



May 12, 2020

## Safety First

Drug & Alcohol Testing Program  
Management

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WV PURCHASING  
DIVISION



# About Safety First

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- Safety First, a division of Behavioral Health Systems (BHS), was established in 1990, in Birmingham, AL, to meet the growing demand for comprehensive drug and alcohol testing programs in the workplace – both DOT and Non-DOT. Since its foundation more than 30 years ago, Safety First has grown from a local entity to one of the leading providers of occupational drug and alcohol testing services in the nation. Safety First offers a full array of drug testing components that will bring a higher level of local, Southeastern-based service to the WV DOT.
- Safety First has the expertise, financial resources, professional staff and knowledge to successfully manage drug and alcohol testing for the WV DOT.
- Safety First has an extremely talented staff with more than 250 years of combined professional experience in our collective areas of expertise.

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## About Safety First (cont.)

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- The services we provide are in strict adherence with the guidelines set forth by Federal regulations (49 CFT Part 40 and the Omnibus Transportation Testing Act of 1991, as amended) regarding drug and alcohol testing.
- We offer high quality services at reasonable rates, thus, current customers stay with us and new customers are pleased to affiliate with Safety First.

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# Our Clients

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- Safety First has a diverse national client portfolio with approximately 500 clients throughout the country.
- Our clients range from city and state governments, manufacturers, oil and gas companies, education (student and bus driver testing), trucking, hospitals and clinics, construction, food service, and many more.
- Our client list is growing at a managed, sustainable rate.

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# A Diverse Client Portfolio

**CATERPILLAR®**



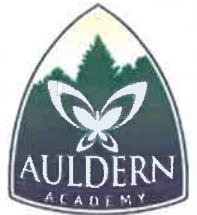
*Coca-Cola*

**PLEASANT VALLEY HOSPITAL**



**BOYD BROS. TRANSPORTATION, INC.**

**Solar Turbines**  
A Caterpillar Company



**O'NEAL STEEL**  
THE METALS COMPANY  
A TCI COMPANY



**MISSISSIPPI STATE UNIVERSITY**

**COURIER EXPRESS**  
Courier • Freight • Warehousing



**VIEWPOINT SCREENING**

**erlanger**  
Western Carolina Hospital

**Progress Rail**  
A Caterpillar Company



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# Features of Our Program

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- Customized program design
- Centralized billing and reporting
- 24 hour accessibility through our toll-free 800 number
- Random program management
- eCCF ordering
- Web based results accessible 24/7
- Negative results available within 24-48 hours
- Certified Medical Review Officers
- Affiliated with five SAMHSA certified labs
- On-site collection team
- Companion Employee Assistance Program

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# Customized Program Design

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Safety First believes in an individualized approach and that no two employers are alike. We will work with the WV DOT team to ensure all services are achieved in a professional, timely manner.

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# Transition / Implementation

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## **Safety First transition process**

- Safety First would design a transition plan in conjunction with WV DOT to ensure a seamless transition. The process can include: delivery of updated account information to current collection site network including billing protocols and chain of custody forms, assistance in reviewing policy, educational in-services, and web-based results platform training.

Our experience has shown that transition impact on employers is minimal, and that satisfaction with our services is very positive. We are pleased to provide client references to speak to our transition abilities.



# Our Team

- **Danny Cooner, President, CSAPA**

Danny Cooner is the President of Safety First and has been with the company since 1996. Danny's years of work experience include 19 years with a national reference laboratory in various management-level positions, including Regional Director for LabCorp. He obtained his BS degree in Hospital Administration from the University of Alabama at Birmingham. Danny maintains several certifications including American Society of Clinical Pathologists (ASCP), Health, Education, and Welfare (HEW) certification for medical technology, and Certified Substance Abuse Program Administrator (C-SAPA).

- Oversees entire Safety First division
- Manages escalated client issues
- Regulatory compliance
- DER Training
- After hours Point of Contact reachable at 800.245.1150

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# Our Team

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- **Liz Slater, Director of Business Development**

With 19 years of experience in the MRO/TPA industry, Liz has experience in all facets of drug/alcohol testing program management. She is a Certified Professional Collector Trainer and certified MRO Assistant.

- Project Manager - New client onboarding and implementation
- Policy development
- Client account reviews
- Collector training

# Certified Medical Review Officers

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## **Dr. Steven Allen**

### **Medical Review Officer**

Dr. Allen joined Safety First as a Medical Review Officer (MRO) in 2006 and has been instrumental in the continued growth and national presence of Safety First. Dr. Allen is a graduate of the University of Alabama at Birmingham, earning his M.D. in 1988. He is board-certified by the American Academy of Family Practice and served on their board in recent years. Dr. Allen is also a certified breath alcohol technician (BAT) and a certified drug screen collector.

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# Certified Medical Review Officers

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## **Dr. Cheryl Szabo**

### **Medical Review Officer**

Dr. Szabo joined the Safety First team in 2011 to meet the growing demand of servicing Safety First clients through the medical review officer process. She is a graduate of the University of Wisconsin, School of Medicine and is board-certified in Preventive Medicine-Occupational Medicine. Additionally, she holds a Master's degree in Public Health, obtained through the Medical College of Wisconsin, and Business Administration from Regis University. Dr. Szabo is certified as a Medical Review Officer through the American Association of Medical Review Officers.

