



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

State of West Virginia
 Request for Quotation
 23 - Laboratory

Proc Folder: 658012

Doc Description: Drug Screening/Testing

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-12-09 | 2019-12-27 13:30:00 | CRFQ 0323 WWV2000000006 | 1 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

RECEIVED

2020 JAN -2 AM 9:45

WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

Envis Health
 2456 Lakeway Dr
 Russell Springs, KY 42642
 866-936-8486

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X

FEIN #

DATE

12/27/19

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING BIDS FOR THE OPEN-END CONTRACT OF DRUG SCREENING AND TESTING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

| INVOICE TO | | SHIP TO | |
|---|--|---|--|
| FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV25305 US | | OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 1 | Drug Screening/Testing per specifications attached herein | 1.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85121810 | | | |

Extended Description :

Drug Screening/Testing per specifications attached herein

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------------|------------|
| 1 | TECHNICAL QUESTIONS DUE AT 10AM | 2019-12-16 |

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
Revised 11/14/2019

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 in order 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 e-mails should have solicitation number in the subject line.

Question Submission Deadline: **MONDAY DECEMBER 16, 2019**

Submit Questions to: Dusty Smith
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: dusty.j.smith@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: DRUG SCREENING/TESTING
BUYER: DUSTY SMITH
SOLICITATION NO.: CRFQ WWW2000000006
BID OPENING DATE: DECEMBER 27,2019
BID OPENING TIME: 1:30PM
FAX NUMBER: 304-558-3970

Revised 11/14/2019

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. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ^{NA} convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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: DECEMBER 27, 2019

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 should 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:

<http://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. A request form to help facilitate the request can be found at:

<http://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(a)(7) 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. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on award _____ and extends for a period of one (1) year year(s).

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

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

Vendor must maintain:

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

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

N/A for N/A

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 11/14/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

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

Morgan Camp Client Services
(Name, Title)

Morgan Camp Client Services
(Printed Name and Title)

2456 Labeway Dr. Ste B Russell Springs, WY 82642
(Address)

366-936-8486 Fax: 844-928-9675
(Phone Number) / (Fax Number)

client.services@envivohealth.com
(email address)

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

Envivo Health
(Company)


(Authorized Signature) (Representative Name, Title)

DANIEL NEEDHAM Director
(Printed Name and Title of Authorized Representative)

12/27/19
(Date)

866-936-8486 844-928-9675
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Envivo HEALTH

Company

Authorized Signature

12/27/19

Date

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

REQUEST FOR QUOTATION
Drug Screening/Testing Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia (WFWV) to establish an open-end contract for mandatory drug screening and testing services required for individuals desiring to participate in training offered through the Workforce Innovation and Opportunity Act (WIOA) Title 1 National Dislocated Worker Grant Training and WIOA Title 1 Adult Dislocated Worker, and Youth Programs.

The successful vendor will work with the WFWV staff to provide drug screening and testing services for approximately sixteen hundred (1600) individuals per year who are referred for training-level programs funded by WIOA Title 1 National Dislocated Worker Grant Training and Workforce Innovation and Opportunity Act Title 1 Adult, Dislocated Worker and Youth. The results of the drug screening and testing will be used by WFWV to determine training and/or employment opportunities offered to and/or denied the clients.

Pursuant to section 181 (f) of WIOA Title 1, State Workforce Agencies are authorized to test and sanction WIOA participants for the use of controlled substances. Effective July 1, 2012, WFWV was authorized to begin screening all participants that enters training-level (ITA) services funded by WIOA Title 1, individual training accounts and on-the-job (OJT) for the specified drugs identified in this CRFQ.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Services”** means drug screening services as more fully described in these specifications.
- 2.2 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.3 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.4 “WIOA”** means WorkForce Innovation and Opportunity Act.
- 2.5 “WFWV”** means WorkForce West Virginia.
- 2.6 “OJT”** means on the job training.

REQUEST FOR QUOTATION
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2.7 “ITA” means individual training account.

2.8 “NG” means nanogram.

2.9 “DOT” means United States Department of Transportation.

2.10 “NIDA” means National Institute of Drug Administration.

2.11 “Medical Review Officer” means the individual responsible for receiving and evaluating laboratory results of drug screen specimens.

3. MANDATORY REQUIREMENTS:

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

3.1.1 Vendor must provide drug screening/testing in accordance with the following mandatory requirements.

3.1.1.1 Vendor must provide drug screening/testing in accordance with the following mandatory requirements.

3.1.1.2 Vendor shall be responsible for collecting urine samples to test for substance abuse of Amphetamines, Cannabinoids/THC, Cocaine, Opiates, Phencyclidine (PCP), Benzodiazepines, Propoxyphene, Methadone, Barbiturates, and Synthetic narcotics substances for the clients referred to them by WFWV.

3.1.1.3 Vendor must accept walk-in clients.

3.1.1.4 Vendor shall provide the required testing at their facilities and must provide a listing of those facilities with their bid submission.

3.1.1.5 Vendor’s business hours must accommodate clients between the hours of 8AM to 5 PM Eastern Standard Time, Monday through Friday, except for all State and Federal holidays. These holidays are listed in **Exhibit E**.

3.1.1.6 Vendor must require that the clients referred to them by WFWV have a valid Drug Test Authorization Form

REQUEST FOR QUOTATION
Drug Screening/Testing Services

signed and that is provided by a WFWV representative and shall ensure that no drug tests are given after the established date shown on the WFWV developed form. this document is found in **Exhibit D**.

3.1.1.7 Vendor shall test, record, submit for review, and legally support confirmations of test specimens in conformity within the concentration cutoff levels set forth below:

| Initial Test Analyte | Initial Test Cutoff Concentration | Confirmatory Test Cutoff Concentration |
|-----------------------------|--|---|
| Amphetamines | 1000 ng | 500 ng |
| Cannabinoids/THC | 50 ng | 15 ng |
| Cocaine Metabolite | 300 ng | 150 ng |
| Opiates | 300 ng | 300 ng |
| Phencyclidine (PCP) | 25 ng | 25 ng |
| Benzodiazepines | 300 ng | 300 ng |
| Propoxyphene | 300 ng | 300 ng |
| Methadone | 300 ng | 300 ng |
| Barbiturates | 300 ng | 300 ng |
| Synthetic Narcotics | | |
| Oxycodone | 100 ng | 100 ng |
| Hydrocodone | 300 ng | 300 ng |

3.1.1.8 Vendor must have the capability to change screening cutoffs within thirty (30) days of a written request from WorkForce West Virginia should the national cutoff levels be updated by U.S. Department of Health and Human Services or U.S. Department of Transportation.

3.1.1.9 Vendor will determine the appropriate nanogram cut-off levels for drugs that have no threshold listed above.

REQUEST FOR QUOTATION
Drug Screening/Testing Services

- 3.1.1.10** Vendor will have all test results reviewed by a Medical Review Officer
- 3.1.1.11** Vendor will agree that specimens testing positive after both the screening and confirmation test shall be considered positive for the purpose of retaining the sample. Positive samples shall be retained in a frozen state by the vendor for 365 calendar days.
- 3.1.1.12** Vendor shall provide any and all follow-up testing or analysis require to either confirm a positive result or eliminate a false positive.
- 3.1.1.13** Vendor will inform the participant of drug screen results via United States Postal Service within forty-eight (48) hours after collection of specimen for Negative tests. For positive results, the participant shall be informed within forty-eight (48) hours after review of the results by the Medical Review Officer.
- 3.1.1.14** Vendor shall ensure that all test results are clearly marked as Pass or Fail.
- 3.1.1.15** Vendor shall maintain an internet-based database of the test results. At a minimum, this database should include client name, address, last four digits of client's social security number, and the test results.
- 3.1.1.15.1** Vendor will provide confidential access to designated WFWV employees to this database. Upon award the vendor will be provided a list of agency designated employees.
- 3.1.1.16** Vendor must maintain client records for six (6) years following the expiration/cancellation of any contract resulting from this requires for quotation. This provision survives the termination of this contract.
- 3.1.1.17** At no additional cost to the agency the vendor shall support WFWV and the State of West Virginia with respect to all, legal, or otherwise related to its product, processes, confirmations, including providing answers to

REQUEST FOR QUOTATION
Drug Screening/Testing Services

Interrogatories, depositions, and providing an expert witness or witnesses to testify in court and other witnesses if needed to support its chain of custody and efficacy of its product and laboratory confirmation services.

- 3.1.1.18** The vendor must have testing/collections sites within 20 miles of WFWV local offices as shown on **Exhibit B**, upon award of contract, vendor must provide a list of addresses of their testing/collection facilities.
- 3.1.1.19** Vendor will provide documentation for each test that always includes the chain-of custody for urine specimens from collection to testing. Documentation must include a statement indicating that specimen was sealed and/or labeled for identification purposes at its collection and include spaces for printed names and signature of the employees who collect the urine specimen and must also include the signature from the donor of the specimen certifying that the specimen container was sealed and labeled in his or her presence. A witness must also sign the documentation stating that the donor acknowledged the container was sealed in their presence. The documentation will be submitted electronically to designated WorkForce staff. List will be provided upon award.
- 3.1.1.20** Vendor must ensure complete integrity of each specimen tested and respective test results by fully documentation receiving, transfer, and handling of all specimens by laboratory personnel using the chain-of-custody documentation compliant with DOT/NIDA. **Exhibit F**
- 3.1.1.21** Vendor must ensure that any subcontracted facilities or services utilized meet the mandatory requirements of this request for quotation.
- 3.1.1.22** Vendor must be able to provide services at all locations specified within this request for quotation within fifteen (15) days of issuance of award of contract.
- 3.1.1.23** Vendor must agree to abide within the rules of confidentiality issued by or through the United States Department of Transportation during this contact and/or

**REQUEST FOR QUOTATION
Drug Screening/Testing Services**

after termination/cancellation of any contract award.
(Exhibit C)

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Page, Exhibit A, by providing a per test fee based on the estimate number of tests shown to be conducted since there will only be one cost for any test conducted. WFWV will not pay any additional fees such as but not limited to fees for handling of rejected specimens. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

- 5. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 6. PAYMENT:** Vendor must submit a monthly itemized invoice reflecting at a minimum the date of test, name of donor, description of test, quantity, and rate. All payments will be made in arrears. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such cost will not be paid by the Agency separately.
- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to agency's facilities. In the event that access cards and /or keys are required:

REQUEST FOR QUOTATION
Drug Screening/Testing Services

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

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

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

8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

9. VENDOR DEFAULT:

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

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

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

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

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

**REQUEST FOR QUOTATION
Drug Screening/Testing Services**

10. VENDOR DEFAULT:

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

10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. RESPONSIBILITIES OF THE AGENCY

11.1.1 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS: <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS: <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

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DOL:

<http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, each agency must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that each agency review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status for individuals and entities hired under this contract.

12. MISCELLANEOUS:

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

Contract Manager: DANIEL NEEDHAM
Telephone Number: 866-936-8486
Fax Number: 844 936-8486
Email Address: dan@envirohealth.com

EXHIBIT B

WorkForce West Virginia Field Operations Division

www.workforcewv.org
1-800-252-5627

Exhibit B

| Office | Manager | Email | Physical Address | Mailing Address | Phone # | Fax # |
|-------------------|-------------------------------------|--|--|--|--------------------------|--------------|
| Beckley | Lisa Lilly | Lisa.M.Lilly@wv.gov | 200 New River Town Center, Suite 300 Beckley, 25801-3709 | Same | 304 256-6792 | 304 256-6798 |
| Charleston | Jeff Farley | Jeff.F.Farley@wv.gov | 1321 Plaza East, Suite 118 Charleston 25301-1400 | PO Box 2753 Charleston, 25330-2953 | 304-558-0291 | 304-558-1979 |
| Clarksburg | Donald Snyder | Donald.G.Snyder@wv.gov | 153 W Main St, Suite B Clarksburg, 26301 | Same | 304 627-2125 | 304 627-2170 |
| Elkins | Ellen Prehoda | Elizabeth.A.Prehoda@wv.gov | 1023 North Randolph Avenue Elkins, 26241-4610 | Same | 304 637-0257 | 304 637-0263 |
| Fairmont | Jo Clevenger | Jo.A.Clevenger@wv.gov | 416 Adams Street, Ste 220 Fairmont, 26554-3174 | Same | 304 363-0654 | 304 367-2779 |
| Greenbrier Valley | Dawn Graybeal | Dawn.E.Graybeal@wv.gov | 330 Red Oaks Shopping Ctr., Suite 1 Fairlea, 24902 | 330 Red Oaks Shopping Ctr., Suite 1 Ronceverte, 24970-1790 | 304 647-7410 | 304 647-7412 |
| Huntington | Open | | 2699 Park Ave., Ste. 240 Huntington, 25704-2057 | Same | 304 528-5525 | 304 528-5529 |
| Logan | Connie Carlton | Connie.J.Carlton@wv.gov | 130 Stratton Street Logan, 25601-3626 | PO Box 1619 Logan, 25601-1619 | 304 792-7010 | 304-792-7023 |
| Martinsburg | Lorrie Mason | Lorrie.L.Mason@wv.gov | 200 Viking Way Martinsburg, 25401 | Same | 304 267-0065 | 304 267-0071 |
| Mercer County | Lisa Collins | Lisa.A.Collins@wv.gov | 195 Davis St., Ste. 102 Princeton, 24740-7416 | Same | 304-425-1896 | 304-431-2517 |
| Morgantown | Bill Sochko | William.D.Sochko@wv.gov | 304 Scott Ave. Morgantown, 26508-8804 | Same | 304-285-3124 | 304-285-3117 |
| Parkersburg | Brad Morris | Brad.L.Morris@wv.gov | 300 Lakeview Center Parkersburg, 26101-1050 | Same | 304-420-4625 | 304-420-4615 |
| Putnam | Wade Thompson, Temporary Upgrade | Wade.D.Thompson@wv.gov | 3554 Teays Valley Road Suite 117 Hurricane, 25526-8711 | Same | 304-693-2877 | 304-693-2878 |
| South Branch | Tammy Hesse | Tammy.L.Hesse@wv.gov | 151 Robert C. Byrd Indus Pk Rd. Suite 1 Moorefield, 26836-8936 | Same | 304-538-3176 | 304 538-3178 |
| Summersville | Okey Smith | Okey.F.Smith@wv.gov | 830 Northside Dr., Ste 123 Summersville, 26651-2032 | Same | 304 872-0820 | 304 872-0848 |
| Weirton | Melody Lange | Melody.J.Lange@wv.gov | 100 Municipal Plaza, Ste. 300 Weirton, 26062-4573 | Same | 304-794-2000 Option 4 | 304 794-2003 |
| Welch | Lisa Collins | Lisa.A.Collins@wv.gov | 110 Park Ave. Ste 100 Welch, 24801-2557 | Same | 304-436-3131 | 304 436-6310 |
| Wheeling | Michelle Olejasz | Michelle.A.Olejasz@wv.gov | 1275 Warwood Ave. Wheeling, 26003-7129 | Same | 304-238-1035 | 304-238-1049 |

EXHIBIT C

DOT Rule 49 CFR Part 40 Section 40.321

Subpart P - Confidentiality and Release of Information

§ 40.321 What is the general confidentiality rule for drug and alcohol test information?

