



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



Header 1

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 463313

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0702

Vendor ID: 000000175568



SO Doc ID: TAX1900000004

Legal Name: PHAMATECH INC

Published Date: 7/19/18

Alias/DBA:

Close Date: 8/2/18

Total Bid: \$28,623.00

Close Time: 13:30

Response Date: 08/01/2018



Status: Closed

Response Time: 18:10

Solicitation Description: Open End Contract for Drug and Alcohol Testing

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 463313
Solicitation Description : Open End Contract for Drug and Alcohol Testing
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-02 13:30:00	SR 0702 ESR08011800000000480	1

VENDOR
000000175568 PHAMATECH INC

Solicitation Number: CRFQ 0702 TAX1900000004

Total Bid : \$28,623.00 **Response Date:** 2018-08-01 **Response Time:** 18:10:32

Comments: Net 30

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Pre-Employment Drug Testing - Preliminary on-Site Screen	111.00000	TEST	\$120.000000	\$13,320.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Pre-Employment Drug Testing - Preliminary on-Site Screen
Section 1.1 A

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Pre-Employment Drug Testing - Laboratory Screen	111.00000	TEST	\$44.000000	\$4,884.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Pre-Employment Drug Testing - Laboratory Screen
Section 1.1 B

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Pre-Employment Alcohol Testing	111.00000	TEST	\$37.000000	\$4,107.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Pre-Employment Alcohol Testing
Section 1.1 C

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Reasonable Suspicion Drug Testing - Preliminary On-Site	17.00000	TEST	\$120.000000	\$2,040.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Reasonable Suspicion Drug Testing - Preliminary On-Site Screen
Section 1.2 A

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Reasonable Suspicion Drug Testing - Laboratory Screen	17.00000	TEST	\$44.000000	\$748.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :	Reasonable Suspicion Drug Testing - Laboratory Screen Section 1.2 B
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Reasonable Alcohol Testing	17.00000	TEST	\$37.000000	\$629.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :	Reasonable Alcohol Testing Section 1.2 C
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Post-Accident Drug Testing - Preliminary on-Site Screen	3.00000	TEST	\$120.000000	\$360.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :	Post-Accident Drug Testing - Preliminary on-Site Screen Section 1.3 A
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Post-Accident Drug Testing - Laboratory Screen	3.00000	TEST	\$44.000000	\$132.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :	Post-Accident Drug Testing - Laboratory Screen Section 1.3 B
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Post-Accident Alcohol Testing	3.00000	TEST	\$120.000000	\$360.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Post-Accident Alcohol Testing
Section 1.3 C

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Return to Work Drug Testing - Laboratory Screen	3.00000	TEST	\$44.000000	\$132.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Return to Work Drug Testing - Laboratory Screen
Section 1.4 B

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Return to Work Alcohol Testing	3.00000	TEST	\$37.000000	\$111.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Return to Work Alcohol Testing
Section 1.4 C

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Collection Expert Testimony	2.00000	HOUR	\$50.000000	\$100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Collection Expert Testimony
Section 4.1.9.9.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Laboratory Expert Testimony	2.00000	HOUR	\$150.000000	\$300.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Laboratory Expert Testimony
Section 4.1.9.9.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	MRO Expert Testimony	2.00000	HOUR	\$150.000000	\$300.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : MRO Expert Testimony
Section 4.1.9.9.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Collection Expert Testimony at Deposition	2.00000	HOUR	\$50.000000	\$100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Collection Expert Testimony at Deposition
Section 4.1.9.9.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Laboratory Expert Testimony at Deposition	2.00000	HOUR	\$250.000000	\$500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Laboratory Expert Testimony at Deposition
Section 4.1.9.9.5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	MRO Expert Testimony at Deposition	2.00000	HOUR	\$250.000000	\$500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : MRO Expert Testimony at Deposition
Section 4.1.9.9.6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Blind Performance Test (One per Quarter)	4.00000	TEST	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : Blind Performance Test (One per Quarter)
Section 4.1.10.8

**RESPONSE
TO SOLICITATION
CRFQ 0702 TAX1900000004**



**STATE OF WEST VIRGINIA
REQUEST FOR QUATION
PUCHASING DIVISION
2019 WASHINGTON STREET EAST
PO BOX 501310
CHARLESTON, WV 25305-0130**

By

PHAMATECH, INC.

07/27/2018

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I. ACKNOWLEDGEMENT LETTER

July 25, 2018

To Whom It May Concern:

Phamatech Inc. appreciates the opportunity to bid on **CRFQ 0702 TAX1900000004** from the State of West Virginia.

Phamatech Inc. has thoroughly reviewed the requirements of **CRFQ 0702 TAX1900000004**, and Phamatech is confident it meets and exceeds all qualifications and requirements as indicated in the scope of works and agrees to all terms and conditions including Specimen Collection nationwide, Laboratory Supply Fulfillment, Specimen Pick-up and Transportation, Personnel and Administrative Requirements, Laboratory Testing Services, Reporting, Storage, and Invoicing and will provide all services requested if awarded the contract.

Phamatech was founded in 1991 and is headquartered in San Diego, California. Phamatech is a biotechnology company and a licensed toxicology reference laboratory with SAMHSA, CAP and CLIA certifications. We have been involved in the drug testing industry for more than 20 years, providing clinical and forensic laboratory testing and services for DOT, workplace, corrections, drug treatment courts, and health care professionals. Currently, our laboratory processes over 100,000 laboratory samples per month, and with our current space, equipment and resources, we are capable of testing more than 300,000 samples per month. Phamatech specializes in high volume screening tests using EMIT II analyzer and Gas Chromatography/ Mass Spectrometry (GC/MS) and Liquid Chromatography Tandem-Mass Spectrometry (LC-MS/MS) confirmation testing methods.