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# 24 Hour Accessibility

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- Phone lines answered by a live voice – no automated phone system
- Afterhours service provided by our live answering service seven days a week
- Key Safety First personnel are available for emergency situations in regards to reasonable suspicion drug/alcohol collections

# Random Selection Program

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- Program is based on a computerized random number generator
- Safety First maintains an employee/driver database for all clients that utilize our random program
- Random roster updated by WV DOT or Safety First prior to selection
- Pools can be set to auto-generate on a particular date each month/quarter

# Specimen Collection

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- Safety First has created a customized collection provider network for WV DOT (see “Site Match” tab of proposal)
- We have a team of trained professionals to collect specimens onsite and after hours, available 24 hours a day, 7 days a week
- For any collection sites not included in the custom provider network that you would like added, we are happy to reach out to them to discuss your account and services needed.
- All collector(s) adhere to the Department of Transportation urine drug screen collection guidelines

# Reporting Platform

## Safety First Results

- Safety First provides a state of the art platform to meet our client's needs
- Our platform provides increased functionality including:
  - eCCF ordering
  - Specimen tracking
  - User permission levels based on hierarchy, location, or by type of result (pre-employment, random, negative, positive)
  - Access to CCF and BAT result images
  - Automated random selections

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## Reporting Platform (cont.)

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- MIS reports available through the platform at any time and can be generated by the user
- Customizable MRO process for safety concerns and positive tests (non-regulated testing)
- Data can be exported from the platform
- Results available for the life of the account
- Customized statistical reporting, metrics available upon request

# System Security

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- Safety First meets all HIPAA security rules and regulations as dictated by U.S. Department of Health and Human Services. The regulations exceed what is required by the DOT.
- BHS/Safety First is accredited by URAC for HIPAA Standards and Security.
- All drug test data is treated as Person Health Information (PHI).
- Safety First ensures the confidentiality, integrity and availability of PHI as it is created and stored.
- PHI is protected against all known and anticipated threats to the security and integrity of data.

# System Security

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- All PHI is encrypted, at rest, using Microsoft encryption algorithms via Microsoft SQL Server database engine.
- All PHI is encrypted during transmission using HTTPS secure protocol.
- All email transmissions that include PHI is sent secured using HP Voltage Secure Email running under the Unix Operation System which controls and manages all VMWare hosts/Servers/users sending email.
- All Safety First employees are required to take and pass HIPAA approved Information Technology Security Training tests at least once per year and more often as required.

# Training Programs

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- Supervisor (Reasonable Suspicion, Signs & Symptoms)
- Employee
- Certified Professional Collector

## **Delivery Options:**

- Web based
- Webinar
- Live

# Business Assurance & Continuity Plan

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- BHS has been in business for 29 years
- Deborah Stephens is Founder/Chairman/CEO
- Average Tenure of Executive Staff is > 16 years
- From inception to 2015 outside investors were majority owners
- In late 2015 BHS/Safety First became 100% employee owned
- There are currently no agreements, plans or discussions re: sale or merger of BHS/Safety First

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EXHIBIT A PRICING PAGE

CRFQ DOT2000000154

All per costs are to be based upon an all-inclusive collection as seen throughout the entire process of analysis, culminating with the certification of results and proper reporting of such results of the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug screening requires separate pricing. Regular hours testing (Monday - Friday, 6:30 am - 5:00 pm) and after hours testing (Saturday, Sunday, and weekdays 5:01 pm - 6:29 am) requires separate pricing.

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

	Usage Sample Totals	Unit of Measure	Cost Of Each Test/Item	Total For Each Line
1. On-Site Urine Collection	<u>1400</u>	per test	\$ <u>39.25</u>	\$ <u>54,950.00</u>
On-Site Urine Colleciton- After Hours	<u>10</u>	per test	\$ <u>100.00</u>	\$ <u>1,000.00</u>
2. On-Site Alcohol Testing	<u>700</u>	per test	\$ <u>28.00</u>	\$ <u>19,600.00</u>
On-Site Alcohol Testing-After Hours	<u>10</u>	per test	\$ <u>50.00</u>	\$ <u>500.00</u>
3. Professional Services				
Collector Testimony	<u>2</u>	per day	\$ <u>150.00</u>	\$ <u>300.00</u>
Deposition	<u>1</u>	per day	\$ <u>150.00</u>	\$ <u>150.00</u>
Expert Witness Testimony	<u>2</u>	per day	\$ <u>1,000.00</u>	\$ <u>2,000.00</u>
Laboratory Litigation Packages	<u>1</u>	each	\$ <u>300.00</u>	\$ <u>300.00</u>
4. Scheduled Clinic Visits				
Urine Collections	<u>1200</u>	per test	\$ <u>46.00</u>	\$ <u>55,200.00</u>
Alcohol (Breath) Test	<u>20</u>	per test	\$ <u>45.00</u>	\$ <u>900.00</u>
5. Immediate Testing Requests-No notice given				
Urine Collection - during business hours	<u>5</u>	per test	\$ <u>46.00</u>	\$ <u>230.00</u>
Urine Colleciton - after hours	<u>5</u>	per test	\$ <u>100.00</u>	\$ <u>500.00</u>
Alcohol Test - during business hours	<u>5</u>	per test	\$ <u>45.00</u>	\$ <u>225.00</u>
Alcohol Test - after hours	<u>5</u>	per test	\$ <u>50.00</u>	\$ <u>250.00</u>
			<u>Total</u>	\$ <u>136,105.00</u>

Include the name of the software or internet-based result reporting: i3 Screen

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

## 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 01/09/2020

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: April 20, 2020 at 10:00 AM

Submit Questions to: Crystal Hustead  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Crystal.G.Hustead@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted 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:**  
**BUYER:** Crystal Hustead  
**SOLICITATION NO.:** CRFQ DOT2000000154  
**BID OPENING DATE:** May 6, 2020  
**BID OPENING TIME:** 1 30 PM  
**FAX NUMBER:** 304-558-3970

Revised 01/09/2020



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           n/a           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:** May 6, 2020 at 1:30 PM

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

<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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <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.