Except as otherwise provided in this subpart, as a service agent or employer participating in the DOT drug or alcohol testing process, you are prohibited from releasing individual test results or medical information about an employee to third parties without the employee's specific written consent.

(a) A "third party" is any person or organization to whom other subparts of this regulation do not explicitly authorize or require the transmission of information in the course of the drug or alcohol testing process.

(b) "Specific written consent" means a statement signed by the employee that he or she agrees to the release of a particular piece of information to a particular, explicitly identified, person or organization at a particular time. "Blanket releases," in which an employee agrees to a release of a category of information (e.g., all test results) or to release information to a category of parties (e.g., other employers who are members of a C/TPA, companies to which the employee may apply for employment), are prohibited under this part.

Updated: Thursday, April 7, 2016

Contact Us

Office of Drug & Alcohol Policy & Compliance

1200 New Jersey Ave, SE

Washington, DC 20590

United States

ODAPCWebMail@dot.gov

Phone: 202-366-3784

[Submit Feedback >](#)

DOT Rule 49 CFR Part 40 Section 40.331

Subpart P - Confidentiality and Release of Information

§ 40.331 To what additional parties must employers and service agents release information?

As an employer or service agent you must release information under the following circumstances:

(a) If you receive a specific, written consent from an employee authorizing the release of information about that employee's drug or alcohol tests to an identified person, you must provide the information to the identified person. For example, as an employer, when you receive a written request from a former employee to provide information to a subsequent employer, you must do so. In providing the information, you must comply with the terms of the employee's consent.

(b) If you are an employer, you must, upon request of DOT agency representatives, provide the following:

(1) Access to your facilities used for this part and DOT agency drug and alcohol program functions.

(2) All written, printed, and computer-based drug and alcohol program records and reports (including copies of name-specific records or reports), files, materials, data, documents/documentation, agreements, contracts, policies, and statements that are required by this part and DOT agency regulations. You must provide this information at your principal place of business in the time required by the DOT agency.

(3) All items in paragraph (b)(2) of this section must be easily accessible, legible, and provided in an organized manner. If electronic records do not meet these standards, they must be converted to printed documentation that meets these standards.

(c) If you are a service agent, you must, upon request of DOT agency representatives, provide the following:

[Submit Feedback >](#)

(1) Access to your facilities used for this part and DOT agency drug and alcohol program functions.

(2) All written, printed, and computer-based drug and alcohol program records and reports (including copies of name-specific records or reports), files, materials, data, documents/documentation, agreements, contracts, policies, and statements that are required by this part and DOT agency regulations. You must provide this information at your principal place of business in the time required by the DOT agency.

(3) All items in paragraph (c)(2) of this section must be easily accessible, legible, and provided in an organized manner. If electronic records do not meet these standards, they must be converted to printed documentation that meets these standards.

(d) If requested by the National Transportation Safety Board as part of an accident investigation, you must provide information concerning post-accident tests administered after the accident.

(e) If requested by a Federal, state or local safety agency with regulatory authority over you or the employee, you must provide drug and alcohol test records concerning the employee.

(f) Except as otherwise provided in this part, as a laboratory you must not release or provide a specimen or a part of a specimen to a requesting party, without first obtaining written consent from ODAPC. DNA testing and other types of identity testing are not authorized and ODAPC will not give permission for such testing. If a party seeks a court order directing you to release a specimen or part of a specimen contrary to any provision of this part, you must take necessary legal steps to contest the issuance of the order (e.g., seek to quash a subpoena, citing the requirements of [§40.13](#)). This part does not require you to disobey a court order, however.

(g) Notwithstanding any other provision of this Part, as an employer of Commercial Motor Vehicle (CMV) drivers holding commercial driving licenses (CDLs) or as a third party administrator for owner-operator CMV drivers with CDLs, you are authorized to comply with State laws requiring you to provide to State CDL licensing authorities information about all violations of DOT drug and alcohol testing rules (including positive tests and refusals) by any CMV driver holding a CDL.

[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41955, Aug. 9, 2001; 73 FR 33737, June 13, 2008; 82 FR 52247, November 13, 2017]

Updated: Monday, January 1, 2018

[Submit Feedback >](#)

EXHIBIT D

ATTACHMENT A – Drug Test Authorization Form

A GOVERNMENT ISSUED PHOT ID MUST BE PRESENTED WITH THIS FORM AT THE DRUG SCREENING FACILITY

****Attention American Job Center career planner-**
 Fax this form to Health Research Systems, Inc.: 888-233-3421 **AND**
 Fax/scan this form to WorkForce WV: 304-558-8332/WFDrugTestAuths@wv.gov

| | | |
|---|----------------|-------------|
| Customer Name (As shown on Government Issued Photo ID) | MACC ID | Date |
| | | |

| |
|--|
| Current Mailing Address (Must be current) |
| Street Address |

| | | |
|------|-------|----------|
| City | State | Zip Code |
|------|-------|----------|

| |
|--|
| Authorized By (American Job Center Staff) |
| Printed Name |

| | |
|-----------|------------------------|
| Signature | Date / / |
|-----------|------------------------|

| |
|-------------------------------|
| American Job Center Location: |
|-------------------------------|

Drug test ***MUST*** be completed by _____ (Not valid after this date)
 Customer's Initials _____

*****Attention drug screening facility staff-**
 Fax this form with **copy 4** (employer copy) of the CCF to WorkForce WV: 304-558-8332
 Fax **copy 2** (MRO copy) of the CCF to the MRO: 321-216-3155
 Mail all billing invoices for drug screen collections to:
 Health Research Systems, Inc.
 PO Box 524
 Huntington, WV 25710

| |
|--|
| Authorized By (Drug Screening Facility Staff) |
| Printed Name |

| | |
|-----------|------------------------|
| Signature | Date / / |
|-----------|------------------------|

EXHIBIT E

Exhibit E

WV State Holidays

The state of West Virginia observes 12 state holidays each year and closes early on two other days. In addition employees do not work during statewide primary and general elections.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- West Virginia Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day
- New Year's Eve (1/2 day)

EXHIBIT F

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO. 0000001

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE ACCESSION NO.

| | | | |
|--|--|---|--|
| A. Employer Name, Address, I.D. No. | | B. MRO Name, Address, Phone No. and Fax No. | |
| C. Donor SSN or Employee I.D. No. _____ | | | |
| D. Specify Testing Authority: <input type="checkbox"/> HHS <input type="checkbox"/> NRC Specify DOT Agency: <input type="checkbox"/> FMCSA <input type="checkbox"/> FAA <input type="checkbox"/> FRA <input type="checkbox"/> FTA <input type="checkbox"/> PHMSA <input type="checkbox"/> USCG | | | |
| E. Reason for Test: <input type="checkbox"/> Pre-employment <input type="checkbox"/> Random <input type="checkbox"/> Reasonable Suspicion/Cause <input type="checkbox"/> Post Accident <input type="checkbox"/> Return to Duty <input type="checkbox"/> Follow-up <input type="checkbox"/> Other (specify) _____ | | | |
| F. Drug Tests to be Performed: <input type="checkbox"/> THC, COC, PCR, OPI, AMP <input type="checkbox"/> THC & COC Only <input type="checkbox"/> Other (specify) _____ | | | |
| G. Collection Site Address: _____ | | | |
| | | Collector Phone No. _____ | |
| | | Collector Fax No. _____ | |

OMB No. 0930-0158

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate) Collector reads specimen temperature within 4 minutes.

Temperature between 90° and 100° F? Yes No, Enter Remark _____ Collection: Split Single None Provided, Enter Remark _____ Observed, Enter Remark _____

REMARKS _____

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

| | | | |
|---|--|---------------------------------|--|
| I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements. | | SPECIMEN BOTTLE(S) RELEASED TO: | |
| X _____ Signature of Collector | | _____ | |
| (PRINT) Collector's Name (First, MI, Last) | | Name of Delivery Service | |
| Date (Mo/Day/Yr) | | Time of Collection | |
| | | AM PM | |

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X _____
Signature of Donor (PRINT) Donor's Name (First, MI, Last) Date (Mo/Day/Yr)

Daytime Phone No. () Evening Phone No. () Date of Birth (Mo/Day/Yr)

After the Medical Review Officer receives the test results for the specimen identified by this form, he/she may contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

In accordance with applicable Federal requirements, my verification is:

NEGATIVE POSITIVE for: _____
 DILUTE

REFUSAL TO TEST because - check reason(s) below: TEST CANCELLED

ADULTERATED (adulterant/reason): _____

SUBSTITUTED

OTHER: _____

REMARKS: _____

X _____
Signature of Medical Review Officer (PRINT) Medical Review Officer's Name (First, MI, Last) Date (Mo/Day/Yr)

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my verification for the split specimen (if tested) is:

RECONFIRMED for: _____ TEST CANCELLED

FAILED TO RECONFIRM for: _____

REMARKS: _____

X _____
Signature of Medical Review Officer (PRINT) Medical Review Officer's Name (First, MI, Last) Date (Mo/Day/Yr)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Envivo Health Address: 2456 Lakeway Dr.
Russell Springs, KY 42642

Name of Authorized Agent: DANIEL NEEDHAM Address: _____

Contract Number: 866-936-8486 Contract Description: Director of Operations

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

Alere Toxicology, Premier Tox Laboratory

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

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

Terry Stephens

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

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


Signature:  Date Signed: 12/27/19

Notary Verification

State of Kentucky, County of Russell:

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

Taken, sworn to and subscribed before me this 27th day of December, 2019


Notary Public's Signature
com/exp 1-6-21

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education; Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Enviro Health

Authorized Signature: [Signature] Date: 12/27/19

State of Kentucky

County of Russell, to-wit:

Taken, subscribed, and sworn to before me this 27 day of December, 2019

My Commission expires 1-6, 2021

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWW2000000006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Envivo Health

Company

Authorized Signature

12/31/19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Exhibit A-Pricing Page for Drug Screening Services

| Description | Unit of Measure | Unit Cost | Estimated Number of Test | Extended Cost |
|------------------------|-----------------|-----------|--------------------------|---------------|
| Drug Screening/Testing | Each | \$54.00 | 1000 | \$54,000.00 |
| | | | | |
| Total Bid Amount | | | | \$54,000.00 |

Estimated quantity is for bidding purposes only

ENVIVO HEALTH RESPONSE TO REQUEST FOR BID

About the Bidder:

Envivo Health is a Kentucky for profit corporate entity with its primary office located at 2456 Lakeway Dr., Russell Springs, KY 42642. Envivo's website is: <https://www.envivohealth.com/> and the toll free number for Envivo being 1-866-9ENVIVO (1-866-936-8486).

Envivo began doing business in Kentucky in 2016. Since its inception Envivo has provided forensic, court ordered, pre-employment and post-accident drug testing on urine, hair, sweat patches and oral fluids. Much of Envivo's business is training the employees of its clients in drug testing, reasonable suspicion, compliance and best practices, and in creating policies and procedures for drug testing for clients. Envivo also offers all types of drug testing to clients which range from local jails to state government agencies like the Energy and Environmental Protection Cabinet in Kentucky.

Envivo Health LLC is a Kentucky company performing forensic drug testing in Kentucky and contiguous states. Envivo provides a variety of drug testing supplies and services, including dips, point of care oral and urine devices, hair testing and breathalyzer testing, background screens and DOT driver Clearinghouse coverage. Envivo partners with LabCorp and Alere for DOT testing, and with PremierTox Laboratory, a CAP and CAP FDT certified laboratory in Russell Springs, Kentucky, for non-DOT testing.

In addition to its drug testing services, Envivo also provides written policies and online, webinar and in person training on collections, reasonable suspicion, best practices, drug testing, laboratory compliance and other subjects to customers nationwide. Often employers and local and state governmental entities require updating of policies and training so that their drug testing practices conform with industry standard. Envivo's general counsel aids in review of policies and oversight of all training modules. Envivo's compliance officer assists in ensuring that all HIPAA and other privacy laws and chain of command requirements are captured in the materials used by Envivo and the customer.

The contact person during the project will be Envivo Operations Director Daniel Needham. Address: 2456 Lakeway Dr., Russell Springs, KY 42642. Direct phone line for Dan is: 270.866.9049. Fax number for Dan is: (844) 928-9675. Dan's email address is Dan@envivohealth.com.

Envivo partners with test collection sites in multiple states and will ensure that all collections occur as close as reasonably possible to the client. Envivo can also provide employee or independent contractor test collectors to provide collection services in remote locations or where a larger number of tests are requested at one time. Envivo will hire and train West Virginia residents to perform the majority of those services, thereby ensuring that the state continues to benefit from the program.

Envivo is ready to begin services under the contract promptly, and within the time specified by the State. Envivo looks forward to partnering with the state of West Virginia to better serve its workforce and needs.

Risk and Issue Management: Envivo prevents most risk and issues by effective training for staff before they work in the field, including cultural competency training, experience using translation services or interpreters for clients for whom English is not the first or primary language, anti-harassment provisions, OSHA training, general lab compliance and blood borne pathogen training. Envivo also provides training for all collectors in DOT procedures, reasonable suspicion training, and observed collections training.

In addition, Envivo does thorough background checks of all employees and provides monthly sanction screening to catch all recent but undisclosed concerns in the employee population.

Envivo staff have reporting and whistleblower training and are required to fill out incident reports for each concern or issue that arises. Those are transmitted to Envivo staff or to the anonymous reporting hotline and are promptly addressed. Envivo employees also have 24/7 availability to reach out to Envivo's Compliance/HIPAA/Privacy and Security Officer, to the OSHA/Facilities manager and to legal counsel, should an issue require expert assistance.

Project communications: Envivo is proud of its clear and transparent communications practices. Envivo Director Dan Needham personally visits each client and each partner or contracted site regularly during the term of any contract. All Envivo management staff are available 24/7 and all are cross-trained to fill every role in case of emergency. Because Envivo is a Kentucky company, staff can easily drive to any region serviced under the award within a matter of a few hours. This gives Envivo accessibility and responsiveness unique to that entity.

Services, Quality and Turn around times:

Envivo's workplace testing services are regarded as best in - with rapid turnaround times and testing for each of the drugs and panels required in the RFP. Envivo's responsive customer service team addresses issues promptly and is able to ensure smooth operations seven days a week.

Envivo sells a high volume of rapid test devices for its own customers and as a third party administrator for other entities. Envivo has purchasing and procurement staff who are able to handle ordering, shipping and amendments to rapid test devices. Envivo has a strong relationship with its rapid test device maker and frequently modifies devices according to ordering provider need. It would be business as usual for Envivo to modify rapid test devices as required by the RFP.