Phamatech currently employs more than 170 people. All laboratory and administrative services will be managed through our San Diego location, including the preparation and shipment of supplies, printing Chain of Custody forms, account set-up and coordination, customer service, laboratory testing, statistical reporting, billing and all other related functions. Our contact information is as follows:

Firm Name: Phamatech Inc.
Address: 15175 Innovation Dr., San Diego CA 92128
Telephone No.: 888 635-5840 or 858-643-5555
Email: dconde@phamatech.com
Fax Number: (858) 635-5843
Business Structure: Corporation

Phamatech Inc. is pleased to submit the following proposal for your review. Please contact me should you need further explanation or clarification of our proposal.

Sincerely,



Dana Conde
Contract Manager
Phamatech, Inc.
858-635-5840

II. BIDDER QUALIFICATIONS STATEMENT

Phamatech Inc. has reviewed the requirements of **CRFQ 0702 TAX1900000004** which includes Specimen Collection nationwide, Laboratory Supply fulfillment, Specimen Pick-up and Transportation, Personnel and Administrative Requirements, Laboratory Testing Services, Reporting, Storage, Invoicing, and other related services as needed. Phamatech complies with all applicable provisions of state licensing requirements and has all the licenses, permits, approvals, and authorizations necessary in order to perform the work described in this proposal. Under DHHS requirements, PHAMATECH maintains a back-up facility in Bakersfield, California as part of our disaster recovery program.

Licenses and Services

Phamatech is a SAMHSA certified, CAP-FUDT accredited, and CLIA licensed toxicology laboratory. Phamatech is a member of the Drug and Alcohol Testing Industry Association (DATIA) and has more than 20 years of experience in delivering drug and alcohol testing services for DOT, forensic, clinical and substance abuse strata. Phamatech Inc. has performed drug testing services, training, collection services, MRO services, expert witness services, random selection as well as other drug testing related services to many Federal, State and local agencies for many years. Our laboratory currently processes over 100,000 specimens per month.

Customer Service:

Phamatech Inc. provides a live Customer Service Department from 5:00AM to 5:00PM PDT, a dedicated Account Manager and back-up Account Manager available 24/7, HHS Certified Certifying Scientists, HHS Certified Laboratory Directors and HHS Certified Expert Witnesses all available 24/7. Requests are managed, fulfilled and documented through the dedicated Account Manager.

The customer service department manages incoming and outgoing shipments and can schedule on-call pick-ups as well as pre-scheduled pick-up (i.e. Monday and Thursday). Phamatech also owns and operates numerous collection sites in San Diego, California; Auburn, California; Roseville, California, Broward County, Florida serving thousands of clients throughout the areas. Our collectors are DOT trained and Drug and Alcohol Testing Industry Association (DATIA) trained and certified.

Collection Sites:

Phamatech, Inc. will utilize a comprehensive network of collection site across the United States to perform collections as required during normal hours as well as for after-hours and emergency needs. Upon notification of drug testing need by the Department, Phamatech will have the nearest collection site available within 24 hours. Phamatech will make sure that each collection site within the network is fully licensed to perform the works and will add and/or replace new sites as requested.

Laboratory Testing and Analysis:

Laboratory analysis of specimens is performed in Phamatech, Inc.'s laboratory located at 15175 Innovation Drive, San Diego, CA, 92128. Phamatech is a DOT, SAMSHA, and CAP-FUDT certified toxicology laboratory. All laboratory analysis is provided in accordance with all current

DOT regulations and the DHHS procedures and will remain current and in compliance throughout the entire term of the contract. Phamatech laboratory personnel meets the requirements of 49 CFR 40. Phamatech will analyze specimens for the drugs requested by strictly following all laboratory analysis procedures set forth in 49 CFR 40. Phamatech personnel uses chain of custody forms and procedures to maintain control and accountability of specimens.

Primary specimen will be confirmed by conducting gas chromatography/mass spectrometry (GC/MS) or LC/MS/MS method of analysis as requested.

Specimens are tested in a unique secure facility under chain of custody control in accordance with DOT and DHHS regulations. Specimens are examined one at a time, accessioned and aliquoted for initial testing. Upon completion of testing, testing results are reviewed by a certifying scientist and approved before reports are sent out.

Results Reporting, Record Keeping, and Data Collection:

PHAMATECH will make all reports available electronically to our clients as soon as testing is completed. Clients will be assigned account ID # and password to access results.

PHAMATECH will provide the Contract Manager with monthly statistical reports of completed drug tests, the outcome of those results, and any other pertinent data that is deemed appropriate.

PHAMATECH will provide within forty-eight hours updates on any report required.

PHAMATECH will provide all required reports as requested including any reports mandated by Federal Regulations governing the drug and alcohol testing program.

PHAMATECH will maintain records concerning all test results as required. These records include collection log books, chain of custody forms, documents relating to the random selection process, laboratory analysis, MRO verifications and other related documentation if applicable.

Expert Witness:

PHAMATECH has qualified experts and will provide in person expert witness testimony upon request. Additionally, PHAMATECH will provide testimony by telephone, videoconference, or through sworn affidavit. PHAMATECH regularly provides expert witness testimony services by in house personnel for several of our current contractual clients and will defend the verity of PHAMATECH's laboratory procedures and certify accurate drug test results for any court challenged drug test.