**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.

Liz Slater, Director of Business Development  
(Name/Title)  
Liz Slater, Director of Business Development  
(Printed Name and Title)  
2 Metroplex Drive, Ste 275, Birmingham, AL 35209  
(Address)  
205.443.5449 / 205.879.1095  
(Phone Number)/(Fax Number)  
lslater@behavioralhealthsystems.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.

Safety First  
(Company)  
Danny L Cooner, President  
(Authorized Signature) (Representative Name, Title)  
Danny L. Cooner President  
(Printed Name and Title of Authorized Representative)  
5-6-20  
(Date)  
800-245-1150 Fax 205-879-1095  
(Phone Number) (Fax Number)

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: Behavioral Health Systems, Inc. DBA Safety First

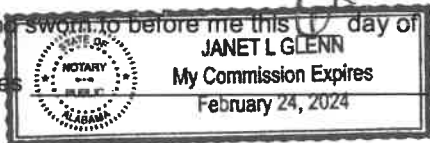
Authorized Signature: Dal Ceaux Date: 5-6-20

State of Alabama

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 10 day of May, 2020

My Commission expires February 24, 2024, 20  .



**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Janet L. Glenn

**REQUEST FOR QUOTATION  
CRFQ DOT2000000154  
Drug and Alcohol Testing Services (8320C0057)**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services including employees in all fifty-five (55) counties. These services will include generating random selections, preparing annual information reports, coordinating urine and/or breath collections, performing work-site collections, and storage/shipping of samples.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 “Testing Locations”** means the locations where on-site testing will be performed attached hereto as Exhibit B.
  - 2.4 “Title 49 CFR Part 40”** is the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy attached hereto as Exhibit C.
  - 2.5 “RFQ”** means the official request for quotation published by the Purchasing Division and identified as 83-17-C0081.
  - 2.6 “Medical Review Officer (MRO)”** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
  - 2.7 “SAMHSA”** Substance Abuse and Mental Health Services Administration
  
- 3. GENERAL REQUIREMENTS:**
  - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide WVDOT (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.

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

**3.1.1.1** The vendor shall produce random selections for the employees whose job duties place them into the Department's programs. These employees are divided into four testing pools.

**3.1.1.1.1** The WVDOH USDOT-regulated testing pool (around 2800 employees) must be maintained in compliance with Title 49 CFR Parts 40 and 382

**3.1.1.1.2** The WVDOH second testing pool (around 400 employees) contains employees whose tests are defined commonly as non-DOT tests. For this testing pool the vendor will use split specimen collections, a certified laboratory, and MRO oversight, generally mirroring a DOT collection, storage, and mailing process.

**3.1.1.1.3** The Parkways Authority testing pool must be maintained in compliance with Title 49 CFR Parts 40 and 382.

**3.1.1.1.4** The State Rail Authority testing pool must be maintained in compliance with Title 49 CFR parts 40 and 382.

**3.1.1.2** The vendor shall provide for mobile, on-site collections of urine in compliance with Title 49 CFR Part 40.

**3.1.1.2.1** Vendor shall provide necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory.

**3.1.1.2.2** The split sample method of collection, handling, and storage is to be utilized.

**3.1.1.2.3** If it is not possible to collect a urine sample (e.g. vehicle accident) the vendor shall provide for the collection of blood specimens.

**3.1.1.2.4** The vendor will provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology.



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**3.1.1.3** The vendor will provide for mobile, on-site (breath) alcohol testing.

**3.1.1.3.1** Tests must be conducted using equipment approved by the U.S. Department of Transportation and found on their Conforming Products List at this website: <https://www.transportation.gov/odapc/Approved-Evidential-Breath-Measurement-Devices>

**3.1.1.3.2** Tests must follow U.S. Department of Transportation collection protocols, found in Title 49 CFR Part 40.

**3.1.1.3.3** The vendor must provide for a confirmatory alcohol test on all breath concentrations measuring at 0.02% blood-alcohol content, or above.

**3.1.1.4** With appropriate due notice from the Agency, the vendor will be expected to provide multiple mobile collectors to perform urine and breath collections at up to five separate locations on the same date, usually due to seasonal hiring or for concentrating a high number of unanticipated, random tests quickly within an area.

**3.1.1.5** Upon arrival at an Agency location, the vendor will not begin random testing without the presence of the Agency's site supervisor, duly assigned to oversee that location's testing process.

**3.1.1.6** The vendor must include the cost of a qualified Medical Review Officer (MRO) in their per test cost.

**3.1.1.6.1** The MRO must be a full-time MRO.

**3.1.1.7** The vendor shall provide mobile testing and testing services, from 6:30am until 5:00pm EST.

**3.1.1.7.1** After hours services (including Saturdays and Sunday collections, if necessary) shall be required in emergency situations.

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**3.1.1.8** The vendor shall provide a network of clinic locations across the State to meet the Agency's demand for pre-employment drug testing.