Envivo has direct access to the Research & Development staff and Toxicologists at its testing laboratory. This allows Envivo to respond quickly to any request for new services as well as to questions regarding test process and results.

Services Test Partners:

For testing, Envivo partners with the SAMHSA laboratory Alere Toxicology, with the address of: 1111 Newton St., Gretna, LA 70053. This lab provides 20% of the testing under this project.

PremierTox' primary testing partner is PremierTox 2.0, Inc., a/k/a PremierTox Laboratory, an independent CAP and CLIA certified laboratory located in Russell Springs, Kentucky. PremierTox is completing its CAP FDT status, a SAMHSA equivalent. This lab will provide 80% of the testing under this project.

PremierTox also contracts with Envivo to provide access to warehouse space for materials storage and additional collections and phlebotomy personnel who are employed by Envivo on an as needed basis in case of an emergency shortage of Collectors. Envivo also has access to couriers through its contract with PremierTox. Couriers can provide rapid transport of samples, materials and supplies where necessary. Couriers are located across the Commonwealth, in partnership with Envivo's current testing and collection locations.

Reporting of test results is provided through a partnership with Test Vault (Setaris Corporation), with its address being 323 E. 93rd St, Yorkville, New York, NY 10128. Test vault allows for almost immediate reporting of rapid testing devices and interfaces with the Envivo system as well as with the Department's preferred systems. Test vault also provides a portal through which individual clients or locations can log on to pull results, if that is something that would be of benefit to any site or to the Department. Envivo can assure prompt reporting of all results and rapid input of results data to aid the court and sites in assessing compliance and issues, and in managing the test process.

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

Envivo has a contract with each subcontractor. The term of each contract exceeds two (2) years. Envivo confirms annually the OSHA and other qualifications of each partner, and requires proof of insurance in the sum of \$3 million dollars from contracted partners.

Envivo uses a computerized randomizer system through Test Vault, its reporting partner. The Test Vault system is industry standard and can organize call ins and random daily testing for up to 50,000 participants a day. The system assigns each entered test subject a color and during the daily call, certain colors are selected for testing. Participants call a local or 800 number daily, at no cost to them for the call.

Envivo will provide a Call in System and Random Selection Program Database... Envivo currently has a toll free number available for use that will be made known to all participants. This is the number that the participants will call on a daily basis to find out if they have been randomly selected for drug testing. That system is capable of accepting up to 200 simultaneous calls. The system will permit each potential test subject to receive notification that they are/are not selected on a daily basis in a short (30 seconds is typical) call. Envivo also staffs a customer service/ provider relations line during business hours from 7 a.m. EST through 5 p.m CST that can answer any test subject or court question regarding participant selection and the randomization process, or questions involving test procedures and policies. Weekend testing and call-in services are available.

The call in system, randomizer and toll free number will be available seven (7) days per week and can handle in excess of 1,000 daily calls per region from various locations. The call in system provides for participant privacy protections. The system used to randomize testing has been approved for court use in multiple states

Envivo provides for data recording and data exchange with the State and its designated affiliates. Envivo has a contract with Test Vault to provide reporting. Envivo will interface with the Department's system as required by the RFP. No special technology is required to receive results. The Test Vault reports can be accessed from most PCs and mobile devices. Envivo is currently utilizing that report system with most of its clients and it is working appropriately. Envivo results from the Lab Information System (LIS) are uploaded by Envivo, and appear in the Test Vault site promptly.

Should an interface be requested or required between the Envivo system and the State's system, Envivo's IT staff can create and install that interface within a two week period in most cases.

Envivo reports results as follows:

A. Report all negative results by the next business day following the specimen collections.

B. Confirmation will be at the CAP FDT and SAMHSA certified laboratory under contract with Envivo/ Positive samples are retained for any period requested by the State.

All test results are to be sent to the designated contact person via fax, email, web access database or other transmission means as identified by the State.

Positive test results/definitive and confirmation testing are available within 72 hours in most cases.

On a regular schedule as requested or outlined by the State, Envivo will provide a flat file via FTP or any other requested method. This file will contain laboratory analysis results of urine drug screens to database. This can be modified to any required data fields provided by the State.

The Statistical Reports include:

- A. Drug test results by participant
- B. Consolidated drug test results of individuals by state, jurisdiction and/or by individual AOC program
- C. Positive rates for any drug
- D. Positive rates per drug type
- E. Positive rates for any drug by reason of test (random, court ordered or cause)
- F. Canceled task by reason of cancelation
- G. Percentage of test, per drug type, where lab result does not correspond with rapid test result
- H. Counts of each type of drug test performed
- I. Counts of each type of drug test performed by individual Department programs
- J. Percentages of scheduled task completed within a given time frame
- K. Adulterated or diluted or contaminated samples
- M. No shows or insufficient samples (although procedures are in place for "shy bladders" and other situations which would otherwise result in an insufficient sample)

Envivo data is based on enterprise level systems and software using ORACLE or SQL server, capable of supporting the total aggregate numbers of participants in the region(s) identified in 1.01. Envivo's data shall be capable of exchanging data with other data management systems, using commonly acceptable formats and methods, including at a minimum, FTP transfer of structured flat files. Envivo uses Mirth Connect integration engine, capable of sending XML or HL7.

Results on instant testing are available immediately and are recorded by the collector. That information is uploaded a minimum of 2X daily. Definitive and confirmation test results are uploaded twice daily and are available to the Department via log in to the Test Vault site. Results

Envivo will provide weekly and monthly data summaries to the State via the Test Vault site as well as in an easily utilized pdf or similar format directly to any email or computer used by the Department. Envivo IT will be available to address any technical difficulties in report transmission. These reports will include # of patients requested to test, # tested, results of each test, client identifiers, who ordered the test (random, State ordered, court ordered), test collection location, type of test and any factors that made the testing an outlier such as unusual results, client behaviors that were non-standards, or difficulty obtaining a sample.

Exhibit

A

Vendor information for Direct Primary Care

MAPPER ([HTTPS://MAPPER.DPCFRONTIER.COM](https://mapper.dpcfrontier.com))
STATES
STATE SUMMARY (/STATE-SUMMARY)
ALABAMA (/ALABAMA2)
ALASKA (/ALASKA)
ARIZONA (/ARIZONA-1)
ARKANSAS (/ARKANSAS-1)
CALIFORNIA (/CALIFORNIA-1)
COLORADO (/COLORADO-1)
CONNECTICUT (/CONNECTICUT-1)
DELAWARE (/DELAWARE)
DISTRICT OF COLUMBIA (/DISTRICT-OF-COLUMBIA)
FLORIDA (/FLORIDA)
GEORGIA (/GEORGIA)
HAWAII (/HAWAII)
IDAHO (/IDAHO)
ILLINOIS (/ILLINOIS)
INDIANA (/INDIANA)
IOWA (/IOWA)
KANSAS (/KANSAS)
KENTUCKY (/KENTUCKY)
LOUISIANA (/LOUISIANA)
MAINE (/MAINE)
MARYLAND (/MARYLAND)
MASSACHUSETTS (/MASSACHUSETTS)
MICHIGAN (/MICHIGAN)
MINNESOTA (/MINNESOTA)
MISSISSIPPI (/MISSISSIPPI)
MISSOURI (/MISSOURI)
MONTANA (/MONTANA)
NEBRASKA (/NEBRASKA)
NEVADA (/NEVADA)
NEW HAMPSHIRE (/NEW-HAMPSHIRE)
NEW JERSEY (/NEW-JERSEY)
NEW MEXICO (/NEW-MEXICO)
NEW YORK (/NEW-YORK)
NORTH CAROLINA (/NORTH-CAROLINA)
NORTH DAKOTA (/NORTH-DAKOTA)
OHIO (/OHIO)
OKLAHOMA (/OKLAHOMA)
OREGON (/OREGON)
PENNSYLVANIA (/PENNSYLVANIA)
RHODE ISLAND (/RHODE-ISLAND)
SOUTH CAROLINA (/SOUTH-CAROLINA)
SOUTH DAKOTA (/SOUTH-DAKOTA)
TENNESSEE (/TENNESSEE)
TEXAS (/TEXAS)
UTAH (/UTAH)
VERMONT (/VERMONT)
VIRGINIA (/VIRGINIA)

WASHINGTON (/WASHINGTON)
WEST VIRGINIA (/WEST-VIRGINIA)
WISCONSIN (/WISCONSIN)
WYOMING (/WYOMING)
REGULATIONS
STATE BY STATE (/STATES)
TAX TREATMENT (/TAX-TREATMENT)
OPTING OUT OF MEDICARE (/OPTING-OUT-OF-MEDICARE)
OPTED OUT MOONLIGHTING (/OPTED-OUT-MOONLIGHTING)
MEDICAID (/MEDICAID)
HIPAA (/HIPAA)
HITECH (/HITECH)
OTHER FEDERAL REGS (/FEDERAL-REGULATIONS)
DISPENSING MEDICATIONS (/DISPENSING-MEDICATIONS)
MEDICAL MALPRACTICE (/MEDICAL-MALPRACTICE)
RESOURCES
RESOURCES LISTING (/RESOURCES)
DPC DEFINED (/DEFINED)
STARTING A PRACTICE (/STARTING-A-PRACTICE)
ACADEMIC ARTICLES (/ACADEMIC-ARTICLES)
NONACADEMIC ARTICLES (/NONACADEMIC-ARTICLES)
RECORDINGS (/RECORDINGS)
DISCUSSION FORUMS (/DISCUSSION-FORUMS)
CAREER OPPORTUNITIES (/CAREER-OPPURTUNITIES)
EVENTS (/EVENTS)
PRICE TRANSPARENCY (/PRICE-TRANSPARENCY)
FORMS (/FORMS)
VENDORS (/VENDORS)
ABOUT
CONTACT (/CONTACT)
ABOUT US (/ABOUT-US)
OUR SERVICE OFFERINGS (/OUR-SERVICE-OFFERINGS)
HOW TO USE THIS SITE (/HOW-TO-USE-THIS-SITE)
BLOG (/BLOG)
PHYSICIAN LOGIN (HTTPS://DASHBOARD.DPCFRONTIER.COM)

Resources

RESOURCES LISTING
(/RESOURCES)
DPC DEFINED (/DEFINED)
STARTING A PRACTICE
(/STARTING-A-PRACTICE)
ACADEMIC ARTICLES
(/ACADEMIC-ARTICLES)
NONACADEMIC ARTICLES
(/NONACADEMIC-ARTICLES)
RECORDINGS (/RECORDINGS)
DISCUSSION FORUMS
(/DISCUSSION-FORUMS)
CAREER OPPORTUNITIES
(/CAREER-OPPURTUNITIES)
EVENTS (/EVENTS)
PRICE TRANSPARENCY

Vendors

Membership Management Platforms

- AtlasMD (<https://atlas.md/>) (in combination with EMR & in-office dispensing)
- HealthBiller (<https://www.healthbiller.com/dpc>)
- Hint Health (<http://www.hint.com/>) (integrated with multiple in-office dispense, patient communication, and EMRs solutions via Hint Connect)

(<http://www.hint.com/connect>)

- Twin Oaks (<https://www.healthclubsoftware.com/>)

Electronic Medical Record Options (we will attempt to list either free or known DPC-friendly options)

- Akute Health (<https://www.akutehealth.com/>)
- AtlasMD (<https://atlas.md/>) (combination with membership management & in-office dispensing)
- Elation (<https://www.elationemr.com/>)
- Bagel (<https://bagel.md>) (under development)
- HealthBiller (<https://www.healthbiller.com/dpc>)
- Talk EHR (<https://www.talkehr.com/>) (free)
- Wyoming Total Health Record
(<http://wyomingthr.wyo.gov/>) (free if you live in Wyoming)

In-Office Dispensing Software Options

- AtlasMD (<https://atlas.md/>) (combination with membership management & EMR)
- FlexscanMD (<http://www.flexscanmd.com/>)
- HealthBiller (<https://www.healthbiller.com/dpc>)
- MDscripts (<https://www.mdscripts.com/>)

Data Integration / Data Mining / Ordering Applications

- Health Gorilla (<https://www.healthgorilla.com/>)
- KPI Ninja (<https://www.kpininja.com/>)
- Wellcentive (<http://www.wellcentive.com/physicians/>)

In-Office Dispensing Medication Suppliers

- AndaMeds (<https://www.andameds.com/login.htm>)
- Atlantic Health Partners
(<https://www.atlantichealthpartners.com/>) (vaccinations and

related supplies)

- Bonita Pharmaceuticals (<http://www.bonitapharma.com/>)
- Diathrive (<https://diathrive.com/>) (diabetic testing supplies)
- Henry Schein (<https://www.henryschein.com/us-en/Medical/Services/RxDispensing.aspx>)
- McKesson
(<https://www.mckesson.com/providers/physician-practices/oncology-and-specialty-practice-solutions/in-office-dispensing/>)
- Moore Medical
(<https://www.mooremedical.com/index.cfm?>)

Patient Care Coordination

- Sling Health (https://www.slinghealth.com/?utm_source=dpc_frontier)

Communication Options

- DoctorsTelemed (<http://doctorstelemed.org/practice/>)
- Hale Health (<http://www.hale.co/>)
- HealthBiller (<https://www.healthbiller.com/dpc>)
- Twine (<http://www.twinehealth.com/>)
- Medici (<https://medici.md/>)
- TouchCare (<http://www.touchcare.com/your-practice/>)
- SecureVideo (<https://www.securevideo.com/>)
- Spruce Health (<https://www.sprucehealth.com/>)
- VSee (<http://vsee.com/>)
- WhisperSystems (<https://whispersystems.org/>) (appears to be private - though I doubt they would sign a business associate agreement)

Benefits Advice

- Creative Risk Underwriters
(<https://www.creativeuw.com/employer-groups>)
- Phia Group (<http://www.phiagroup.com/>) (this talk by Adam Russo, JD (<https://www.youtube.com/watch?v=nwtR2lLmkCo>) is a helpful introduction)
- Simplifi Benefits (<http://simplifibenefits.com/>)
- Zenefits (<http://www.zenefits.com/>) (Free Online HR Software)
- Maxwell Health (<https://www.maxwellhealth.com/>) (benefits administration for employers)
- Medical Cost Advocacy
(<http://www.medicalcostadvocate.com/>) (might be able to help argue hospital charges)
- Redirect Health (<http://redirecthealth.com/>)
- Remedy (<https://www.tryremedy.com/>)

Specialty Consultation

- Cardiology
 - Dr. Michel Accad (<http://athleticheartsf.com/our-services/>) (San Francisco, CA)
- Gastroenterology
 - Integral Gastroenterology Center
(<http://igcmed.com/services/>) (Spring, TX)
- Endocrinology
 - Boise Thyroid Endocrinology (<http://boisethyroid-endocrinology.com/services/>) (Boise, ID)
- Pathology
 - Aurora Diagnostics (<http://www.auroradx.com/>)
 - Cole Diagnostics (<http://www.colediagnosics.com/>)
- Surgery
 - Surgery Center of Oklahoma