Medical Review Officer (MRO):

If needed, PHAMATECH Inc. utilizes a nationally recognized Medical Review Officer, Doctors Review Service, headquartered at 546 Franklin Ave, Massapequa, New York 11758, Phone:1-800-562-9341, Fax:1-516-809-4112, Director: Brian Schwimmer, Email: brian@drsmro.com, Website: www.drsmro.net.

Doctors Review Service is fully licensed and certified by the American Association of Medical Review Officers (AAMRO) to perform MRO services. For over 28 years D.R.S. has provided medical review services for federal, state, and local client specifically in drug testing and safety programs. DRS provides clients with the latest technologies and expeditious reporting. D.R.S. provides multiple reporting options for clients using telephone, secured web, e-mail, fax and upload for large end users. D.R.S. serves more than 20,000 clients nationwide and over one

million tests a year with DOT and Drug Free Workplace programs.

Key Personnel:

Phamatech will utilize the following key personnel to manage all laboratory services required in the bid.

- Dr. Tuan Pham, President, CEO
- Dr. Tom Aucoin, Vice President of Laboratory
- Justin Pham, Laboratory Manager
- Dana Conde, Contract Management
- Jesse Tsunekawa, Senior Account Manager
- Jodee Callaghan, Controller/Finance and Customer Service Manager
- Souk Sounakhene - Systems Administrator
- DRS, MRO (subcontractor)

All of PHAMATECH's project team members have between 5-30 years of experiences in providing drug and alcohol testing services.

Experience:

PHAMATECH has ample experience in providing drug and alcohol testing services as requested in the IFB. Currently, PHAMATECH provides similar services to the following accounts:

1. Cook County Sheriff, Illinois (2007 – current)

118 North Clark Street, Room 1018, Chicago, IL, 60602

Contact person: Hermine Wise/ Contract Negotiator. Tel: 310-603-3950

2. Broward County Sheriff's Office, Florida (2009 – current)

2601 W Broward BLVD, FT Lauderdale, FL 33312

Contact Name: Dwight Stephens. Tel: 954-935-6786

3. Clark County Family Services, Human Resources, Fire Department, Nevada (2018 - current)

Address: 701 N Pecos Rd, Las Vegas, NV, 89101

Contact Person: Susan Tighi/Purchasing Analyst. Tel: 702-455-3895

4. San Francisco Municipality, California, (2013 – current)

Address: One South Van Ness AVE, 7th FLR, San Francisco, CA 94103

Contact Person: Nicholas Dominguez. Tel: 415-701-5020

5. Department of Consumer Affairs, Board of Vocational Nursing & Psychiatric Technicians (BVNPT), Dental Board, Dental Hygiene, California (2016 -CURRENT)

Business Services Office, Contracts Unit-

1625 N Market Blvd, Suite S-103, Sacramento, CA, 95834

6. San Bernardino County Child and Family Services, California (2014-current)

777 East Rialto Ave, San Bernardino, CA, 92415

Contact Person: Laurie Rozko / Director of Purchasing. Tel: 909-387-2074

7. U.S. Department of Homeland Security, Customs and Border Patrol, (2014 –current)

1300 Pennsylvania Ave, NW

Contact: Lloyd Burton/ Contract Administrator

Trade Facilitation and Mission Support Contracting Division-

150 Westpark Way, Suite 200, Euless, Texas, 76040. Tel: 916-843-3763

8. Clark County Department of Human Services, CDL, Nevada, (2012 – current)

500 Grand Central Pkwy, Las Vegas, NV, 89155

Contact: Terrence McCarthy, Human Resources Analyst. Tel: 702-455-3081

PHAMATECH also currently provides testing products and services to a large number of high profile clients, including but not limited to the following organizations:

- US Federal Bureau of Prisons– Nationwide, (2007 – current)
- Commonwealth of Pennsylvania DOC, Probation & Parole, (2009-current)
- El Paso CSCD, Texas, (2010- current)
- Oregon Department of Corrections, (2010 – current)
- Department of Public Safety & Corrections, Maryland (2011 – current)
- Statewide of Michigan Department of Corrections/Probation, (2008 – current)

Phamatech believes it would be a qualified choice as the contracted vendor for **State of West Virginia** because it has extensive experience in successfully providing comprehensive Drug Testing Program encompassing collections management, courier services, client/donor management, MRO services, random selection, IVR phone system, client/donor training, case records retention, DOT and DOT “like” drug testing, expert witness and court testimony. Phamatech is confident it exceeds the minimum qualifications requirements as stated in **CRFQ 0702 TAX1900000004**.

Bidder References:

1. Clark County Family Services, Human Resources, Fire Department, Nevada (2014 - current)

Address: 701 N Pecos Rd, Las Vegas, NV, 89101

Contact Person: Susan Tigghi/Purchasing Analyst. Tel: 702-455-3895

2. U.S. Department of Homeland Security, Customs and Border Patrol, (2014 –current)

1300 Pennsylvania Ave, NW

Contact: Lloyd Burton/ Contract Administrator

Trade Facilitation and Mission Support Contracting Division-

150 Westpark Way, Suite 200, Euless, Texas, 76040. Tel: 916-843-3763

3. Contra Costa Children and Family Services (2015 – current)

Address: 40 Douglas Dr., Martinez, CA 94553

Contact Person: Amrita Kaur

Phone: (925) 313-1760

Email: kaura@ehsd.cccounty.us

III. RESPONSE TO SCOPE OF WORK

1. COLLECTION SITE LIST AND HOURS OF OPERATION:

Phamatech will utilize a network of nationwide collection sites from the following organizations as well as other local businesses:

- EMSI
- ArcPoint
- AnyLab Test Now
- Concentra
- US Health Works
- Quest Diagnostics
- LabCorp

The collection sites operate from 8:00 a.m. – 5:00 p.m. local time. After-hours collections are available upon request.

