClellan Hwy., Branchland, WV 25506
Logan County, 8100 Old Logan Rd., Chapmanville, WV 25508

DOH District Three

District Three HQ, 624 Depot St. Parkersburg, WV 26101
Wood County, 905 Lubeck Ave., Parkersburg, WV 26101
Jackson County, 946 Clay Lick Rd., Ripley, WV 25271
Roane County, 269 Charleston Rd., Spencer, WV 25276
Wirt County, 256 Schoolview St., Elizabeth, WV 26143
Calhoun County, 7619 S. Calhoun Hwy., Millstone, WV 25261
Pleasants County, 401 2nd St., Belmont, WV 26134
Ritchie County, 731 Ellenboro Rd., Harrisville, WV 26362
Pennsboro/Corridor D, 41 Ritchie Ind Pk Rd, Pennsboro, WV 26145

DOH District Four

District Four HQ, 2460 Murphy's Run Rd., Bridgeport 26330
Monongalia County, 1510 Grafton Rd., Morgantown, WV 26508
Marion County, 916 Country Club Rd., Fairmont, WV 26554
Preston County, 1912 St. Joe Rd., Albright, WV 25619
Taylor County, 1340 Taylor Co. Access Rd., Webster, WV 26354
Harrison County, 119 Railcross Rd., Gore, WV 26301
Doddridge County, 1993 Smithton Rd., West Union, WV 26456

DOH District Five

District Five HQ, 2120 North Western Tpk, Burlington, WV 26710
Hampshire County, 56 DOH Dr., Romney, WV 26757
Morgan County, 166 DOH Ln., Berkeley Springs, WV 25411
Berkeley County, 1867 Rock Cliff Dr., Martinsburg, WV 25401
Jefferson County, 1301 Old Leetown Pike, Kearneysville, WV 25430
Hardy County, 2104 State Route 55, Moorefield, WV 26836
Grant County, 930 Lunice Ck Hwy, Petersburg, WV 26847
Mineral County, 10800 NW Tpk., New Creek, WV 26743

DOH District Six

District Six HQ – 1 DOT Dr., Moundsville, WV 26401
Brooke County, 2935 Commerce St., Wellsburg, WV 26070
Hancock County, 1936 Veterans Blvd, New Cumberland, WV 26047
Wetzel County, 641 North State Route 2, New Martinsville 26155
Tyler County, 2566 Tyler Hwy., Sistersville, WV 26175

DOH District Seven

District Seven HQ, 131 Highland Dr., Weston, WV 26452
Webster County, 32 Sandy Run Rd, Webster Springs, WV 26288
Braxton County, 1001 State St., Gassaway, WV 26624
Gilmer County, 3531 US Hwy 33 East, Glenville, WV 26351
Upshur County, 493 Mudlick Rd., Buckhannon, WV 26201
Barbour County, 1439 Mansfield Dr., Philippi, WV 26416

DOH District Eight

District Eight HQ, 1101 N. Randolph Ave., Elkins, WV 26241
Randolph County, 76 County Club Rd., Elkins, WV 26241
Pocahontas County, 25 Brush Country Rd. Marlinton, WV 24954
Pendleton County, 131 Maple Ave., Franklin, WV 26807
Tucker County, 9209 Seneca Trail, Parsons, WV 26287

DOH District Nine

Greenbrier County, 2820 N. Jefferson St., Lewisburg 24901
Nicholas County, 777 Turnpike Rd., Summersville, WV 26651
Fayette County, 3121 Main St. E., Oak Hill, WV 25901
Monroe County, 875 Sweet Springs Valley Rd., Union, WV 24983
Summers County, 20414 State Rt. 12, Hinton, WV 25951

DOH District Ten

District Ten HQ, 270 Hardwood Ln., Princeton, WV 24740
Wyoming County, 1409 Bearhole Rd., Pineville, WV 24874
Raleigh County, 379 Market Rd., Beckley, WV 25801
Mercer County, 454 New Hope Rd., Princeton, WV 24740
McDowell County, 100 Headquarters Ln., Havaco, WV 24801
Coalfields Expressway, 1790 Robert C. Byrd Dr., Beckley, WV 25801

Random collections for these two organizations will be coordinated individually with the individual named below or the Human Resources Coordinator. State Rail's drug and alcohol collections are subject to FRA regulations, and Parkways' are subject to FMCSA regulations.

WV State Rail Authority Contact: Cindy Butler, Commissioner- Division of Multimodal Transportation Facilities, 304-538-2305, ext 66842

120 Water Plant Dr., Moorefield, WV 26836

WV Parkways Authority Contact: Tyrone Gore, Director of Training and Safety, 304-561-0539

Two random collection locations: Standard, WV and Beckley, WV