- (<http://www.surgerycenterok.com/>) (Oklahoma City, OK)
- Good Shepherd Health System
(<http://www.gsmc.org/patients-visitors/cash-pricing>)
(Longview, TX)
- Ocean Surgery Center
(<http://www.californiasurgeryprices.com/>) (Torrance, CA)
- Regency Health (<http://www.regencyhealthnyc.com/>)
(New York NY)
- Pacific Surgical Center
(<http://www.pacificsurgicalwa.com/pricing/>)
(Longview, WA)
- Southwest Orthopedic Associates
(<http://www.sworthopedic.com/Cash-Option-Pricing.html>) (Fort Worth, TX)
- Synergy Spine Center
(<https://synergyspinecenter.com/pricing/>) (Seneca, SC)
- Sleep Medicine
 - Singular Sleep (<https://singularsleep.com/pages/6-ways-singular-sleep-can-help-your-practice-infographic>) (Mt Pleasant, SC)
 - Somno Services LLC (<https://www.somnosvc.com/>)
(Charlotte, NC)
- Sports Medicine / PM&R
 - Brand Performance Medicine
(<http://www.erikbrandmd.com/>) (Bellevue, WA)
- Quick Distance (curbside) Consults- RubiconMD
(<https://rubiconmd.com/>)
- AAPS has a listing of direct payment / cash friendly practices

(http://www.aapsonline.org/index.php/site/article/direct_payment_cash_friendly_practices/) that might be helpful when looking for referral options

Labs / Diagnostic Testing

- Boston Heart Diagnostics
(<https://www.bostonheartdiagnostics.com/>)
- Butterfly Network (<https://www.butterflynetwork.com/>)
(ultrasounds)
- Cedar Diagnostics (<http://www.cedardx.com/>)
- Clinical Pathology Laboratories
(<https://www.cpllabs.com/home.aspx>)
- Envivo Health (<https://www.envivohealth.com/>) &
PremierTox Laboratories (<http://www.premiertox.com/>)
- LabCorp (<https://www.labcorp.com/wps/portal/>)
- Life Line Screening (<http://www.lifelinescreening.com/>)
- Quest Diagnostics
(<http://www.questdiagnostics.com/home.html>)
- Shoebox Audiometry
(<https://www.shoebox.md/products/clinical-audiometer/>)
- TZ Holter Monitors
(<https://tzmedical.com/products/arrhythmia-division/clarus-40-holter-monitor.html>)

Discount Medications

- Blink Health (<https://www.blinkhealth.com/>)
- GenScripts (<http://genscripts.com/genscripts-pricing/>)
(Oklahoma discount pharmacy)
- GoodRx (<http://www.goodrx.com/>)
- Marley Drug (<http://marleydrug.com/>) (deep generic discounts, free shipping from North Carolina)
- Merck Sample Center

(<https://www.mercksamplecenter.com>) (free samples mailed at your request)

- NeedyMeds (<http://www.needymeds.org/>) (source of aggregated ways to obtain discounted medications for your patients)

Insurance Companies (These groups promote level-funded stop loss plans. See National Association of Health Underwriters (<https://www.nahu.org/>).

- Aetna Funding Advantages (<https://www.aetna.com/employers-organizations/mid-sized-business/costs-administration.html>)
- All Savers (<https://www.myallsavers.com/myallsavers>) (United Healthcare)
- Allied National (<http://www.alliednational.com/>)
- National General (<https://www.ngicbenefits.com/>)

Coverage

- Moonlight DPC (<https://moonlightdpc.com/>)

Physician Loans

- Physician Loans: 14 Things Every Doctor & Resident Should Know (<https://www.doctorloanusa.com/14-things-to-know-about-physician-loans/>) (excellent comprehensive review!)

- Summary of options from the White Coat Investor (<http://whitecoatinvestor.com/personal-finance/the-doctor-mortgage-loan/>) blog

Medical Malpractice

- MedPro Group (<http://www.medpro.com/>)
- NFP Healthcare Industry Insurance Services, Inc. (<https://nfp.com/>)

Website Design

- DPC Spot (<https://dpcspot.com>)

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Founded by Phil Eskew

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CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Van Meter Insurance Group, Houchens Insurance Group, 1240 Fairway Street, Bowling Green, KY 42103. CONTACT: Elizabeth Garrett, CPCU, AAI, MLIS, CRIS. PHONE: (270) 467-1347 4292. FAX: (270) 467-1279. E-MAIL ADDRESS: egarrett@higusa.com. INSURER(S) AFFORDING COVERAGE: Evanston Insurance Company (NAIC # 35378), Hartford Accident and Indemnity Company (22357).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (SM931224), Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability (33WEAA3142), and Med Prof Liab (SM931224).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insureds Physical Location: 2431 Lakeway Drive Suite 17A-1 Russell Springs KY 42642
2431 Lakeway Drive Suite 17A-1, Russell Springs, KY 42642
128 Daniel Drive, Danville, KY 40422
1814 Cumberland Avenue, Middlesboro, KY 40965

CERTIFICATE HOLDER and CANCELLATION sections. CANCELLATION text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Kyle R. Fleener.



EVIDENCE OF PROPERTY INSURANCE

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

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

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

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

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

REMARKS (Including Special Conditions)

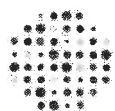
Special Conditions:
2010 Ford Transit Connect - VIN: NM0LS6AN7AT015774

CANCELLATION

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

ADDITIONAL INTEREST

| | | | |
|--|---|--|-------------------------------------|
| NAME AND ADDRESS Evidence of Coverage | <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> MORTGAGEE | <input type="checkbox"/> LENDER'S LOSS PAYABLE | <input type="checkbox"/> LOSS PAYEE |
| | LOAN # | | |
| | AUTHORIZED REPRESENTATIVE <i>Kyle R. Fleener</i> | | |



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

PremierTox 2.0 Inc
Laboratory
Russell Springs, Kentucky
Richard L. Lozano, MD

CAP Number: 7535850

AU-ID: 1603665

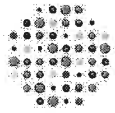
CLIA Number: 18D2012989

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to April 12, 2020 to maintain accreditation.

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

Chair, Accreditation Committee

President, College of American Pathologists



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

PremierTox 2.0
PremierTox Laboratory
Russell Springs, Kentucky
Kent G. Johnson, MS

CAP Number: 9468534
AU-ID: 1798377

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 October 4, 2021 to maintain accreditation.

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

Chair, Accreditation Committee

President, College of American Pathologists

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Alere Toxicology Services, Inc.

Richmond, VA

NLCP Laboratory Number: 0760

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

Effective June 20, 1994

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

Pamela S. Hyde, J.D.
Administrator

Substance Abuse and Mental Health Services Administration



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

Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

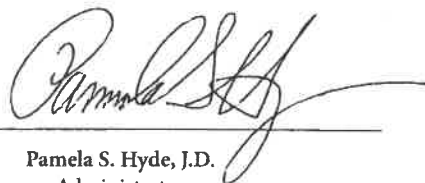
Alere Toxicology Services, Inc.

Gretna, LA

NLCP Laboratory Number: 0083

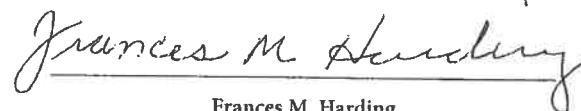
has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 26, 1989



Pamela S. Hyde, J.D.
Administrator

Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

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

Certificate of Existence

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

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

Envivo Health, LLC

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

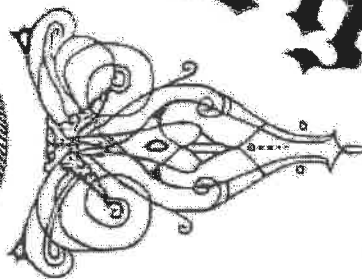
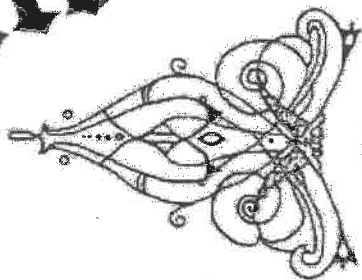
I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

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



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

State of West Virginia



Certificate

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

ENVIVO HEALTH, LLC

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

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



Mac Warner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

11/20/2018

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

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

| PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 | CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Old Republic Insurance Company | 24147 | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
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| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED 1453289 Alere Toxicology Services, Inc 1111 Newton Street Gretna LA 70053 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 15642847 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|-------------------------------------|----------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date: 1/1/2005 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | N | N | MWZZ 314337 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> N/A | NOT APPLICABLE | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX |
| A A | Professional Liability | N | N | MWZZ 314337 Retro Date 5/1/17 | 1/1/2019 | 1/1/2020 | Professional Liability: \$1,000,000 per occurrence/\$3,000,000 aggregate |

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

RE: COVERED LOCATIONS: 9417 BRODIE LANE, AUSTIN TX 78748; 450 SOUTHLAKE BLVD, RICHMOND VA 23236; 1111 NEWTON ST., GRETA LA 70053.

CERTIFICATE HOLDER

15642847
FOR CREDENTIALING PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Nathan F. Moore



Professional Profile

Healthcare Professional with 20 plus years of experience, 15 years of which have been in formal leadership roles. Diverse background in healthcare compliance and management, with operational and technical experience. In depth understanding and application of guidelines and standards from various regulatory agencies, to include: OSHA, EPA, OCR, CAP, TJC, and CMS.

Education and Certifications

Bachelor of Science, Clinical Laboratory Science

University of Cincinnati

Compliance Academy

Health Care Compliance Association

Professional Certifications

CHC (Compliance Certification Board)

MLS^{cm} (ASCP)

MLT (ASCP)

Employment

Senior Director of Operations

PremierTox Laboratory, 3/2012 to 8/2015 and 9/2017 to present

- **Responsibilities:**
 - Manage workflow for multiple laboratory locations
 - Serve as the Technical Supervisor as defined by CLIA and CAP

Compliance and Privacy Officer

PremierTox Laboratory, 8/2015 to 9/2017

- **Responsibilities:**
 - Chair of Compliance Committee
 - Oversee implementation of Compliance Program
 - Development of and provide education on policies and procedures
 - Coordinate with leadership team to ensure compliance with any applicable regulatory guidelines
 - Ensure adherence to HIPAA standards regarding confidentiality of patient information and security rules

Director of Laboratory Services EMFLH and MedSource HME

Ephraim McDowell Health, 4/2011 to 3/2012

- **Responsibilities:**
 - Manage day to day responsibilities of EMFLH laboratory operations
 - Maintain accreditation for both locations
 - Strategic planning and budgeting
 - Implementing organizational strategies

MedSource Manager

Ephraim McDowell Health, 11/2008 to 4/2011

- **Responsibilities:**
 - Direct and managed the durable medical equipment department, multiple locations
 - Planning and budgeting
 - Develop opportunities regarding revenue growth and patient care
 - Served as lead for Joint Commission accreditation
 - Recruitment of referrals from providers in service area

Laboratory Facilitator

Ephraim McDowell Health, 6/2005 to 11/2008

- **Responsibilities:**
 - Quality control and quality assurance management
 - Personnel management (20+ direct reports, multiple shifts)
 - Supply and inventory management
 - CAP team member

Mathew Brinkley Luttrell

Work Experience

Jul 2018 – Present **Certifying Scientist & Confirmation Manager:** PremierTox Lab., *Russell Springs, KY*

- Accepts 24/7 responsibility and accountability for the Certifying Scientist & Confirmation Departments.
- Verify initially interpreted LC-MS/MS data, and compares the results with the hard copy data, to work list; and to the LIMS system to ensure accuracy of the data prior to releasing results.
- Perform LC-MS/MS operations and duties
- Investigate any inconsistencies or questionable results.
- Evaluate correlation of the screening data and medications listed on the MS data, when applicable.
- Oversee department of 2 Certifying Scientists, 3 Toxicology Analysts, and a Technical Services Engineer.
- Responsible for the development and training of new employees
- Conduct regular departmental meetings.
- Responsible for result interpretation assistance for Customer Service Department.
- Available for clinician phone call inquiries and requests.
- Responsible for evaluation of current SOPs.
- Attend and participate in weekly Senior Lab Leadership meetings.
- Coordinate laboratory functions and represent the toxicology laboratory professionally

Jun 2017 – Present **Quality Manager:** PremierTox Laboratory, *Russell Springs, KY*

- Registered Technical Supervisor under 902 KAR 11:030 Section 2.
- Head of the Quality Committee.
- Incorporates Lean Six Sigma strategies for problem solving, streamlining, and waste elimination.
- Demonstrates advanced understanding in all processes of the laboratory.
- Authors and audits various standard operating procedures (SOP) and technical documents/write-ups.
- Conducts internal and external (CAP & RTI) proficiency testing - documents investigations.
- Initiates and documents corrective action investigations pertaining to employee performance, control failures, process deviations, and corrective/amended reports.
- Creates quality tracking programs, logs, and monitors to be utilized throughout all departments.
- Regularly monitors quality control data ranging from LC-MS/MS batch controls and criteria acceptance to sample volume turn-around-time data. Designs and incorporates preventative measures.
- Creates/utilizes control charts & graphical designs (i.e. Levey Jennings charts) for visual & stat analysis.
- Improves and implements more effective sample-flow procedures to reduce turn-around-time and errors associated with human intervention.
- Hosts monthly QM meeting and actively participates in biweekly laboratory leadership meetings. Records and authors minutes for each.
- In direct contact with clinical practitioners and lab personnel for quality & scientific/toxicology inquiries.

- Utilizes customer data and surveys for product development and enhanced satisfaction.
- Aids in research and development of novel fragment ions for analyte discovery and validation.
- Authors promotional/educational material involving new drug validations and method updates.
- Tracks and manages reagent and drug ampule inventory.
- Prepares and formulates calibrators and quality controls in-house for Immunoanalyzers and LC-MS/MS.
- Project lead often requiring collaboration with lab personnel, supervisors, customer service representatives, district branch managers, business leadership, and/or pathologist/Medical Director.
- Yearly continuing education: OSHA, HIPAA, compliance, safety, etc...
- Demonstrates a high degree of organizational skills – maintains large repository of documentation.
- Excellent with Microsoft Office Suite – Word, Excel (VBA), PP, Access, SQL (queries)

May 2014 – Jun 2017 **Certifying Scientist:** PremierTox Laboratory, *Russell Springs, KY*

- Correlate LC-MS/MS result data with listed medications, history, and IA screen results.
- Verify that methodology and the process flow delivered reliable results based on analytical checkpoints.
- Applied stringent analytical techniques, ensuring accurate results prior to releasing data to physicians.
- Demonstrate proficient knowledge in drug metabolism & interpretation, process impurities, method validation, matrix effects, and various analytical parameters vital to ion discovery and verification.