2. WEB BASED REPORTING SYSTEM

Phamatech's secure web-based reporting system has been upgraded and expanded to include a fully electronic chain of custody program as well as multiple search and download features. The secure results reporting web-site is simple and easy to use. The steps are:

Log onto secure web site **(slide 1)**

Enter your unique user name and password **(slide 2)**

The list of current test results for your specific account is displayed **(slide 3)**

You have the immediate search options: **(slide 4)**

- Search by Donor Name
- Search by Specimen Identification
- Search by Donor Identification
- Search by Date Range
- Search by Test Result Type

You have the immediate function options:

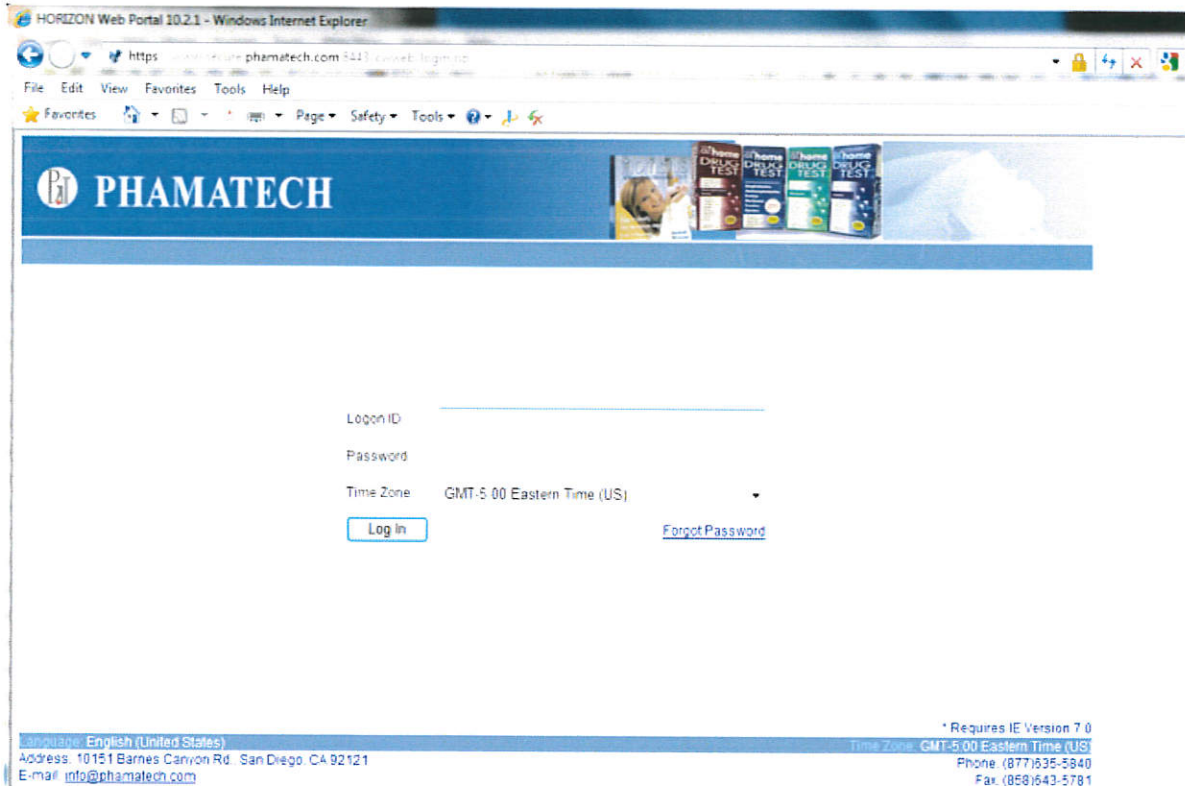
- Print a Single Donor Result
- Print all of a Donors Results
- Print all Results Selected
- Print Results from Selected Date Range
- Print Results from Type of Tests
- Download Results Selected to any file or PC
- Merge Results from a Donor, Date Range or Type of Result into a single file.
- Archive Results into a File for Long Term Retrieval

The Result is organized and easy to read results **(Slide 5)**

Slide 1



Slide 2



Slide 3

PHAMATECH

INBOX INQUIRY ORDERS UTILITIES

Language: English (United States) Address: 10151 Barnes Canyon Rd., San Diego, CA 92121 E-mail: info@phamatech.com Time Zone: GMT-5:00 Eastern Time (US) Phone: (877)636-5840 Fax: (858)643-5781

Name	Date	Page(s)	Size (KB)	Subject
doa final report 03778_451	09/27/11 04:15 PM	1	49	Sample: 2062892; DOE.ERICKA
doa final report 03779_451	09/27/11 04:15 PM	1	55	Sample: 2075571; DOE.THOMAS
doa final report 03780_451	09/30/11 11:27 AM	1	67	Sample: 2077037; DOE.LIDIA
doa final report 03781_451	09/30/11 12:07 AM	1	63	Sample: 2077244; DOE.HOWARD
doa final report 03782_451	09/30/11 01:26 PM	2	65	Sample: 2078562; DOE.JOHN
doa final report 03783_451	09/27/11 06:44 PM	2	70	Sample: 2078563; DOE.KEN
doa final report 03784_451	09/27/11 06:42 PM	2	65	Sample: 2078564; DOE.THOMAS
doa final report 03785_451	10/03/11 04:16 PM	1	58	Sample: 2094445; DOE.NANCY
doa final report 03786_451	10/03/11 04:16 PM	1	63	Sample: 2094446; DOE.YOLLY
doa final report 03787_451	10/03/11 07:25 PM	1	55	Sample: 2094877; DOE.KEN