**3.1.1.8.1** Once the vendor has received an employee's information from the WVDOT's designated coordinator(s), these statewide tests must be scheduled by the vendor within the next two business days, either at their own locations, or using clinics.

**3.1.1.8.2** Alternately, the vendor may provide a secured internet-based scheduling portal for the Agency coordinator(s) to centrally set up daily testing appointments for our employees utilizing pre-determined, statewide clinics.

**3.1.1.9** The vendor shall provide a secured internet-based result reporting and random pool maintenance module at no cost to the WVDOT for tracking, management and record maintenance of the WVDOT program. The internet-based result reporting site utilized must contain all necessary components to permit the Medical Review Officer's report to be submitted and contained in the database. The vendor must provide the WVDOT with inquiry access to the internet-based site.

**3.1.1.9.1** The vendor may be required to demonstrate in person at no cost to the WVDOT all functions relative to program tracking, management, and record maintenance in the WVDOT Human Resources Division. The WVDOT reserves the right to determine acceptability based on the security of the transmission along with the limit of access to any transmission, storage, or retrieval systems and to approve or reject software or internet-based result reporting.

**3.1.1.9.2** The Vendor shall be required to name the software or internet-based result reporting proposed for use under this contract on the pricing pages. Failure to submit the name of the proposed software in the bid shall result in rejection of the bid.

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**3.1.1.10** The vendor shall ensure that strict rules of confidentiality are followed at all times. The vendor must agree to complete a HIPAA Business Associate Addendum (Exhibit D) and promote responsible practices when the handling, sending, or receiving of employees' Personal Health Information is involved.

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

**3.1.1.12** The vendor shall provide on the pricing pages (Exhibit A) its costs for common, expected drug and alcohol testing services.

**3.1.1.13** WVDOT will pay the vendor for each test that's processed at the agreed per-test rates.

**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** All per test costs are to be based upon an all-inclusive collection as seen through the entire process of analysis, culminating with the certification of results and proper reporting of such results to the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug screening requires separate pricing. Regular hours testing (Monday-Friday, 6:30 a.m. -5:00 p.m.) and after hours testing (Saturday and Sunday, weekdays 5:01 p.m. -6:29 a.m.) requires separate pricing. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the

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approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: crystal.g.hustead@wv.gov

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall schedule Agency employees for Pre-employment, Return-to-duty, or Follow-up testing appointments within two (2) working days after the employees' information and locale are received. The vendor shall begin the scheduling process immediately, upon notification from the Agency, when emergency issues (Post-Accident or Reasonable Suspicion) are involved. The vendor is expected to supply the Agency with twenty-four (24) hour/daily-availability contact information for such testing scenarios, and should respond to the Agency's requests within one (1) hour to relay all necessary details to complete the employee's tests.
- 6.2 Late Delivery:** There will be no late fees. All billing and payments will follow the price-per-test on the Pricing Page (Exhibit A), and cost will be charged corresponding to the type of test that is completed.
- 6.3 Delivery Payment/Risk of Loss:** Agency will incur no cost if the testing sample is

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accidentally discarded, damaged, or destroyed by the Vendor or their associates.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items/Services to be unacceptable, the Vendor will make every effort to correct mistakes to maintain efficiency and protect the integrity of the Agency's testing program. Being a Federally regulated program, any action that does not meet, or exceed those regulations will be regarded as unacceptable. Should the Agency ask for reports or forms to be resent, due to mail mishandling or digital file problems, the Vendor will not charge an additional, or penalty fee.
- 6.5 Return Due to Agency Error:** The Agency reserves the right to cancel testing at any time for an individual or group due to extenuating circumstances, the needs of the State, or Agency error. The Vendor will not charge an additional, or penalty fee.

**7. VENDOR DEFAULT:**

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

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

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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:** Liz Slater  
**Telephone Number:** 800-245-1150  
**Fax Number:** 205-879-1095  
**Email Address:** LSlater @ BehaviorHealthSystems.com

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

## 2. Permitted Uses and Disclosures.

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



### 3. Obligations of Associate.

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

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

#### 4. Addendum Administration.

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

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

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

#### 5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: Safety First

Signature: \_\_\_\_\_

Signature: Darl Comer

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 5-6-20

Form - WVBA-012004  
Amended 06.26.2013

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

Patrick Morrisey  
Attorney General  
BY \_\_\_\_\_

Appendix A

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

Name of Associate: Safety First

Name of Agency: \_\_\_\_\_

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



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: 700205

Doc Description: ADDENDUM 4 DRUG AND ALCOHOL TESTING (8320C0057)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-01	2020-05-12 13:30:00	CRFQ 0803 DOT2000000154	5

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Safety First  
 Two Metroplex Drive  
 Suite 275  
 Birmingham, Al 35209  
 800-245-1150

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

Signature X

*Dallan*

FEIN #

63-1007625

DATE

5-4-2020

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



## 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Behavioral Health Systems, Inc. DBA Safety First Address: Two Metroplex Drive Suite 225 Birmingham, Al 35209

Name of Authorized Agent: West Virginia DOT Address: 209 Washington St. E Charleston, WV

Contract Number: 0803-DOT 200000154 Contract Description: Drug & Alcohol Testing

Governmental agency awarding contract: Department of Transportation

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.