Jun 2013 – May 2014 **Toxicology Analyst:** PremierTox Laboratory, *Russell Springs, KY*

- Proficiently used the LIS and other business & technical software.
- Complied with HIPPA regulations to safeguard confidentiality of patient information.
- Participated in quality assurance monitors. Collect information as requested.
- Read and complied with all appropriate safety, technical, and personnel policies and procedures.
- Properly handled and disposed of hazardous wastes.
- Properly operated and maintained laboratory equipment, to include PC's & printers, LC-MS/MS instruments, immunoassay analyzer, refrigerators & freezers, balance, centrifuges, water baths, heat blocks, pH meter, water purification system, pipettes, thermometers, hoods, sonicators, and other equipment as needed.
- Made calculations and prepared solutions and dilutions.
- Sequenced and processed calibration curves, batches, QC, standards, & test samples.
- Read, interpreted, and reviewed report data and issues accurate reports.
- Participated in training new employees.

Education

Masters of Science in Biology (*Incomplete*)

Eastern Kentucky University - Richmond, KY

January 2011 to May 2012

- Taught various biology labs, assisted professors with research on several projects, proctored exams, and drove/assisted professors with fieldtrips and regular class outings.
- Independently studied chemosensory ability of Plethodontid salamanders to predatory odors, requiring PCR, Gel Electrophoresis and other advanced methods of DNA analyzing.
- Coauthored article "Thermal Tolerance and Acclimation in house crickets, *A. domesticus*"
- Awarded Graduate Assistantship for excellent student and teaching fellowship

Bachelor of Science in Premedical Biology

University of Kentucky - Lexington, KY

August 2006 to May 2010

- Researched the bryophyte *Conocephalum conicum* on envir. influences of sexual expression.
- Presented findings at National Conference for Undergraduate Research (NCUR) in Wisconsin.
- Manipulated experiments with UVA/UVB on the effects of captive breeding in endangered turtles.
- Sustained 12 species of turtles, ~60 individuals, by feeding and cleaning cages every two days.
- K-crew committee - Incoming freshmen mentor, group discussion leader, and activity planner.
- Instrumental and Computer Skills
- Laboratory techniques associated with PCR, gel electrophoresis, etc
- Advanced knowledge in Microsoft Excel, Word, and Powerpoint
- Proficient with statistical programming software: SPSS, Program R, PRESENCE, MARK

Certifications/Licenses

Certified Continuous Improvement Manager

March 2017 to Present

MSI 7529595

Six Sigma Lean Black Belt Professional

March 2017 to Present

MSI 7529594

Waters Certificates of Training

October 2014

- ASAP: Atmospheric Solids Analysis Probe eLearning Module
- Quantification using MS
- LC Method Development
- Mass Analyzers
- Ionization Modes
- LC/MS Introduction

AAMRO

American Association of Medical Review Officers



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

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

American Association of Medical Review Officers

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

Certified Medical Review Officer

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

Given and dated this 11th day of December 2016



Richard J. Gault Chairman

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

Cindy Ferrell Corporate Secretary



Certificate Number

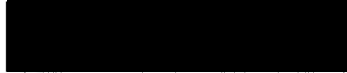


Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

May 18, 2015

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



Certification Number:



Current Certification Date: May 15, 2015

Certification Expiration Date: May 15, 2020

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

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

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

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

RICHARD B. PERKINS, MD



| | |
|------------------------------|---|
| Experience | <p>Wayne County Hospital, Monticello, Ky 1990-1991 Private Practice Internal Medicine</p> <p>Russell County Hospital , Russell Springs, Ky 1991-1997 Emergency Medicine, Clinic</p> <p>Westlake Hospital, Columbia, Ky 1997-1998 Emergency Medicine, Clinic</p> <p>Marymount Medical Center, London Ky 1998-2007</p> <ul style="list-style-type: none">▪ Emergency Medicine Medical Director▪ Established Hospitalist Program <p>Russell County Hospital, Russell Springs, Ky 2007-Present</p> <ul style="list-style-type: none">▪ Emergency Medicine Medical Director▪ Hospitalist <p>Substance Abuse Practice, London & Somerset, Ky 2009-2019</p> <ul style="list-style-type: none">▪ Medical Assisted Treatment Outpatient▪ Medical Stabilization (Detox) Program (@RCH) |
| Education | <p>University of Kentucky – Lexington, Ky – BS Chemical Engineering 1978-1983</p> <p>University of Kentucky – Lexington, Ky – Doctor of Medicine 1983-1987</p> |
| Postgraduate Training | <p>Carolinas Medical Center – Charlotte, NC – Internal Medicine 1987-1990</p> |
| Certifications | <p>American Board of Internal Medicine 1990, 2004, Currently eligible to recertify</p> <p>ACLS, PALS, ATLS (Certificates available by request)</p> |

Certified Medical Review Officer
Medical Review Officer Certification Council
Expiration October 20, 2024

References

Available by request

Contact Information

MROCC

Medical Review Officer Certification Council

certifies that

Richard B Perkins, MD

has successfully met all eligibility and examination criteria
and is hereby designated a

Certified Medical Review Officer

Certification Number: [REDACTED]

Effective from October 20, 2019

to October 20, 2024





THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 12, 2019

VAN METER INSURANCE AGENCY INC / 33750791
PO BOX 1779
BOWLING GREEN KY 42102

Policy Information:

| | |
|-------------------------------|---|
| Policy Holder Details: | PREMIERTOX 2.0 INC PO BOX 1240 RUSSELL SPRINGS KY 42642 |
| Policy Number: | 33 WE AA3142 |

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not received by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an audit will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us at least 3 days prior to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide *how* your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



Policy Number 33 WE AA3142

Policy Effective Date 06/01/19

PREMIERTOX 2.0 INC
PO BOX 1240
RUSSELL SPRINGS KY 42642

Dear Hartford Insured,

Re: An Important Message to Workers Compensation Policyholders

The control of workplace accidents and injuries should be among the highest priorities of your firm. Each accident wastes precious human and financial resources, and introduces inefficiencies into your operations. From a practical standpoint, the control of accidents, and their inevitable costs, simply makes good business sense.

An effective risk engineering program can save you money and aggravation, can positively impact your loss experience (and thus your premium), and most importantly, can help you maintain solid control of your operations.

As a service to you, our valued customer, the Risk Engineering Department of The Hartford in cooperation with your independent agent, can assist you in establishing risk engineering strategies. If you would like assistance, please complete and return to us the reply portion of this brochure, or contact your independent agent.

Services Available

The following is a description of some of the services that we provide. The types of services that may be appropriate for your business depend upon the nature and size of your operations and the specific risk engineering services you have requested. The cost of risk engineering services may or may not be a part of your insurance premium. This depends on the extent of the requested services, agreements stated in your insurance policy and program, and statutory regulations that may require us to provide risk engineering services.

- 1) **Reference Materials** – Information about risk engineering topics that can be provided or made available to you to help you to enhance your risk engineering program.
- 2) **Telephone Consultation** – We can hold a teleconference with you to help you to evaluate your risk engineering program, identify areas for improvement, and recommend ways to implement such improvements.
- 3) **Onsite Consultation** – This consists of visiting your premises and helping you to assess and remedy your risk engineering needs onsite. This level of service is usually only appropriate for larger, higher hazard operations. The following are examples of some of the services that could be provided onsite:
 - o A review of your safety program to determine its adequacy and recommend modifications to that plan where needed.

- o Specific hazard evaluations, including ergonomics, industrial hygiene or material handling.
- o An initial survey and evaluation to address potential safety and health hazards.
- o Consultation to help management establish a comprehensive loss prevention Program.
- o Periodic summaries of accidents and analysis of causes.
- o Follow-up visits to check on progress and to provide continuing assistance when required.

A Word About OSHA

The Occupational Safety and Health Act of 1970 and similarly approved State Plans require employers to provide their employees with safe and healthful places to work. The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and similar State agencies enforce the regulations and apply penalties (civil and criminal) for non-compliance.

New standards have been developed, and through application and interpretation, standards change. You should make yourself aware of the standards that are applicable to your operations, and assure yourself that reasonable efforts are made to be in compliance. Copies of the standards are available through most libraries, or can be obtained through OSHA or the U.S. Government Printing Office.

You should know that neither The Hartford, nor any other party, can fulfill your obligations under the Law. Questions related to your legal obligations should be referred to your legal counsel.

Some Safety Reminders from The Hartford:

Have you considered:

- o The need to formalize your safety efforts to assure compliance and document your efforts?
- o The need to acquire Material Safety Data Sheets on all hazardous materials and the need for training on appropriate safety measures for your employees?
- o Requirements for record keeping of injuries, illnesses, and exposure to hazardous substances?
- o Assessing each job task to determine hazards and needed controls?
- o Measuring each exposure to hazardous substances to determine the need for control or personal protective equipment?
- o What mechanisms are in place to periodically verify that exposure controls (guards, ventilation systems, etc.) are still in place and working?
- o What specific training your employees and your supervisors need to avoid hazards in the workplace?
- o What specific OSHA standards apply to your business?

- o What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- o The financial impact an injury or illness has on your business?
- o What resources are available to you to help prevent accidents and illnesses?

Thank you for your business.

Sincerely,

The Hartford's Risk Engineering Department

THIS BROCHURE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE ON-SITE SAFETY INSPECTION CONDUCTED BY A QUALIFIED RISK ENGINEERING SPECIALIST. READERS ARE ENCOURAGED TO HAVE SUCH AN INSPECTION CONDUCTED BOTH TO PROMOTE WORKPLACE SAFETY AND TO COMPLY WITH APPLICABLE LAW.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, EITHER TELEPHONE OR MAIL THIS FORM TO YOUR HARTFORD AGENT OR NEAREST OFFICE OF THE HARTFORD

NOTICE TO ARKANSAS POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by ARK. Code Ann. §11-9-409(D) and Rule 32. If you would like more information, call The Hartford's Risk Engineering Department, One Hartford Plaza, T-7, Hartford, CT 06155 at 1-866-586-0467. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

NOTICE TO CALIFORNIA POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain occupational safety and health risk engineering consultation services as required by the California Labor Code, §6354.5, at no additional charge. If you would like more information call The Hartford's Risk Engineering Department at 1-866-586-0467 for occupational safety and health risk engineering consultation services.

California Workers Compensation insurance policyholders may register comments about the insurer's risk engineering consultation service by writing to:

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
P.O. Box 420603
San Francisco, California 94142

NOTICE TO PENNSYLVANIA POLICYHOLDERS

The Hartford maintains and provides accident and illness prevention services as required by the nature of the policyholder's business or its operation, in accordance with the Pennsylvania Workers' Compensation Act. For more information about these services contact your Hartford Agent or nearest office of The Hartford.

NOTICE TO TEXAS POLICYHOLDERS

Pursuant to Texas Labor Code §411.066, The Hartford is required to notify its policyholders that accident prevention services are available from The Hartford at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services.

The Hartford is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact The Hartford at 1-866-586-0467 and email contactriskengineering@thehartford.com for accident prevention services or 1-877-952-9222 and email CentralClaimCenter.WCEDM@thehartford.com for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 1-512-804-5000.

If The Hartford fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

To The Hartford's Risk Engineering Department:

Yes – I am interested in obtaining information concerning:

- | | | |
|--|--|---|
| <input type="checkbox"/> General Topics | <input type="checkbox"/> Business Continuity | <input type="checkbox"/> Construction |
| <input type="checkbox"/> Accident Analysis | <input type="checkbox"/> Business Travel Safety | <input type="checkbox"/> Construction Site Consultation |
| <input type="checkbox"/> Accident Investigations | <input type="checkbox"/> Contingency Planning Overview | <input type="checkbox"/> Construction Equipment Hazards |
| <input type="checkbox"/> Establishing a Risk Engineering Program | <input type="checkbox"/> Emergency/Disaster Response | <input type="checkbox"/> Hazard Communication |
| <input type="checkbox"/> Hazard Recognition | <input type="checkbox"/> Emergency Evacuation Drills | <input type="checkbox"/> Ladders & Scaffolds |
| <input type="checkbox"/> Safety Committees | <input type="checkbox"/> Emergency Preparedness Planning | <input type="checkbox"/> Trenching & Evacuation |
| | | <input type="checkbox"/> Fall Protection |
| <input type="checkbox"/> Ergonomics | <input type="checkbox"/> Industrial Hygiene | <input type="checkbox"/> Property |
| <input type="checkbox"/> Back Injury Prevention | <input type="checkbox"/> Hazard Communication | <input type="checkbox"/> Automatic Sprinkler System |
| <input type="checkbox"/> Computer Workstation | <input type="checkbox"/> Industrial Hygiene (general) | <input type="checkbox"/> Flammable Liquids |
| <input type="checkbox"/> Cumulative Trauma Disorders | <input type="checkbox"/> Indoor Air Quality | <input type="checkbox"/> Fire Prevention and Protection |
| <input type="checkbox"/> Ergo Train-the-Trainer | <input type="checkbox"/> Noise Exposures | <input type="checkbox"/> Fire Drill and Evacuation |
| <input type="checkbox"/> Telecommuting | <input type="checkbox"/> Respiratory Protection | <input type="checkbox"/> Hot Work Permit Program |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Workers' Compensation | <input type="checkbox"/> Other Topics |
| <input type="checkbox"/> 3-D Driver Training | <input type="checkbox"/> Bloodborne Pathogens | <input type="checkbox"/> Business Risk Management |
| <input type="checkbox"/> Driving Defensively | <input type="checkbox"/> Drug Screening | <input type="checkbox"/> General Liability Investigations |
| <input type="checkbox"/> Fleet Newsletter | <input type="checkbox"/> Machine Safeguarding | <input type="checkbox"/> Product Liability Programs |
| <input type="checkbox"/> Guide to Successful Driver Mgmt | <input type="checkbox"/> Return to Work Programs | <input type="checkbox"/> Safety Training |
| <input type="checkbox"/> School Bus Driving Tips | <input type="checkbox"/> Slip and Falls | <input type="checkbox"/> Security/Terrorism |

Name _____

Company _____ **Policy #** _____

Address _____

City & State _____ **Zip Code** _____

Email Address: _____ **Telephone** _____

For more information on the above, you can visit our website at
<https://www.thehartford.com/riskengineering>
 Or you may forward your request to:
 Fax line: 1-860-723-4459
 Or mail to:
 The Hartford Financial Services Group
 Risk Engineering Department
 One Hartford Plaza, T-7
 Hartford, CT 06155



MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES

WHAT IS A PREMIUM ADJUSTMENT?

When your Workers' Compensation policy was issued you paid a deposit premium based on the nature of your business and estimates of your payroll. At the end of the policy period, we conduct an audit to compare the estimates against the actual figures and operations. Based on this comparison an adjustment is made. If the actual premium is less than what you already have paid, a refund will be made. If it's more, you will be billed for the difference. These adjustments are subject to any minimum premiums that apply.

HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

On smaller, less complex operations we may e-mail you, call you, or mail you a request to ask you to provide the information via our online web-based portal, mail or telephone. If we require this information, we will provide an electronic link to, or a paper copy of, the necessary forms for you to complete.

On larger, more complex operations one of our Premium Auditors will contact you for an appointment. You will be contacted either by e-mail, telephone or mail. If directed, the auditor will contact your accountant to obtain as much information as possible and contact you at a later time for additional information that may be needed.

BASIS OF PREMIUM

Remuneration (Payroll) in most states, includes:

Payment of: Wages, bonuses, commissions, overtime,* sick pay, vacation pay,* tool allowances, contributions to individual retirement accounts, employee contributions to employee benefit plans.

Payments on basis of: Piece work, incentive plans, profit sharing.
The value of: Housing furnished to employees,* meals furnished to employees,* store certificates, merchandise and other dollar substitutes.

Remuneration does not include:

- a. Employer contributions to a group insurance or pension plan other than statutory plans of insurance.
- b. Special awards for individual inventions or discoveries.
- c. Overtime.*

Subcontractors. In the absence of other insurance, most state laws hold a contractor responsible for injuries to employees of subcontractors. At the time of audit Certificates of Insurance must be available for subcontractors with employees, in order to avoid payment of premium.

Independent Contractors, without employees, whose duties closely resemble those of an employee, will be considered your employee with the appropriate premium charged.

The actual working relationship between you and the Independent Contractor is examined. Items such as, but not limited to: whether the work performed is an integral part of your operations, whether you have the right to control the details of the work, the method of payment, who supplied the materials used, does the person regularly work for others, whose regulatory authority did person operate under, whether the person is involved in a separate and distinct business offering the same services to the public.

RECORDS

As part of the policy conditions, we are allowed to examine your financial books and records to determine actual exposures and operations. We would appreciate your cooperation in making the needed records available for the auditor's inspection.

What Records Will Be Needed?

The records needed will vary. In most cases, the Premium Auditor will be able to obtain the necessary audit data from two or more of the following records: Journals, Ledgers, State and Federal Tax Reports, Individual Earning Cards, Checkbooks and Contracts.

How You Should Keep Your Records

By maintaining your payroll records in accordance with the following guidelines, you might reduce your insurance costs.

Overtime. In most states, the amount paid in excess of straight time pay can be deducted if it can be verified in your records. You must maintain your records to show pay separately by employee and in summary by classification of work.

***Division of an employee's payroll** to more than one classification is not allowed in most states.

Exception: For construction, erection or stevedoring operations the payroll of an employee may be allocated to each type of work performed if proper records are kept. Your records must show the number of hours and amount of payroll for each type of work. If you do not keep such a breakdown, the full salary must be charged to the highest rated classification to which the employee is exposed.

Executive Officers in most states are considered employees of their corporation and included in the

computation of premium. Their remuneration is assigned without division to the actual operation in which they are engaged. If their duties are the same as those of a worker, foreman or superintendent, their payroll is assigned to the classification that develops the highest payroll. Minimum and maximum payrolls apply to executive officers.

Automated Records. If your records are automated or you plan to automate in the near future you can obtain maximum benefits by setting up your records to include insurance requirements. Our Premium Auditor will be pleased to assist you in setting up your records. Contact your Hartford Representative if you would like this assistance.

NOTE: The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

**Your state may have specific rules or exceptions. Please contact your Hartford Representative for details that may apply and answer questions you may have.*



IMPORTANT NOTICE TO POLICYHOLDERS
DISCLOSURE PURSUANT TO TERRORISM RISK
INSURANCE ACT

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The charge for terrorism is shown in Item 4 of the Information Page or on the Schedule. The rate for terrorism will apply as of the effective date of your policy. The terrorism rates are subject to change at any time based on state regulatory action.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

| Calendar Year | Federal Share of Terrorism Losses |
|---------------|-----------------------------------|
| 2015 | 85% |
| 2016 | 84% |
| 2017 | 83% |
| 2018 | 82% |
| 2019 | 81% |
| 2020 or later | 80% |

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses

and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

- E. All other terms and conditions remain the same.**



IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS IN WEST VIRGINIA

When notified of a work related injury, please complete the WC-2 form (West Virginia Workers' Compensation Employer's Report of Occupational Injury or Disease) and contact The Hartford Loss Connect Service to report the claim. Prompt reporting allows The Hartford to properly investigate and manage your claim, and make all State filings on your behalf.

In addition, please provide form WC-1 (West Virginia Workers' Compensation Employee's and Physicians' Report of Occupational Injury or Disease) to the injured employee for completion, with instruction to present to the Initial Healthcare Provider. A copy of this form should be sent to The Hartford Claim Office.

When notified of a work related inhalation exposure, please provide form OIC-WC-10P (West Virginia Workers' Compensation Employees' Report of Occupational Pneumoconiosis) to the injured employee for completion. A copy of the form should be sent to The Hartford Claim Office.

All State forms may be accessed from the State of West Virginia's Offices of The Insurance Commissioner. The forms can be accessed via the State's website: www.wvinsurance.gov or by phone at 304-558-3386 or Toll Free 1-888-TRY-WVIC (1-888-879-9842).

Forms with Brickstreet Insurance information or letterhead should not be used when filing claims with The Hartford. Use of these forms may create delays in State reporting, benefit payments, and other claim management activity.

Please contact *The Hartford Loss Connect Service* @ 1-800-327-3636 to file your workers' compensation claims.



IMPORTANT NOTICE

KENTUCKY WORKERS' COMPENSATION INSURANCE MEDICAL AND INDEMNITY BENEFITS DEDUCTIBLE ELECTION FORM

Recent changes in Kentucky Workers' Compensation law permits an employer to purchase workers' compensation insurance with a deductible. The deductible is for medical and indemnity benefits only. Please check the option which you have elected and return this form to the company prior to the effective date of your coverage.

- 1. I reject any deductible option and elect that the company pay all benefits due under my policy.
- 2. I elect one of the following deductibles to be applied to benefits under my workers' compensation insurance policy and each subsequent renewal.

- | | |
|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> \$ 100 | <input type="checkbox"/> \$ 1,500 |
| <input type="checkbox"/> \$ 200 | <input type="checkbox"/> \$ 2,500 |
| <input type="checkbox"/> \$ 300 | <input type="checkbox"/> \$ 5,000 |
| <input type="checkbox"/> \$ 400 | <input type="checkbox"/> \$ 7,500 |
| <input type="checkbox"/> \$ 500 | <input type="checkbox"/> \$10,000 |
| <input type="checkbox"/> \$ 1,000 | |

All claims shall be paid by the company, in such case, the law requires that you reimburse the company for any deductible amounts so paid.

If you do not return this form promptly to the company, it will be construed to mean that we should pay in full all benefits due under your policy with no contribution on your part.

If you have any questions please call your Agent.

| | | |
|--------------------------------|-------------|----------------------------|
| Policy Number | | |
| 33 WE AA3142 | | |
| Employer Name | Date | Signature and Title |
| PREMIERTOX 2.0 INC | | |
| Agent Name | Date | Signature |
| VAN METER INSURANCE AGENCY INC | | |



WEST VIRGINIA WORKERS' COMPENSATION INSURANCE BENEFITS DEDUCTIBLE ELECTION FORM

West Virginia Workers' Compensation law permits an employer to purchase workers' compensation insurance with a deductible. The deductible is for medical and indemnity benefits and applies separately to each claim.

Please check the option which you have elected and return this form to the company prior to the effective date of your coverage.

- () 1. I reject any deductible option and elect that the company pay all benefits due under my policy.
- () 2. I elect one of the following deductibles to be applied to benefits under my workers' compensation insurance policy and each subsequent renewal. The premium reduction to be applied is shown below.

PREMIUM REDUCTION HAZARD GROUP

| | | A | B | C | D | E | F | G |
|-----|----------|-------|-------|-------|-------|-------|-------|------|
| () | \$100 | 1.2% | 0.8% | 0.7% | 0.5% | 0.4% | 0.3% | 0.2% |
| () | \$200 | 2.2% | 1.5% | 1.4% | 1.0% | 0.8% | 0.6% | 0.4% |
| () | \$300 | 3.0% | 2.1% | 1.9% | 1.4% | 1.2% | 0.8% | 0.6% |
| () | \$400 | 3.7% | 2.7% | 2.4% | 1.8% | 1.5% | 1.1% | 0.8% |
| () | \$500 | 4.4% | 3.2% | 2.8% | 2.2% | 1.8% | 1.3% | 1.0% |
| () | \$1,000 | 6.9% | 5.2% | 4.6% | 3.6% | 3.0% | 2.2% | 1.7% |
| () | \$1,500 | 8.6% | 6.8% | 5.9% | 4.8% | 4.0% | 3.0% | 2.4% |
| () | \$2,000 | 10.0% | 8.0% | 7.0% | 5.7% | 4.8% | 3.7% | 2.9% |
| () | \$2,500 | 11.3% | 9.0% | 8.0% | 6.6% | 5.5% | 4.3% | 3.5% |
| () | \$5,000 | 15.9% | 13.2% | 11.7% | 9.8% | 8.4% | 6.8% | 5.5% |
| () | \$7,500 | 19.3% | 16.3% | 14.6% | 12.5% | 10.7% | 8.9% | 7.2% |
| () | \$10,000 | 22.0% | 18.8% | 17.0% | 14.7% | 12.7% | 10.6% | 8.7% |

All claims shall be paid by the company. In such case, the law requires that you reimburse the company for any deductible amounts so paid.

If you do not return this form promptly to the company, it will be construed to mean that we should pay in full all benefits due under your policy with no contribution on your part.

If you have any questions, please call your Agent.

| | | |
|--------------------------------|-------------|----------------------------|
| Policy Number | | |
| 33 WE AA3142 | | |
| Employer Name | Date | Signature and Title |
| PREMIERTOX 2.0 INC | | |
| Agent Name | Date | Signature |
| VAN METER INSURANCE AGENCY INC | | |

Return this form to:

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
Address: 3600 WISEMAN BLVD
 SAN ANTONIO TX 78251

Workers' Compensation and Employers' Liability Business Insurance Policy



(Policy Provisions: WC000000C)

**INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INSURER: SEE ATTACHED ENDORSEMENT**



NCCI Company Number: 10456
Company Code: 9

POLICY NUMBER: 33 WE AA3142
Previous Policy Number: 33 WE AA3142

| Suffix | |
|--------|---------|
| LARS | RENEWAL |
| | 5 |

1. **Named Insured and Mailing Address:** PREMIERTOX 2.0 INC
(No., Street, Town, State, Zip Code) PO BOX 1240
RUSSELL SPRINGS KY 42642

FEIN Number: 27-5380478

State Identification Number(s): Refer to the EXTENSION OF THE INFORMATION PAGE – WC990365.

The Named Insured is: Corporation
Business of Named Insured: Medical Laboratories
Other workplaces not shown above: See Endorsement - WC990366

2. **Policy Period:** From 06/01/19 To 06/01/20 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: VAN METER INSURANCE AGENCY INC
PO BOX 1779
BOWLING GREEN KY 42102

Producer's Code: 33750791

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 853-2582

Total Estimated Annual Premium: \$24,475

Deposit Premium:

Policy Minimum Premium: \$515 TN (Includes Increased Limit Min. Prem.)

Audit Period: ANNUAL

Installment Term: Ten Pay (25%Down+9@8.33%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda
Authorized Representative

06/12/19
Date

INFORMATION PAGE (Continued)

Policy Number: 33 WE AA3142

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: KY SEE ENDORSEMENT - WC 99 03 67

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

| | | |
|----------------------------------|-------------|----------------------|
| Bodily injury by Accident | \$1,000,000 | each accident |
| Bodily injury by Disease | \$1,000,000 | policy limit |
| Bodily injury by Disease | \$1,000,000 | each employee |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications Code Number and Description | Premium Basis Total Estimated Annual Remuneration | Rates Per \$100 of Remuneration | Estimated Annual Premium |
|---|--|---------------------------------------|--------------------------------|
| Total Standard Premium | | | \$22,618 |
| Premium Discount | | | -\$611 |
| Expense Constant | | | \$240 |
| Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement | | | \$252 |
| Catastrophe (Other Than Certified Acts Of Terrorism) | | | \$911 |
| Estimated Annual Premium (before Surcharges) | | | \$23,410 |
| Total Estimated Surcharges | | | \$1,065 |

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

| | |
|--|--|
| Total Estimated Annual Premium: | \$24,475 |
| Deposit Premium: | |
| Policy Minimum Premium: | \$515 TN (Includes Increased Limit Min. Prem.) |

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number:

NAICS: 621511
SIC: 8071



EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Item 1 of the Information Page is completed to include other workplaces of the named insured:

7 WILLIAMSBURG DR, BARBOURSVILLE, WV 25504

2431 LAKEWAY DR STE 17A-1, RUSSELL SPRINGS, KY 42642-4652

2805 W GOVERNOR JOHN SEVIER HWY, KNOXVILLE, TN 37920-5552



EXTENSION OF THE INFORMATION PAGE - ITEM 3.A - STATES COVERED

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Item 3.A. of the Information Page is completed to include the following states:

Kentucky

KY

Tennessee

TN

West Virginia

WV



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 33 WE AA3142 **Endorsement Number:**
Effective Date: 06/01/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: PREMIERTOX 2.0 INC
PO BOX 1240
RUSSELL SPRINGS KY 42642

Item 3.D. of the Information Page is completed to include the following endorsements:

| | |
|-------------|--|
| G-2240-2DT | BLANK ENDORSEMENT (COMPUTER PRODUCED) |
| WC000000C | WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY |
| WC000001A.1 | INFORMATION PAGE |
| WC000001A.2 | INFORMATION PAGE |
| WC000308 | PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT |
| WC000311A | VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT |
| WC000406 | Premium Discount Endorsement |
| WC000414A | 90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT |
| WC000419 | PREMIUM DUE DATE ENDORSEMENT |
| WC000421D | CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT |
| WC000422B | TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT |
| WC000424 | AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT |
| WC000425 | EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT |
| WC160305 | KENTUCKY PART ONE WORKERS' COMPENSATION INSURANCE ENDORSEMENT |
| WC160601 | KENTUCKY CANCELLATION AND NON-RENEWAL ENDORSEMENT |
| WC160602 | KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT |
| WC410402 | TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT |



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 33 WE AA3142 **Endorsement Number:**
Effective Date: 06/01/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: PREMIERTOY 2.0 INC
 PO BOX 1240
 RUSSELL SPRINGS KY 42642