Slide 4

PHAMATECH

INBOX INQUIRY ORDERS

Language: English (United States) Address: 10151 Barnes Canyon Rd., San Diego, CA 92121 E-mail: info@phamatech.com Time (US) 05:58:40 43-5781

Search Parameters

Source: Folder: **Inbox** Group: []

Identification: File Name: [] Subject: [] Start Date: [] (MM/dd/yyyy) End Date: [] (MM/dd/yyyy)

Optional: Page Size: 500 Version: Latest Version Only All Versions

Advanced: Find content in results? Enter word in file: []

Reset Form Submit Cancel

Internet | Protected Mode: On

Slide 5



Phamatech Laboratories
15175 Innovation Dr.
San Diego, CA 92128
(877)635-5840 fax (858)643-5781

Report To Demo
Phamatech Laboratories
10151 Barnes Canyon Rd.
San Diego, CA 92121

Client LJ Trucking Company - DO NOT
Location
Collector

Sample Information

Specimen ID 08513	Test Reason Pre-Employment
Donor ID DOE,JACK	Type Urine
Lab Sample ID 9366129	Collected 1/10/2018 03:03
SSN / ID#	Received 1/10/2018 10:09
	Report Date 1/15/2018 09:37 PST

Tests Requested

Test	Result	Quantitation	Screen Limit	Confirm Limit
12LC0652AB Laboratory 12 Panel		Sample	NEGATIVE	
AMPHETAMINE/METHAMPHETAMINE	NEGATIVE	500 ng/mL	250 ng/mL	250 ng/mL
MDMA/MDA	NEGATIVE	500 ng/mL	250 ng/mL	250 ng/mL
COCAINE METABOLITE	NEGATIVE	150 ng/mL	100 ng/mL	100 ng/mL
CODEINE/MORPHINE	NEGATIVE	2000 ng/mL	2000 ng/mL	2000 ng/mL
6-ACETYLMORPHINE	NEGATIVE	10 ng/mL	10 ng/mL	10 ng/mL
HYDROCODONE/HYDROMORPHONE	NEGATIVE	300 ng/mL	100 ng/mL	100 ng/mL
OXYCODONE/OXYMORPHONE	NEGATIVE	100 ng/mL	100 ng/mL	100 ng/mL
PHENCYCLIDINE	NEGATIVE	25 ng/mL	25 ng/mL	25 ng/mL
MARIJUANA METABOLITES	NEGATIVE	50 ng/mL	15 ng/mL	15 ng/mL
VALIDITY CREATININE/SPGR	ACCEPTABLE			
VALIDITY OXIDANT	ACCEPTABLE			
VALIDITY pH	ACCEPTABLE			

Search Options

TO: SEARCH BY SPECIMEN ID#

Click on *Paper with Magnifier Icon*

In “File Name” field, enter specimen ID# with asterisks before and after number. EXAMPLE: *6000123456*

Select Date range

Click Submit

TO: SEARCH BY DONOR ID#

Click on *Paper with Magnifier Icon*

In “Subject” field, enter donor ID# with asterisks before and after name or number. EXAMPLE: *JACKSON* or *1234*

Select Date Range

Click Submit

Print & Download Options

TO: PRINT FILE

Click on *Printer Icon*

Select printer, option

Select print range, option

Select Page Handling, option

Select print to file, option

Select OK

TO: DOWNLOAD FILE

Click on *Folder Icon*

Option to Open File or Save File

Click Save

Select File to Download to

Select Save

Merge and Archive Options

TO: MERGE FILES

Select more than one file

Click on Double Paper Arrow Icon

Note: Must allow pop-ups and secure settings for Phamatech

For more than one file hold Ctrl key down and click all files

Option to Download File/Print File

TO: ARCHIVE

Select Files to be placed into File Cabinet (after review or end of day)

Click Paper with X Icon

For more than one file hold Ctrl key down and click all files

Answer Question OK or Cancel

3. EXPERT WITNESS AND DEFENDING LABORATORIES RESULTS

Phamatech Inc. employs three full-time expert witnesses that are all certified by HHS/SAMHSA to provide testimony in City, State and Federal courts as well as in judicial hearings. The three expert witnesses have over 30 years of experience providing legal testimony for laboratory drugs of abuse testing. Phamatech provides testimony on our procedures, security, chain-of-custody procedure, accuracy and dependability of our results. Testimony can be provided in-person, via teleconference or web-based. Phamatech has successfully defended over 250 cases on behalf our clients.

4. CUSTOMER SERVICE

Phamatech has a live customer service department that responds to daily inquiries on test results, supplies and other requests from 5:00AM to 5:00PM PDT. For the Department of Corrections, a dedicated Account Manager would be assigned the account and provide support 24/7 support via a cell phone. In addition, technical assistance is available from our Certifying Scientists, Laboratory Directors and Expert Witnesses 24/7 via cell phone. Phamatech provides services to clients in 12 countries and operates 24 hours a day.