Quest Diagnostics  
Quality Drug Testing

**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.

Deborah Stephens  
William Patterson

**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: *Dalton* Date Signed: 5-6-20

**Notary Verification**

State of Alabama, County of Shelby:

I, Janet Glenn, 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 6<sup>th</sup> day of May, 2020

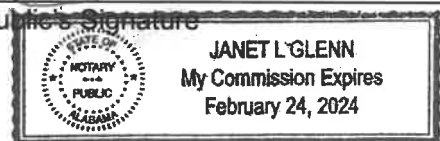
Janet Glenn  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2000000154**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Safety First

Company

*Day Sloan*

Authorized Signature

5-4-2020

Date

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

Revised 6/8/2012

District	Testing Location		Collection Site Information					
District	County	City	Site Type	Distance (mi.)	Collection Site	City	ST	Zip
1	Mason	Point Pleasant	LPSC	30	LabCorp	Hurricane	WV	25526
1	Mason	Point Pleasant	QPS	3.5	Reliant Drug Test Solutions	Point Pleasant	WV	25550
1	Mason	Point Pleasant	3rd Party	3.5	Reliant Drug Test Solutions	Point Pleasant	WV	25550
1	Mason	Point Pleasant	Onsite & After Hrs	92	Quality Drug Testing	Chapmanville	WV	25508
1	Putnam	Hurricane	LPSC	3.13	LabCorp	Hurricane	WV	25526
1	Putnam	Hurricane	QPSC	16.4	Quest PSC	South Charleston	WV	25309
1	Putnam	Hurricane	QPS	1.1	Reliant Drug Test Solutions	Hurricane	WV	25526
1	Putnam	Hurricane	3rd Party	4.4	MedExpress Urgent Care	Hurricane	WV	25526
1	Putnam	Hurricane	3rd Party	13.6	MedExpress Urgent Care	Charleston	WV	25309
1	Putnam	Hurricane	Onsite & After Hrs	64	Quality Drug Testing	Chapmanville	WV	25508
1	Kanawha	Elkview	LPSC	11.11	LabCorp	Charleston	WV	25304
1	Kanawha	Elkview	QPSC	15.6	Quest PSC	South Charleston	WV	25309
1	Kanawha	Elkview	QPS	20	HHG Drug Testing	St. Albans	WV	25177
1	Kanawha	Elkview	3rd Party	11.8	MedExpress Urgent Care	Charleston	WV	25304
1	Kanawha	Elkview	3rd Party	12.8	MedExpress Urgent Care	Charleston	WV	25303
1	Kanawha	Elkview	Onsite & After Hrs	59	Quality Drug Testing	Chapmanville	WV	25508
1	Kanawha	N. Charleston	LPSC	2.29	LabCorp	South Charleston	WV	25309
1	Kanawha	N. Charleston	QPSC	2.2	Quest PSC	South Charleston	WV	25309
1	Kanawha	N. Charleston	QPS	8.1	HHG Drug Testing	St. Albans	WV	25177
1	Kanawha	N. Charleston	3rd Party	0.9	MedExpress Urgent Care	Charleston	WV	25303
1	Kanawha	N. Charleston	3rd Party	2.5	MedExpress Urgent Care	Charleston	WV	25309
1	Kanawha	N. Charleston	3rd Party	7	MedExpress Urgent Care	Charleston	WV	25304
1	Kanawha	N. Charleston	Onsite & After Hrs	50	Quality Drug Testing	Chapmanville	WV	25508
1	Kanawha	Chelyan	LPSC	10.64	LabCorp	Charleston	WV	25304
1	Kanawha	Chelyan	QPSC	18.6	Quest PSC	South Charleston	WV	25309
1	Kanawha	Chelyan	QPS	24.2	HHG Drug Testing	St. Albans	WV	25177
1	Kanawha	Chelyan	3rd Party	12	MedExpress Urgent Care	Charleston	WV	25304
1	Kanawha	Chelyan	Onsite & After Hrs	44	Quality Drug Testing	Beckley	WV	25801
1	Kanawha	Saint Albans	LPSC	4.13	LabCorp	Cross Lanes	WV	25313
1	Kanawha	Saint Albans	QPSC	7	Quest PSC	South Charleston	WV	25309
1	Kanawha	Saint Albans	QPS	1.2	HHG Drug Testing	St. Albans	WV	25177
1	Kanawha	Saint Albans	QPS	8.6	Reliant Drug Test Solutions	Hurricane	WV	25526
1	Kanawha	Saint Albans	3rd Party	6.8	MedExpress Urgent Care	Hurricane	WV	25526
1	Kanawha	Saint Albans	3rd Party	7	MedExpress Urgent Care	Charleston	WV	25309
1	Kanawha	Saint Albans	3rd Party	10	MedExpress Urgent Care	Charleston	WV	25303
1	Kanawha	Saint Albans	Onsite & After Hrs	53	Quality Drug Testing	Chapmanville	WV	25508