Item 3.D. of the Information Page is completed to include the following endorsements:

| | |
|-----------|--|
| WC470301A | WEST VIRGINIA EMPLOYERS LIABILITY INSURANCE INTENTIONAL ACT EXCLUSION ENDORSEMENT |
| WC470302 | WEST VIRGINIA WORKERS COMPENSATION INSURANCE RECOVERY FROM OTHERS ENDORSEMENT |
| WC470601 | WEST VIRGINIA CANCELLATION ENDORSEMENT |
| WC990001I | Signature/ Copyright |
| WC990002 | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY |
| WC990005 | SCHEDULE OF OPERATIONS |
| WC990300F | WORKERS COMPENSATION BROAD FORM ENDORSEMENT |
| WC990366 | EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES |
| WC990367 | EXTENSION OF THE INFORMATION PAGE - ITEM 3.A - STATES COVERED |
| WC990368 | EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS |
| WC990386 | NOTICE OF CANCELLATION TO DESIGNATED PERSON(S) OR ORGANIZATION(S) OTHER THAN THE NAMED INSURED |
| WC990548 | CANCELLATION BY US |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

PREMIERTOX 2.0 INC
PO BOX 1240
RUSSELL SPRINGS KY 42642

THE POLICY IS AMENDED TO PROVIDE TO PROVIDE COVERAGE BY THE FOLLOWING INSURERS IN THE FOLLOWING JURISDICTIONS:

| INSURER | NAIC | JURISDICTION |
|--|-------|--------------|
| Sentinel Insurance Company Ltd. ONE HARTFORD PLAZA HARTFORD CT 06155 | 11000 | TN |
| Hartford Underwriters Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155 | 30104 | WV KY |

THE COVERAGE PROVIDED IN EACH JURISDICTION IS WITH RESPECT TO THE LOCATIONS OF THE NAMED INSURED IN THAT JURISDICTION IN ACCORDANCE WITH THE WORKERS' COMPENSATION LAW OF THAT JURISDICTION. AS USED IN THIS POLICY, "COMPANY," "WE," "US" AND "OURS" MEAN THE MEMBER INSURANCE COMPANIES OF THE HARTFORD INSURANCE GROUP COLLECTIVELY PROVIDING THIS INSURANCE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or information of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the Information Page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____ Authorized Representative



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY

Company Code: 6

Policy Number: 33 WE AA3142

Schedule Number: 01-16-02

Effective Date: 06/01/19 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

PREMIERTOX 2.0 INC
2431 LAKEWAY DR STE 17A-1
RUSSELL SPRINGS KY 42642

NAICS: 621511

SIC: 8071

NO. OF EMPL: 73

FEIN: 27-5380478

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications Code Number and Description | Premium Basis Total Estimated Annual Remuneration | Rates Per \$100 of Remuneration | Estimated Annual Premium |
|---|--|---------------------------------------|--------------------------------|
| 8742 SALESPERSONS OR COLLECTORS - OUTSIDE | 121,000.00 | 0.560000 | 678 |
| 8810 CLERICAL OFFICE EMPLOYEES NOC | 850,000.00 | 0.250000 | 2,125 |
| 4511 ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS | 832,000.00 | 1.330000 | 11,066 |

Total State Summary

| | | | |
|--|--------------|----------|--------|
| Total Class Premium | | | 13,869 |
| Emp liab increased limits | | 0.011000 | 153 |
| Experience modifier | | 0.760000 | -3,365 |
| Schedule Rating Factor | | 1.500000 | 5,329 |
| Total Estimated Annual Standard Premium | | | 15,986 |
| Premium discount | | 0.027000 | -432 |
| Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement | 1,803,000.00 | 0.005000 | 90 |
| Catastrophe (other than certified acts of terrorism) | 1,803,000.00 | 0.030000 | 541 |
| KY Tax and Assessment Surcharge | | 6.410000 | 1,037 |
| Total Estimated Annual Premium | | | 17,222 |

Countersigned by _____

Authorized Representative

Form WC 99 00 05

(1) Printed in U.S.A.

Process Date: 06/12/19

Policy Expiration Date: 06/01/20



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: SENTINEL INSURANCE COMPANY LTD.

Company Code: A

Policy Number: 33 WE AA3142

Schedule Number: 01-41-03

Effective Date: 06/01/19 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

PREMIERTOX 2.0 INC
2805 W GOVERNOR JOHN SEVIER HWY
KNOXVILLE TN 37920

NAICS: 621511

SIC: 8071

NO. OF EMPL: 15

FEIN: 27-5380478

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications Code Number and Description | Premium Basis Total Estimated Annual Remuneration | Rates Per \$100 of Remuneration | Estimated Annual Premium |
|---|--|---------------------------------------|--------------------------------|
| 4511 ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS | 457,000.00 | 0.750000 | 3,428 |
| 8742 SALESPERSONS OR COLLECTORS - OUTSIDE | 714,000.00 | 0.440000 | 3,142 |
| 8810 CLERICAL OFFICE EMPLOYEES NOC | IF ANY | 0.210000 | 0 |

Total State Summary

| | | | |
|--|--------------|----------|--------|
| Total Class Premium | | | 6,570 |
| Emp liab increased limits | | 0.014000 | 92 |
| Experience modifier | | 0.760000 | -1,599 |
| Schedule Rating Factor | | 1.250000 | 1,266 |
| Total Estimated Annual Standard Premium | | | 6,329 |
| Premium discount | | 0.027000 | -171 |
| Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement | 1,171,000.00 | 0.013000 | 152 |
| Catastrophe (other than certified acts of terrorism) | 1,171,000.00 | 0.030000 | 351 |
| Total Estimated Annual Premium | | | 6,661 |

Countersigned by _____

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 06/12/19

Policy Expiration Date: 06/01/20



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY

Company Code: 6

Policy Number: 33 WE AA3142

Schedule Number: 01-47-01

Effective Date: 06/01/19 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

PREMIERTOX 2.0 INC
7 WILLIAMSBURG DR
BARBOURSVILLE WV 25504

NAICS: 621511

SIC: 8071

NO. OF EMPL: 1

FEIN: 27-5380478

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications Code Number and Description | Premium Basis Total Estimated Annual Remuneration | Rates Per \$100 of Remuneration | Estimated Annual Premium |
|---|--|---------------------------------------|--------------------------------|
| 4511 ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS | IF ANY | 0.580000 | 0 |
| 8742 SALESPERSONS OR COLLECTORS - OUTSIDE | 95,400.00 | 0.330000 | 315 |

Total State Summary

| | | | |
|--|-----------|----------|-----|
| Total Class Premium | | | 315 |
| Emp liab increased limits | | 0.014000 | 4 |
| Experience modifier | | 0.760000 | -76 |
| Experience modifier | | 0.760000 | -1 |
| Schedule Rating Factor | | 1.250000 | 1 |
| Schedule Rating Factor | | 1.250000 | 60 |
| Total Estimated Annual Standard Premium | | | 303 |
| Premium discount | | 0.027000 | -8 |
| Expense constant | | | 240 |
| Terrorism Risk Insurance Program Reauthorization Act | 95,400.00 | 0.010000 | 10 |
| Disclosure Endorsement | | | |
| Catastrophe (other than certified acts of terrorism) | 95,400.00 | 0.020000 | 19 |
| WV Regulatory Surcharge | | 5 | 28 |
| Total Estimated Annual Premium | | | 592 |

Countersigned by _____

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 06/12/19

Policy Expiration Date: 06/01/20

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

| | Beginning on Page | | Beginning on Page |
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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease

law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada.

This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were

listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and

2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DUE DATE ENDORSEMENT

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Section D of Part Five of the policy is replaced by this provision:

**PART FIVE
PREMIUM**

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation

law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

Countersigned by _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

PREMIERTOX 2.0 INC
PO BOX 1240
RUSSELL SPRINGS KY 42642

Part Five - Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 - Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Schedule

| State(s) | Basis of Audit Noncompliance Charge | Maximum Audit Noncompliance Charge Multiplier |
|--|--|--|
| AL, AR, CO, CT, DC, DE, GA, IA, ID, IL, KY, MD, ME, MI, MN, MS, NE, NH, NJ, NM, OR, RI, SC, SD, TN, UT, VA, VT, WV | Estimated Annual Premium | Up to two times |
| AZ, HI, KS, OK, WI | Estimated Annual Premium | Two times |
| NC | Estimated Annual Premium | Up to three times |
| NV | Estimated Annual Premium | Up to one times |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KENTUCKY PART ONE WORKERS' COMPENSATION INSURANCE
ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

This endorsement modifies the insurance policy to which it is attached and applies to the insurance provided by this policy because Kentucky is shown in Item 3.A. of the Information Page

F.3. of Part One, Workers Compensation Insurance of the policy is replaced by the following:

F. Payments You Must Make

3. you fail to comply with a health or safety law or regulation; provided that, however, we are responsible for payment of any amounts in excess of the benefits regularly provided under the workers compensation law of this

state if an accident is caused in any degree by the intentional failure of the employer to comply with any specific statute or lawful administrative regulation made thereunder, communicated to the employer and relative to the installation or maintenance of safety appliances or methods as provided in KRS 342.165(1); or

Except for any payments for which we are responsible as provided in Section F.3. above, if we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CANCELLATION AND NONRENEWAL ENDORSEMENT

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

This endorsement applies only to the insurance provided by the policy because Kentucky is shown in Item 3.A. of the Information Page.

The **Cancellation** condition of the policy is replaced by the following:

Cancellation

1. You may cancel this policy. You will deliver or mail advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will deliver or mail to you not less than 75 days advance written notice stating when the cancellation is to take effect and our reason or reasons for cancellation. If we cancel for nonpayment of premium or within 60 days of the date of issuance of the policy, we will deliver or mail this notice not less than 14 days prior to the effective date of cancellation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. After coverage has been in effect more than 60 days or after the effective date of a renewal policy, we may not cancel the policy unless cancellation is based on one or more of the following reasons:
 - a) nonpayment of premium;
 - b) discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy;

- c) discovery of willful or reckless acts or omissions on your part increasing any hazard originally insured;
- d) changes in conditions after the effective date of the policy or any renewal substantially increasing any hazard originally insured;
- e) a violation of any local fire, health, safety, building, or construction regulation or ordinance at any of your covered workplaces substantially increasing any hazard originally insured;
- f) our involuntary loss of reinsurance for the policy;
- g) a determination by the commissioner that the continuation of the policy would place us in violation of Kentucky insurance laws.

Nonrenewal

1. We may elect not to renew the policy. We will deliver or mail to you not less than 75 days advance written notice stating our intention not to renew and our reason or reasons for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium, and coverage will continue until you have accepted replacement coverage with another insurer, until you have agreed to the nonrenewal, or until the policy is canceled.

3. If we have delivered or mailed to you a renewal notice, bill, certificate, or policy not less than 30 days before the end of the current policy period clearly stating the amount and due date of the renewal premium charge, then the policy will terminate on the due date without further notice unless the renewal premium is received by us or our agent on or before the due date. If the policy terminates in this manner, we will deliver or mail to you within 15 days of termination at your mailing address shown in Item 1 of the Information Page a notice that the policy was not renewed and the date on which coverage ceased

to exist. Proof of mailing of the renewal premium to us or our agent on or before the due date will constitute a presumption of receipt on or before the due date.

4. If we offer to renew the policy for a premium amount more than 25% greater than the premium amount for the current policy term for like coverage and like risks, we will deliver or mail to you and to your agent not less than 75 days advance written notice of the renewal premium amount. We may at our option, in order to comply with this requirement, extend the period of coverage of the current policy at the expiring premium.

Countersigned by _____ Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT

| | |
|--|---|
| Policy Number: 33 WE AA3142 | Endorsement Number: |
| Effective Date: 06/01/19 | Effective hour is the same as stated on the Information Page of the policy. |
| Named Insured and Address: PREMIERTOX 2.0 INC | |
| PO BOX 1240 | |
| RUSSELL SPRINGS KY 42642 | |

This endorsement applies only to the insurance provided by the policy because Kentucky is shown in Item 3.A. of the Information Page.

NOTICE OF YOUR RIGHTS

If you believe that the rates or the rating system under this policy have been incorrectly or improperly applied, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to us or the National Council on Compensation Insurance, Inc. (NCCI). We or NCCI has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, we or NCCI shall conduct the review within ninety (90) days of receiving your request. If your request is rejected or if you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of your review. Your appeal is to be sent to:

Legal Division
Department of Insurance
P.O. Box 517
Frankfort, KY 40602

Your request for an appeal should include a statement of the facts and how the rates or rating system were incorrectly or improperly applied. Also, enclose copies of the results of the review and any other correspondence from us or NCCI. If your appeal shows good cause, the commissioner shall hold a hearing. The commissioner may, after the hearing, issue a final order affirming, modifying or reversing our or NCCI's action.

Countersigned by _____ Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WEST VIRGINIA WORKERS COMPENSATION INSURANCE RECOVERY
FROM OTHERS ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Part One—Workers Compensation Insurance, G.—Recovery From Others, is replaced by the following:

We have your rights to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CANCELLATION ENDORSEMENT

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

This endorsement applies only to the insurance provided by the policy because West Virginia is shown in Item 3.A. of the Information Page.

Part Six, D (Conditions-Cancellation) is replaced by:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us by stating when the cancellation is to take effect.
2. We may cancel this policy at any time by providing you thirty (30) days advance written notice.
3. Notwithstanding #2 above, if you fail to pay any premium due or refuse to comply with a premium audit under this policy, we may cancel the policy by providing you ten (10) days advance written notice.

4. We may also choose not to renew this policy by providing sixty (60) days advance written notice.
5. Our mailing of the Notice of Cancellation or Non-Renewal to your mailing address as listed in Item 1 of the information page will be sufficient notice of our intent to cancel. We will also provide notice of the cancellation or non-renewal of the policy to the West Virginia Insurance Commissioner at least ten (10) days prior to the effective date of termination, within ten (10) days of receipt of your request for cancellation, as applicable.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

This endorsement is added to Part Five - Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DISCOUNT ENDORSEMENT

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE

1. Table of States

| | | | |
|----------------------|-------------|----------------|-----------------|
| Alabama | Illinois | Montana | South Carolina |
| Arkansas | Kansas | Nebraska | South Dakota |
| California | X Kentucky | New Hampshire | X Tennessee |
| Colorado | Louisiana | New Mexico | Texas |
| Connecticut | Maine | New York | Utah |
| Delaware | Maryland | North Carolina | Vermont |
| District of Columbia | Michigan | Oklahoma | Virginia |
| Georgia | Mississippi | Oregon | X West Virginia |
| Hawaii | Missouri | Pennsylvania | Wyoming |

or any other State that has approved the premium discount plan applicable to the total policy premium on an interstate basis at the effective date of the policy.

2. Average percentage discount: 0.0270 %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE
ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

This endorsement applies only to the insurance provided by the policy because Tennessee is shown in Item 3.A. of the Information Page.

The premium for the policy is determined (in part) by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc., and/or an assigned risk loss cost multiplier developed by the Tennessee Insurance Department of Commerce and Insurance.