5. PERFORMANCE EXPERIENCES WITH SIMILAR ACCOUNTS

Phamatech has provided similar services to the following accounts:

a. U.S. Department of Homeland Security, Customs and Border Patrol, (2014 – current)

Phamatech’s services include:

- Urine collection, non-DOT, using over 200 collection sites
- Scheduling courier pickup and transporting samples to Phamatech
- Laboratory screening and confirmation test
- MRO Services
- Provide results reporting as well as statistical and summary reports
- The program has an annual test volume of more than 10,000 tests.

b. Department of Consumer Affairs, California, 2013 -current

Phamatech’s services include:

- Randomization Program
- Phone-In IVR system
- Urine collection, non-DOT, using over 40 collection sites
- Scheduling courier pickup and transporting samples to Phamatech
- Laboratory screening and confirmation test
- MRO Services
- Provide results reporting as well as statistical and summary reports

The program has an annual test volume of more than 8,000 tests.

c. Clark County Family Services, Human Resources, Fire Department , NEVADA, 2013 - current

Phamatech’s services include:

- Randomization Program
- Phone-In IVR system
- Urine collection, DOT, using 10 collection sites
- Mobile Collection Services

- Scheduling courier pickup and transporting samples to Phamatech
- Laboratory screening and confirmation test
- MRO Services
- Provide results reporting as well as statistical and summary reports

The program has an annual test volume of more than 10,000 tests.

d. San Bernardino County Child and Family Services, California, 2015 - current
Phamatech's services include:

- Randomization Program
- Phone-In IVR system
- Urine collection, DOT, using over 20 collection sites
- Mobile Collection Services
- Scheduling courier pickup and transporting samples to Phamatech
- Laboratory screening and confirmation test
- MRO Services
- Provide results reporting as well as statistical and summary reports

The program has an annual test volume of more than 20,000 tests.


6. TIMELINESS OF TEST RESULTS

Phamatech's laboratory processes all regulated specimens within 24 hours of receipt, including non-negative specimens. We operate 24 hours around the clock to make sure that all samples will be tested and reported timely. Our Laboratory Information Management System can establish a secured direct electronic link to the MRO to provide rapid turn-around time on negative and non-negative specimens. The MRO is provided with a secure web-based results reporting system with a new multi-functional search features for easy retrieval and documentation of donor results. The Account Manager reviews the daily testing report and makes sure that any delay is addressed immediately.

IV. LICENSES

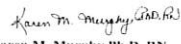
1. CERTIFICATES OF COMPLIANCE

CLINICAL LABORATORY PERMIT

 **pennsylvania**
DEPARTMENT OF HEALTH

Pursuant to the act of September 26, 1951, P.L. 1539 as amended, a Permit to operate a Clinical Laboratory is hereby granted to:

<p>Laboratory Identification Number: 31082</p> <p>Name and Director of Laboratory:</p> <p>PHAMATECH INC NOEMI AMITINA 10151 BARNES CANYON ROAD SAN DIEGO, CA 92121</p> <p>Owner: TUAN PHAM, ISSUE DATE: August 15, 2017 DATE EXPIRES: August 15, 2018</p>	<p>AUTHORIZED CATEGORIES/TESTS: CLINICAL CHEMISTRY Clinical Chemistry - Test 1 TOXICOLOGY - DRUGS URINE CONFIRMATORY TOXICOLOGY - DRUGS URINE SCREENING</p>
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Karen M. Murphy Ph.D. RN
Secretary of Health

DISPLAY THIS CERTIFICATE PROMINENTLY
This permit is subject to revocation, suspension, or limitation for violation of the Act or the Regulations promulgated thereunder.

Certificate of Accreditation


The Substance Abuse and Mental Health
Services Administration
certifies that

Phamatech, Inc.
San Diego, CA
NLCP Laboratory Number: 0437

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

Effective June 7, 2007

 Pamela S. Hyde, J.D. Administrator Substance Abuse and Mental Health Services Administration		 Frances M. Harding Director Center for Substance Abuse Prevention
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CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS PHAMATECH, INC 15175 INNOVATION DR SAN DIEGO, CA 92128-3401	CLIA ID NUMBER 05D1078844
	EFFECTIVE DATE 10/09/2016
LABORATORY DIRECTOR NOEMI AMITINA MD DIRECTOR	EXPIRATION DATE 10/08/2018

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




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

308 Certs2_091316



The College of American Pathologists certifies that the laboratory named below

Phamatech Labs
San Diego, California
Thomas Aucoin, PhD

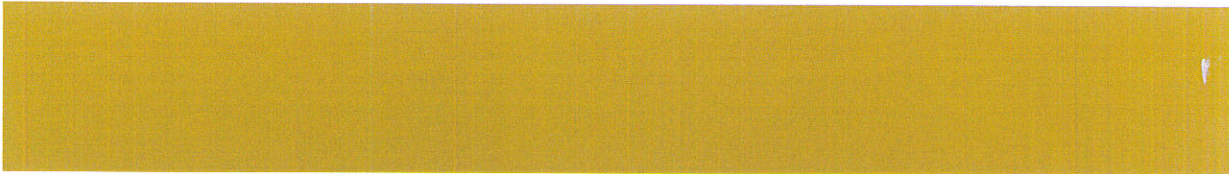
CAP Number: 7210751
AU-ID: 1512089

has met all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program. Reinspection should occur prior to January 27, 2018 to maintain accreditation.