1	Clay	Clay	3rd Party	12	MedExpress Urgent Care	Summersville	WV	26651
1	Clay	Clay	Onsite & After Hrs	66	Quality Drug Testing	Beckley	WV	25801
1	Boone	Danville	LPSC	22.6	LabCorp	South Charleston	WV	25309
1	Boone	Danville	QPS	24.6	Quest PSC	South Charleston	WV	25309
1	Boone	Danville	3rd Party	14.6	MedExpress Urgent Care	Logan	WV	25601
1	Boone	Danville	Onsite & After Hrs	21	Quality Drug Testing	Chapmanville	WV	25508
2	Cabell	Barboursville	LPSC	6.55	LabCorp	Huntington	WV	25701
2	Cabell	Barboursville	QPS	9.1	EMSI	Huntington	WV	25701
2	Cabell	Barboursville	3rd Party	6	MedExpress Urgent Care	Huntington	WV	25705
2	Cabell	Barboursville	3rd Party	8.5	Health Research Systems	Huntington	WV	25701
2	Cabell	Barboursville	3rd Party	10	MedExpress Urgent Care	Huntington	WV	25701
2	Cabell	Barboursville	Onsite & After Hrs	52	Quality Drug Testing	Chapmanville	WV	25508
2	Wayne	Wayne	LPSC	12	LabCorp	Huntington	WV	25701
2	Wayne	Wayne	LPSC	12	LabCorp	Louisa	KY	41230
2	Wayne	Wayne	QPS	14	EMSI	Huntington	WV	25701
2	Wayne	Wayne	3rd Party	13.4	MedExpress Urgent Care	Huntington	WV	25705
2	Wayne	Wayne	3rd Party	14	MedExpress Urgent Care	Huntington	WV	25701
2	Wayne	Wayne	Onsite & After Hrs	49	Quality Drug Testing	Chapmanville	WV	25508
2	Lincoln	West Hamlin	LPSC	13.54	LabCorp	Huntington	WV	25701
2	Lincoln	West Hamlin	QPS	14.7	Reliant Drug Test Solutions	Hurricane	WV	25526
2	Lincoln	West Hamlin	3rd Party	14.3	MedExpress Urgent Care	Huntington	WV	25705
2	Lincoln	West Hamlin	Onsite & After Hrs	35	Quality Drug Testing	Chapmanville	WV	25508
2	Logan	Wilkinson	3rd Party	1.3	MedExpress Urgent Care	Logan	WV	25601
2	Logan	Wilkinson	Onsite & After Hrs	19	Quality Drug Testing	Chapmanville	WV	25508
2	Mingo	Williamson	LPSC	19	LabCorp	Pikeville	KY	41501
2	Mingo	Williamson	Onsite & After Hrs	37	Quality Drug Testing	Chapmanville	WV	25508
3	Pleasants	Belmont	LPSC	15.8	LabCorp	Parkersburg	WV	26101
3	Pleasants	Belmont	QPS	17	WV Drug Testing Laboratories	Parkersburg	WV	26101
3	Pleasants	Belmont	3rd Party	16	MedExpress Urgent Care	Vienna	WV	26105
3	Pleasants	Belmont	Onsite & After Hrs	76	Quality Drug Testing	White Hall	WV	26554
3	Wood	Parkersburg	LPSC	3.56	LabCorp	Parkersburg	WV	26101
3	Wood	Parkersburg	QPS	0.7	WV Drug Testing Laboratories	Parkersburg	WV	26101
3	Wood	Parkersburg	3rd Party	4.7	MedExpress Urgent Care	Parkersburg	WV	26101
3	Wood	Parkersburg	3rd Party	4.9	MedExpress Urgent Care	Vienna	WV	26105
3	Wood	Parkersburg	Onsite & After Hrs	92	Quality Drug Testing	White Hall	WV	26554
3	Ritchie	Harrisville	LPSC	30	LabCorp	Parkersburg	WV	26101
3	Ritchie	Harrisville	QPS	28.7	WV Drug Testing Laboratories	Parkersburg	WV	26101

3	Ritchie	Harrisville	Onsite & After Hrs	100	Quality Drug Testing	Chapmanville	WV	25508
3	Wirt	Elizabeth	LPSC	17	LabCorp	Parkersburg	WV	26101
3	Wirt	Elizabeth	QPS	21.3	WV Drug Testing Laboratorie	Parkersburg	WV	26101
3	Wirt	Elizabeth	3rd Party	18.5	MedExpress Urgent Care	Parkersburg	WV	26101
3	Wirt	Elizabeth	Onsite & After Hrs	92	Quality Drug Testing	White Hall	WV	26554
3	Calhoun	Millstone	Onsite & After Hrs	96	Quality Drug Testing	White Hall	WV	26554
3	Jackson	Ripley	LPSC	26.5	LabCorp	Cross Lanes	WV	25313
3	Jackson	Ripley	QPSC	30.5	Quest PSC	South Charleston	WV	25309
3	Jackson	Ripley	QPS	22.3	Reliant Drug Test Solutions	Point Pleasant	WV	25550
3	Jackson	Ripley	3rd Party	0	Jackson General Hospital	Ripley	WV	25271
3	Jackson	Ripley	Onsite & After Hrs	80	Quality Drug Testing	Chapmanville	WV	25508
3	Roane	Spencer	Onsite & After Hrs	92	Quality Drug Testing	Chapmanville	WV	25508
4	Monongalia	Morgantown	LPSC	0.96	LabCorp	Morgantown	WV	26505
4	Monongalia	Morgantown	QPSC	20.7	Quest PSC	Uniontown	WV	15401
4	Monongalia	Morgantown	3rd Party	0.4	MedExpress Urgent Care	Morgantown	WV	26505
4	Monongalia	Morgantown	3rd Party	3	MedExpress Urgent Care	Morgantown	WV	26501
4	Monongalia	Morgantown	3rd Party	0	WVU Occupational Health	Morgantown	WV	26505
4	Monongalia	Morgantown	Onsite & After Hrs	22.7	Quality Drug Testing	White Hall	WV	26554
4	Preston	Albright	LPSC	18	LabCorp	Morgantown	WV	26505
4	Preston	Albright	QPSC	29	Quest PSC	Uniontown	WV	15401
4	Preston	Albright	3rd Party	3.7	Preston Memorial Hospital	Kingwood	WV	26537
4	Preston	Albright	3rd Party	19	MedExpress Urgent Care	Morgantown	WV	26501
4	Preston	Albright	3rd Party	19	MedExpress Urgent Care	Morgantown	WV	26505
4	Preston	Albright	3rd Party	11	Preston Urgent Care	Reedsville	WV	26547
4	Preston	Albright	Onsite & After Hrs	52	Quality Drug Testing	White Hall	WV	26554
4	Marion	Fairmont	LPSC	1.59	LabCorp	Fairmont	WV	26554
4	Marion	Fairmont	3rd Party	2.7	MedExpress Urgent Care	Fairmont	WV	26554
4	Marion	Fairmont	3rd Party	13.1	MedExpress Urgent Care	Clarksburg	WV	26301
4	Marion	Fairmont	Onsite & After Hrs	6.2	Quality Drug Testing	White Hall	WV	26554
4	Harrison	Clarksburg	LPSC	5.79	LabCorp	Bridgeport	WV	26330
4	Harrison	Clarksburg	3rd Party	8	MedExpress Urgent Care	Clarksburg	WV	26301
4	Harrison	Clarksburg	Onsite & After Hrs	17.5	Quality Drug Testing	White Hall	WV	26554
4	Taylor	Grafton	LPSC	11.37	LabCorp	Fairmont	WV	26554
4	Taylor	Grafton	LPSC	12.81	LabCorp	Bridgeport	WV	26330
4	Taylor	Grafton	3rd Party	12.2	MedExpress Urgent Care	Fairmont	WV	26554
4	Taylor	Grafton	3rd Party	13.6	MedExpress Urgent Care	Clarksburg	WV	26301
4	Taylor	Grafton	Onsite & After Hrs	15.7	Quality Drug Testing	White Hall	WV	26554