A loss cost filing and/or a change to the assigned risk loss cost multiplier is being considered by the proper regulatory authority. The approval and/or modification of either (or both) may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

Countersigned by _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 33 WE AA3142 **Endorsement Number:**
Effective Date: 06/01/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: PREMIERTOY 2.0 INC
 PO BOX 1240
 RUSSELL SPRINGS KY 42642

Section I of this endorsement expands coverage provided under WC 00 00 00.
 Section II of this endorsement provides additional coverage usually only provided by endorsement.
 Section III of this endorsement is a Schedule of Covered States.
 You may use the index to locate these coverage features quickly:

| <u>SUBJECT</u> | <u>INDEX</u> | <u>PAGE</u> |
|---|--------------|-------------|
| SECTION I | | 2 |
| PARTS ONE and TWO | | 2 |
| 01 We Will Also Pay | | 2 |
| PART - THREE | | 2 |
| 02 How This Insurance Works | | 2 |
| PART - SIX | | 2 |
| 03 Transfer of Your Rights and Duties | | 2 |
| 04 Cancellation | | 2 |
| 05 Liberalization | | 2 |
| SECTION II | | 2 |
| VOLUNTARY COMPENSATION INSURANCE | | 2 |
| 06 Voluntary Compensation Insurance | | 2 |
| A. How This Insurance Applies | | 2 |
| B. We will Pay | | 3 |
| C. Exclusions | | 3 |
| D. Before We Pay | | 3 |
| E. Recovery From Others | | 3 |
| F. Employers' Liability Insurance | | 3 |
| EMPLOYERS' LIABILITY STOP GAP COVERAGE | | 3 |
| 07 Employers' Liability Stop Gap Coverage | | 3 |
| A. Stop Gap Coverage Limited to North Dakota, Ohio, Washington, and Wyoming | | 3 |
| B. Part One does not Apply | | 3 |
| C. Application of Coverage | | 3 |
| D. Additional Exclusions | | 3 |
| SECTION III | | 4 |
| 08 Schedule of Covered States | | 4 |

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of

the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph 2. of D. Cancellation of Part 6 (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee not subject to the workers' compensation law of any state shown in Item 3.A. the Information Page

2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state shown in Item 3.A. of the Information Page.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay

the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP
GAP COVERAGE**

7. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

SECTION III

8. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

TN

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

Policy Number: 33 WE AA3142

Effective Date: 06/01/19

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.

- d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

| State | Rate | Premium |
|-----------------------|-------------|----------------|
| See Attached Schedule | | |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
TO DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

This policy is subject to the following conditions.

SCHEDULE

Name of Person(s) or Organization(s)

Mailing Address

All certificate holder(s) with mailing addresses on file with the agent of record or the company who were issued a certificate of insurance applicable to this policy's term

We may cancel this policy by mailing or delivering to the Named Insured, and the person(s) or organization(s) listed in the Schedule above, written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 60 days before the effective date of cancellation if we cancel for any other reason, or as required by statute, whichever is longer.

If notice is mailed, proof of mailing to the address shown in the Schedule above will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Paragraph 2. Of Part Six-Conditions, D. Cancellation in the Workers' Compensation and Employers' Liability Insurance Policy Provisions is replaced by the following:

2. We may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation or as required by statute whichever is longer if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation or as required by statute, whichever is longer, if we cancel for any other reason.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)
PREMIUM ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240
RUSSELL SPRINGS KY 42642

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
- b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
- c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

For purposes of this endorsement, the following definitions apply:

- o Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- o Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- o Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary

- o Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

| State | Rate | Premium |
|-------|----------|---------|
| KY | 0.030000 | \$541 |
| TN | 0.030000 | \$351 |
| WV | 0.020000 | \$19 |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WEST VIRGINIA EMPLOYERS LIABILITY INSURANCE INTENTIONAL ACT
EXCLUSION ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Part Two—Employers Liability Insurance, C.—Exclusions, 5. is replaced by the following:

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, including your deliberate intention as that term is defined by W. Va. Code § 23-4-2(d)(2).



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**90-DAY REPORTING REQUIREMENT -
NOTIFICATION OF CHANGE IN OWNERSHIP
ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

Policy Number: 33 WE AA3142

Effective Date: 06/01/19

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees

described in the Schedule were subject to the Workers Compensation Law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

SCHEDULE

| Employees | State of Employment | Designated Workers Compensation Law |
|---|---|--|
| ALL OFFICERS AND EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION LAW. | ANY STATE SHOWN IN ITEM 3.A. OF THE INFORMATION PAGE. WI EXCLUDED | THE STATE WHERE THE INJURY TAKES PLACE. |

Countersigned by _____ Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PARTNERS, OFFICERS, AND OTHERS EXCLUSION
ENDORSEMENT**

Policy Number: 33 WE AA3142

Endorsement Number:

Effective Date: 06/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PREMIERTOX 2.0 INC

PO BOX 1240

RUSSELL SPRINGS KY 42642

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

SCHEDULE

Partners

Officers

Others

Sole Proprietors

STEPHENS TERRY

Countersigned by _____

Authorized Representative



POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

If we owe you a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next **30** days.

If you owe us an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



TAX AND ASSESSMENT CHARGE KENTUCKY

The Kentucky Insurance Department does not consider taxes and assessments a part of Workers' Compensation Insurance Rates. The monies charged for taxes and assessments are not included as premium under the policy.

The company merely acts as a tax collector with respect to taxes and assessments and is required under the Workers' Compensation Law to collect and remit the taxes and assessments to the Kentucky Commissioner of Revenue.

For new and renewal policies effective January 1, 2019 and later, the tax and assessment rate is 6.41%. For employees engaged in the severance and processing of coal, the tax and assessment rate is 2.0% for new and renewal policies effective January 1, 2019 and later.



IMPORTANT NOTICE

KENTUCKY WORKERS' COMPENSATION INSURANCE MEDICAL AND INDEMNITY BENEFITS DEDUCTIBLE ELECTION FORM

Recent changes in Kentucky Workers' Compensation law permits an employer to purchase workers' compensation insurance with a deductible. The deductible is for medical and indemnity benefits only. Please check the option which you have elected and return this form to the company prior to the effective date of your coverage.

- 1. I reject any deductible option and elect that the company pay all benefits due under my policy.
- 2. I elect one of the following deductibles to be applied to benefits under my workers' compensation insurance policy and each subsequent renewal.

- | | |
|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> \$ 100 | <input type="checkbox"/> \$ 1,500 |
| <input type="checkbox"/> \$ 200 | <input type="checkbox"/> \$ 2,500 |
| <input type="checkbox"/> \$ 300 | <input type="checkbox"/> \$ 5,000 |
| <input type="checkbox"/> \$ 400 | <input type="checkbox"/> \$ 7,500 |
| <input type="checkbox"/> \$ 500 | <input type="checkbox"/> \$10,000 |
| <input type="checkbox"/> \$ 1,000 | |

All claims shall be paid by the company, in such case, the law requires that you reimburse the company for any deductible amounts so paid.

If you do not return this form promptly to the company, it will be construed to mean that we should pay in full all benefits due under your policy with no contribution on your part.

If you have any questions please call your Agent.

| | | |
|---|-------------|----------------------------|
| Policy Number 33 WE AA3142 | | |
| Employer Name PREMIERTOX 2.0 INC | Date | Signature and Title |
| Agent Name VAN METER INSURANCE AGENCY INC | Date | Signature |



IMPORTANT NOTICE

THE TENNESSEE STATE WORKER'S COMPENSATION LAW REQUIRES THAT COMPENSATION BE PAID WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE EMPLOYER HAS KNOWLEDGE OF ANY DISABILITY OR DEATH.

In deciding whether a benefit is unpaid or untimely paid, compensation shall be deemed promptly paid if the first payment is made fifteen (15) calendar days after the employer has knowledge of the injury and every subsequent payment is made within consecutive fifteen (15) calendar day increments, until all temporary benefits have been paid. A benefit is paid on the date the employer or insurer places the benefits into the mail for delivery to the injured employee. After twenty (20) calendar days from the date of the employer's knowledge of any disability that would qualify for benefits, a penalty, which is subject to change but is currently twenty-five percent (25%), will attach to all payments unpaid or untimely paid.

IMMEDIATE REPORTING OF ALL INJURIES CAN SAVE YOU MONEY ON YOUR INSURANCE COSTS.



NOTICE OF INSURED'S RIGHTS

If you are insured under a workers' compensation insurance policy and believe that the rates or the rating system will cause you harm, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to the insurance company or advisory organization. The insurance company or advisory organization has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, the insurance company or advisory organization shall conduct the review within ninety (90) days of receiving your request. If your request is rejected or if you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of the review. Your appeal is to be sent to:

Legal and Enforcement Division
Department of Insurance
P.O. Box 517
Frankfort, KY 40602

Your request for an appeal should include a statement of the facts and the reasons why the rates or rating system should be changed. Also, enclose copies of the results of the review and any other correspondence from the insurance company or advisory organization. If your appeal shows good cause, the Commissioner shall hold a hearing. The commissioner may after the hearing issue a final order affirming, modifying, or reversing the action of the insurance company or advisory organization.



Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

1-800-327-3636

Available 24 hours a day, 365 days a year.

The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

The Effect of Timely Reporting on Controlling the Cost of Your Loss:

| Average Loss for Closed Claims (Accident Years 2002-2005) | |
|--|---|
| Report Lag in Days | Percent Change in Loss Costs Compared to First Week Report |
| Incident Day | -6% |
| Week 1 | 0% |
| Week 2 | 13% |
| Week 3 or 4 | 16% |
| 1 Month or Later | 24% |

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

Information You'll Need

Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependents
- o Hire Date, Years in Current Position
- o Wage Information

Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at www.talispoint.com/hartext or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.



WEST VIRGINIA WORKERS' COMPENSATION INSURANCE BENEFITS DEDUCTIBLE ELECTION FORM

West Virginia Workers' Compensation law permits an employer to purchase workers' compensation insurance with a deductible. The deductible is for medical and indemnity benefits and applies separately to each claim.

Please check the option which you have elected and return this form to the company prior to the effective date of your coverage.

1. I reject any deductible option and elect that the company pay all benefits due under my policy.
2. I elect one of the following deductibles to be applied to benefits under my workers' compensation insurance policy and each subsequent renewal. The premium reduction to be applied is shown below.

PREMIUM REDUCTION HAZARD GROUP

| | | A | B | C | D | E | F | G |
|--------------------------|----------|-------|-------|-------|-------|-------|-------|------|
| <input type="checkbox"/> | \$100 | 1.2% | 0.8% | 0.7% | 0.5% | 0.4% | 0.3% | 0.2% |
| <input type="checkbox"/> | \$200 | 2.2% | 1.5% | 1.4% | 1.0% | 0.8% | 0.6% | 0.4% |
| <input type="checkbox"/> | \$300 | 3.0% | 2.1% | 1.9% | 1.4% | 1.2% | 0.8% | 0.6% |
| <input type="checkbox"/> | \$400 | 3.7% | 2.7% | 2.4% | 1.8% | 1.5% | 1.1% | 0.8% |
| <input type="checkbox"/> | \$500 | 4.4% | 3.2% | 2.8% | 2.2% | 1.8% | 1.3% | 1.0% |
| <input type="checkbox"/> | \$1,000 | 6.9% | 5.2% | 4.6% | 3.6% | 3.0% | 2.2% | 1.7% |
| <input type="checkbox"/> | \$1,500 | 8.6% | 6.8% | 5.9% | 4.8% | 4.0% | 3.0% | 2.4% |
| <input type="checkbox"/> | \$2,000 | 10.0% | 8.0% | 7.0% | 5.7% | 4.8% | 3.7% | 2.9% |
| <input type="checkbox"/> | \$2,500 | 11.3% | 9.0% | 8.0% | 6.6% | 5.5% | 4.3% | 3.5% |
| <input type="checkbox"/> | \$5,000 | 15.9% | 13.2% | 11.7% | 9.8% | 8.4% | 6.8% | 5.5% |
| <input type="checkbox"/> | \$7,500 | 19.3% | 16.3% | 14.6% | 12.5% | 10.7% | 8.9% | 7.2% |
| <input type="checkbox"/> | \$10,000 | 22.0% | 18.8% | 17.0% | 14.7% | 12.7% | 10.6% | 8.7% |

All claims shall be paid by the company. In such case, the law requires that you reimburse the company for any deductible amounts so paid.

If you do not return this form promptly to the company, it will be construed to mean that we should pay in full all benefits due under your policy with no contribution on your part.

If you have any questions, please call your Agent.

| | | |
|--------------------------------|-------------|----------------------------|
| Policy Number | | |
| 33 WE AA3142 | | |
| Employer Name | Date | Signature and Title |
| PREMIERTOX 2.0 INC | | |
| Agent Name | Date | Signature |
| VAN METER INSURANCE AGENCY INC | | |

Return this form to:

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
Address: 3600 WISEMAN BLVD
 SAN ANTONIO TX 78251

POLICY NUMBER: 33 WE AA3142



IMPORTANT INFORMATION FOR TENNESSEE POLICYHOLDERS

IN THE EVENT YOU NEED TO CONTACT SOMEONE ABOUT THIS POLICY, PLEASE CONTACT YOUR HARTFORD AGENT. If you have additional questions, you may contact The Hartford at the address stated below.

You can request, in writing, a review of the application of the rating system to your policy. If you make such a request, we will communicate our decision to you within 30 days of receiving your request.

SERVICING OFFICE:

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE MAKE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.



Customer Privacy Notice
The Hartford Financial Services Group, Inc. and Affiliates*
(herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
 - b) use; and
 - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
 - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;

- c) insurance companies;
 - d) administrators; and
 - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at <https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
 - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

Personal Financial Information may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

Transaction means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
 - b) applying for; or
 - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

If you have any questions or comments about this privacy notice, please feel free to contact us at The Hartford - Law Department, Privacy Law, One Hartford Plaza, Hartford, CT 06155, or at CorporatePrivacyOffice@thehartford.com.

This Customer Privacy Notice is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates (including the following as of March 2018), to the extent required by the Gramm-Leach-Bliley Act and implementing regulations.

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Business Management Group, Inc.; Cervus Claim Solutions, LLC; First State Insurance Company; Fountain Investors I LLC; Fountain Investors II LLC; Fountain Investors III LLC; Fountain Investors IV LLC; FP R, LLC; FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Financial Services, LLC; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Group Benefits Holding Company; Hartford Holdings, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Insurance, Ltd.; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life, Inc.; Hartford Life International Holding Company; Hartford Life, Ltd.; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Management, Ltd.; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Securities Distribution Company, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; Heritage Holdings, Inc.; Heritage Reinsurance Company, Ltd.; HIMCO Distribution Services Company; HLA LLC; HL Investment Advisors, LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex R, LLC; Lattice Strategies LLC; Maxum Casualty Insurance Company; Maxum Indemnity Company; Maxum Specialty Services Corporation; MPC Resolution Company LLC; New England Insurance Company; New England Reinsurance Corporation; New Ocean Insurance Co., Ltd.; Northern Homelands Company; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; The Hartford International Asset Management Company Limited; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company.

POLICY NUMBER: 33 WE AA3142

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

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