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


Chair, Commission on Laboratory Accreditation


President, College of American Pathologists



THIS CERTIFIES THAT

Phamatech, Incorporated



* Nationally certified by the: **PACIFIC SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 325413; 424210; 541380; 621511

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

05/21/2018

Issued Date

AZ01422

Certificate Number

05/31/2019

Expiration Date

Louis Green

Rainey A. Alben, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

v. **TECHNICAL SPECIFICATIONS**

PROVIDING URINE DRUG SCREENING SERVICES AND ON-SITE TESTING SUPPLIES FOR THE CUMBERLAND COUNTY ALCOHOL AND DRUG ABUSE SERVICES OFFICE AND THE CUMBERLAND COUNTY DEPARTMENT OF CORRECTIONS

1. **INTENT**

The Board of Chosen Freeholders of the County of Cumberland intends to award one (1) contract for Providing Urine Drug Screening Services and On-Site Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections.

The conditions and requirements of these specifications are intended to be open and nonrestrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the lowest responsible, responsive bidder.

The County shall award one (1) contract for the provision of these services. The contract shall be awarded to the lowest, responsible, responsive bidder.

2. **QUALIFICATION OF BIDDER**

Bids for the provision of the services described herein shall be considered only from vendors not listed on any debarred list published by the State of New Jersey.

Bidders shall include with their bid submission the names of a minimum of three (3) references where they have provided the services described herein.

Bidders shall include with their bid submission a description of the experience, qualifications and abilities of their firm and employees to provide the services described herein.

3. **SCOPE OF WORK**

The County is interested in entering into a contract with a qualified, responsible bidder(s) who is able to Provide Urine Drug Screening Services and On-Site Testing Supplies for the Cumberland County Alcohol and Drug Abuse

Services Office and The Cumberland County Department of Corrections as herein described and specified.

1. CONTRACTOR REQUIREMENTS

The successful bidder (contractor) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the County.

The contractor and his employees engaged in performance of work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the County and the acts and omissions of such employees shall be deemed to those of the contractor. The contractor shall hold harmless the County and its employees from and against any and all losses, claims, demands, judgements, cost and expenses of every nature of any kind, arising out of or incidental to or in any way resulting from the acts or omission of the contractor or his employees while acting within the scope of their employment.

Contractors shall be paid for performance of the services as described and allowed herein, and as mutually agreed to, and shall not seek, and shall not be reimbursed, for any fee or service not described or allowed in this specification or mutually agreed to, including but not limited to, tolls, mileage fees, overtime rates, etc.

The contractor shall familiarize himself, in detail, with the total requirements of this contract and shall be required to closely monitor and inspect all work to insure compliance with these requirements.

1. CONTRACT PERIOD

This contract shall commence September 1, 2018, and terminate August 31, 2019. The County has the sole option to renew this contract for two (2) additional one (1) year terms as conditioned in N.J.S.A. 40A:11-15 and upon mutual agreement of the parties.

2. LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

3. GENERAL INSTRUCTIONS

It shall be the contractor's responsibility to ensure that their employees are fully qualified to provide the services required for this contract.

The contractor shall supervise and direct all work. The contractor shall be solely responsible for methods, techniques, sequences, procedure and coordination of all phases of the work under this contract.

The contractor shall provide all labor, materials, equipment, tools and services necessary for the proper execution and completion of the work described herein.

All work shall be performed in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal Governments and all Departments and Bureaus having jurisdiction.

The contractor shall be required to cooperate with other contractors who may be providing related services/equipment at the various project sites in order to insure seamless integration of said related services/equipment.

4. DESCRIPTION OF SERVICES

The County of Cumberland is interested in entering into a contract with a vendor who is qualified and licensed to Provide Urine Drug Screening Services including Confirmation Testing and On-Site Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections when required and/or requested by authorized personnel of said Cumberland County Departments as required.

The number of tests provided herein is for bid purposes only and are good faith estimates as to the quantity of tests which may be required and in no way represent any minimum or maximum number of tests which the County shall be obligated to purchase. The contractor shall be compensated for the number of tests actually provided.

4.1 DRUG TESTING SERVICES

The contractor shall be required to provide a Twelve (12) Drug Lab Panel Urine Test Kit with LC/MS confirmation testing that consists of a combination of the all of the following: 1) alcohol (ethanol); 2) amphetamines; 3) barbiturates; 4) benzodiazepines; 5) cocaine; 6) opiates; 7) PCP; 8) THC; 09) fentanyl; 10) methadone; 11) buprenorphine (suboxone); and 12) K2. The contractor may offer additional testing in the panel at no additional cost, however, may not provide less than the Twelve (12) specific substances itemized here.

Confirmation testing shall be performed as a follow-up procedure designed to validate positive test results. Contractors shall provide a bundled price for the drug screening and confirmation testing. The confirmation testing shall be performed using Liquid Chromatography-Mass Spectrometry (LC/MS). The drug molecules shall be separated by physical characteristics, identified based on their chemical "finger-print".

Bidders shall describe in the Bidders Data Sheet and Questionnaire on Page 24 the methodology they propose to use for the confirmation of positive tests. The County reserves the right to reject bids as non-responsive for failure to provide this information and/or if the methodology is unacceptable to the County.

The contractor shall be required to test each specimen for creatinine in order to rule out possible specimen dilution.

The contractor shall be required to provide a Twelve (12) Drug Lab Panel Urine Instant Screen Test Cup including all of the following: 1) barbiturates; 2) benzodiazepines; 3) cocaine; 4) methamphetamines; 5) methadone; 6) opiates; 7) oxycodone; 8) PCP; 9) THC; 10) buprenorphine (suboxone); 11) amphetamine; and 12) fentanyl. The contractor may offer additional testing in the panel at no additional cost, however, may not provide less than the Twelve (12) specific substances itemized here.