4	Doddridge	West Union	LPSC	29.5	LabCorp	Bridgeport	WV	26330
4	Doddridge	West Union	Onsite & After Hrs	43.8	Quality Drug Testing	White Hall	WV	26554
5	Morgan	Berkeley Spring	LPSC	25.7	LabCorp	Winchester	VA	22601
5	Morgan	Berkeley Spring	QPSC	30.9	Quest PSC	Hagerstown	MD	21742
5	Morgan	Berkeley Spring	QPS	24	Global Screening	Winchester	VA	22601
5	Morgan	Berkeley Spring	3rd Party	14.4	MedExpress Urgent Care	Martinsburg	WV	25403
5	Berkeley	Martinsburg	LPSC	19	LabCorp	Hagerstown	MD	21740
5	Berkeley	Martinsburg	QPSC	19	Quest PSC	Hagerstown	MD	21742
5	Berkeley	Martinsburg	QPS	23	Global Screening	Winchester	VA	22601
5	Berkeley	Martinsburg	3rd Party	1.4	MedExpress Urgent Care	Martinsburg	WV	25403
5	Berkeley	Martinsburg	3rd Party	2	MedExpress Urgent Care	Martinsburg	WV	25404
5	Jefferson	Kearneysville	LPSC	17.36	LabCorp	Winchester	VA	22601
5	Jefferson	Kearneysville	QPSC	24	Quest PSC	Hagerstown	MD	21742
5	Jefferson	Kearneysville	QPS	17	Global Screening	Winchester	VA	22601
5	Jefferson	Kearneysville	3rd Party	7.5	MedExpress Urgent Care	Martinsburg	WV	25403
5	Jefferson	Kearneysville	3rd Party	10	MedExpress Urgent Care	Martinsburg	WV	25404
5	Mineral	New Creek	LPSC	26	LabCorp	Cumberland	MD	21502
5	Mineral	New Creek	QPS	17	Global Screening	Winchester	VA	22601
5	Hampshire	Romney	LPSC	21	LabCorp	Cumberland	MD	21502
5	Hampshire	Romney	3rd Party	21	MedExpress Urgent Care	La Vale	MD	21502
5	Hampshire	Romney	Onsite & After Hrs	100	Quality Drug Testing	White Hall	WV	26554
5	Grant	Petersburg	3rd Party	0	Grant Memorial Hospital	Petersburg	WV	26847
5	Grant	Petersburg	Onsite & After Hrs	95	Quality Drug Testing	White Hall	WV	26554
5	Hardy	Moorefield	Onsite & After Hrs	100	Quality Drug Testing	White Hall	WV	26554
6	Hancock	New Cumberland	LPSC	20	LabCorp	Sewickley	PA	15143
6	Hancock	New Cumberland	QPSC	18	Quest PSC	Beaver	PA	15009
6	Hancock	New Cumberland	QPS	20	Signature Drug Testing LLC	Rochester	PA	15074
6	Hancock	New Cumberland	QPS	28	ArcPoint - Pittsburgh	Pittsburgh	PA	15237
6	Hancock	New Cumberland	3rd Party	8	MedExpress Urgent Care	Weirton	WV	26062
6	Hancock	New Cumberland	Onsite & After Hrs	106	Quality Drug Testing	White Hall	WV	26554
6	Brooke	Wellsburg	LPSC	25	LabCorp	McMurray	PA	15317
6	Brooke	Wellsburg	QPSC	8	Quest PSC	Solon	OH	44139
6	Brooke	Wellsburg	QPSC	15	Quest PSC	Twinsburg	OH	44087
6	Brooke	Wellsburg	QPSC	16	Quest PSC	Mentor	OH	44060
6	Brooke	Wellsburg	QPS	3	Med Group	University Heights	OH	44118
6	Brooke	Wellsburg	QPS	9	MedSource One	Garfield Heights	OH	44125
6	Brooke	Wellsburg	3rd Party	12	MedExpress Urgent Care	Wheeling	WV	26003
6	Brooke	Wellsburg	3rd Party	12	MedExpress Urgent Care	Weirton	WV	26062
6	Brooke	Wellsburg	3rd Party	13	MedExpress Urgent Care	Wheeling	WV	26003
6	Brooke	Wellsburg	Onsite & After Hrs	89	Quality Drug Testing	White Hall	WV	26554