Upon request of the clinical supervisor or director of the County Departments, LC/MS confirmation testing of a positive Twelve (12) Drug Lab Panel Urine Instant Screen Test Cup will be provided by the contractor.

"Custom Substances" refers to a request to test urine samples for substances that are not on the Twelve (12) Drug Lab Panel Urine Test Kit or Twelve (12) Drug Lab Panel Urine Instant Screen Test Cup (See ATTACHMENT 1 Attached).

The contractor shall provide all urine collection supplies and shipping supplies/services necessary for the complete provision of these services, including but not limited to, requisition forms, specimen labels, substance abuse test devices, urine specimen bottles/beakers, chain of custody forms, security seals, prepaid overnight bags and boxes,

shipping, handling, etc.

The County shall make every effort to insure that a minimum of five (5) specimens are sent in each overnight lab pack bag or box. There shall, however, be no additional charges for shipments containing less than five (5) specimens.

The contractor shall not request and the County shall not pay any shipping charges, re-stocking fees, urine collection supplies and/or any shipping supply/service fees, etc.; the contractor shall include any and all such associated charges in their unit test prices indicated in the Official Bid Sheet. The County shall only pay the per test prices listed in the Official Bid Sheet for the number of tests actually provided.

The contractor shall report negative test results to the County within twenty four (24) hours after receipt of the specimen; confirmed positives shall be reported within forty eight (48) hours after receipt of the specimen.

The contractor shall report confirmed positives by Liquid Chromatography-Mass Spectrometry (LC/MS) to the County within forty eight (48) hours after receipt of the specimen or after a County request for Liquid Chromatography-Mass Spectrometry (LC/MS) confirmation.

The contractor must have a secure website whereby the County may access reports. The contractor shall also provide reports to the County in hard copy format via regular mail or facsimile transmission upon request at no additional charge to the County.

The contractor shall provide any and all information and/or documentation requested by the County with respect to the services described herein. The contractor shall provide access to all records, books, reports and/or other related data to the County and/or their authorized agents.

The County shall reject and return defective and/or non-conforming products and/or orders. There shall be no fees charged to the County, including but not limited to shipping fees, return fees, re-stocking fees, etc. for the return of any such products and/or orders.

1.1 STAFFING REQUIREMENTS

It shall be the responsibility of the contractor to insure that all personnel employed by the contractor and involved in the scope of the contract shall have all necessary local, State of New Jersey, and/or Federal certifications and/or licenses necessary to perform their specific duties.

1.2 EQUIPMENT

It shall be the responsibility of the contractor to provide all equipment necessary for the full completion of this contract and to insure that all equipment involved in the performance of the contract, meets or exceeds all local, State of New Jersey, and/or Federal requirements.

1.3 OFFICE LOCATION AND CONTACTS

Once awarded, this contract shall be enforced by the Cumberland County Alcohol and Drug Abuse Services Office with communications directed as follows:

Cumberland County Alcohol and Drug Abuse
Services Office 70-74 W. Broad Street

Bridgeton, New Jersey
08302 Attn: Robin
Haaf

Phone: (856) 451-3727
Fax: (856) 455-9706

OR

Once awarded, this contract shall be enforced by the Cumberland County Department of Corrections with communications directed as follows:

Cumberland County Department of
Corrections PO Box 717

54 West Broad
Street Bridgeton,
New Jersey 08302
Attn: Ryan Padilla

Phone: (856) 453-4883
Fax: (856) 453-9501

4.2 CONTRACTOR PAYMENT

The contractor shall be paid monthly upon submission of a detailed invoice directed as follows:

Cumberland County Alcohol and Drug Abuse Services
Office 70-74 W. Broad Street

Bridgeton, New
Jersey 08302 Attn:
Robin Haaf

Phone: (856) 451-3727

Fax: (856) 455-9706

OR

Cumberland County Department of
Corrections PO Box 717

54 West Broad
Street Bridgeton,
New Jersey 08302
Attn: Ryan Padilla

Phone: (856) 453-4883

Fax: (856) 453-9501

4.3 DOCUMENTATION

It shall be the contractor's responsibility to maintain all necessary documentation as required under Local, State, and Federal Laws.

vi. REQUESTED FORMS

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Phamatech, Inc.

Vendor's Name: _____

Authorized Signature: *[Signature]* Date: July 30, 2018

State of California

County of San Diego, to-wit:

Taken, subscribed, and sworn to before me this 1 day of August, 2018.

My Commission expires Feb. 13, 2019

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature] Jodee Callaghan
Purchasing Affidavit (Revised 01/19/2018)

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/agencyii.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: WV State Tax Department

Signature: _____

Title: _____

Date: _____


Name of Associate: Phamatech, Inc.

Signature: 

Title: Contract Manager

Date: July 30, 2018

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF July 20 18

Patrick Moroney
Attorney General

Appendix A.

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

Name of Associate: Phamatech, Inc.

Name of Agency: WV State Tax Department

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

All types of PHI in electronic, verbal or any other form, including but not limited to:

- Names
- Geographic data
- All elements of dates
- Telephone numbers
- FAX numbers
- Email addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial numbers including license plates
- Device identifiers and serial numbers
- Web URLs
- Internet protocol addresses
- Biometric identifiers (i.e. retinal scan, fingerprints)
- Full face photos and comparable images
- Any unique identifying number, characteristic or code

To the minimum extent necessary, the services contained within this agreement involve the transmission of protected health information required for the appropriate oversight and administration of health care services and may include, but is not limited to, data and information related to: treatment data, beneficiary eligibility, medical records, and/or billing information, in paper, electronic, or any other form.