6	Brooke	Wellsburg	Onsite & After Hrs	89	Quality Drug Testing	White Hall	WV	26554
6	Ohio	Triadelphia	LPSC	28	LabCorp	McMurray	PA	15317
6	Ohio	Triadelphia	QPSC	21	Quest PSC	Washington	PA	15301
6	Ohio	Triadelphia	3rd Party	3.5	MedExpress Urgent Care	Wheeling	WV	26003
6	Ohio	Triadelphia	3rd Party	5.6	MedExpress Urgent Care	Wheeling	WV	26003
6	Ohio	Triadelphia	3rd Party	13	MedExpress Urgent Care	Glen Dale	WV	26038
6	Ohio	Triadelphia	Onsite & After Hrs	94	Quality Drug Testing	White Hall	WV	26554
6	Marshall	Glen Dale	QPSC	30.5	Quest PSC	Washington	PA	15301
6	Marshall	Glen Dale	3rd Party	2.6	MedExpress Urgent Care	Glen Dale	WV	26038
6	Marshall	Glen Dale	3rd Party	6.8	MedExpress Urgent Care	Wheeling	WV	26003
6	Marshall	Glen Dale	3rd Party	7.9	MedExpress Urgent Care	Wheeling	WV	26003
6	Marshall	Glen Dale	Onsite & After Hrs	105	Quality Drug Testing	White Hall	WV	26554
6	Wetzel	New Martinsville	Onsite & After Hrs	62	Quality Drug Testing	White Hall	WV	26554
6	Tyler	Sistersville	Onsite & After Hrs	90	Quality Drug Testing	White Hall	WV	26554
7	Barbour	Philippi	LPSC	15	LabCorp	Bridgeport	WV	26330
7	Barbour	Philippi	3rd Party	14	MedExpress Urgent Care	Clarksburg	WV	26301
7	Barbour	Philippi	Onsite & After Hrs	26	Quality Drug Testing	White Hall	WV	26554
7	Lewis	Weston	LPSC	22	LabCorp	Bridgeport	WV	26330
7	Lewis	Weston	3rd Party	21	MedExpress Urgent Care	Clarksburg	WV	26301
7	Lewis	Weston	Onsite & After Hrs	38	Quality Drug Testing	White Hall	WV	26554
7	Upshur	Buckhannon	LPSC	21	LabCorp	Bridgeport	WV	26330
7	Upshur	Buckhannon	3rd Party	21	MedExpress Urgent Care	Elkins	WV	26241
7	Upshur	Buckhannon	3rd Party	23	MedExpress Urgent Care	Clarksburg	WV	26301
7	Upshur	Buckhannon	Onsite & After Hrs	47	Quality Drug Testing	White Hall	WV	26554
7	Gilmer	Glenville	Onsite & After Hrs	71	Quality Drug Testing	White Hall	WV	26554
7	Braxton	Gassaway	3rd Party	0	Braxton Memorial Hospital	Gassaway	WV	26624
7	Braxton	Gassaway	Onsite & After Hrs	75	Quality Drug Testing	White Hall	WV	26554
7	Webster	Webster Springs	Onsite & After Hrs	84	Quality Drug Testing	Beckley	WV	25801
8	Tucker	Parsons	3rd Party	18	MedExpress Urgent Care	Elkins	WV	26241
8	Tucker	Parsons	Onsite & After Hrs	57	Quality Drug Testing	White Hall	WV	26554
8	Randolph	Elkins	3rd Party	3.7	MedExpress Urgent Care	Elkins	WV	26241
8	Randolph	Elkins	Onsite & After Hrs	52	Quality Drug Testing	White Hall	WV	26554
8	Pendleton	Franklin	QPS	30	Valley Urgent Care & Occ Me	Harrisonburg	VA	22801



8	Pendleton	Franklin	Onsite & After Hrs	112	Quality Drug Testing	White Hall	WV	26554
8	Pocahontas	Marlinton	Onsite & After Hrs	88	Quality Drug Testing	Beckley	WV	25801
9	Nicholas	Summersville	3rd Party	2.3	MedExpress Urgent Care	Summersville	WV	26651
9	Nicholas	Summersville	3rd Party	23.5	MedExpress Urgent Care	Fayetteville	WV	25840
9	Nicholas	Summersville	Onsite & After Hrs	45.7	Quality Drug Testing	Beckley	WV	25801
9	Fayette	Oak Hill	LPSC	15	LabCorp	Beckley	WV	25801
9	Fayette	Oak Hill	3rd Party	6	MedExpress Urgent Care	Fayetteville	WV	25840
9	Fayette	Oak Hill	3rd Party	11	MedExpress Urgent Care	Beckley	WV	25801
9	Fayette	Oak Hill	3rd Party	12	MedExpress Urgent Care	Beckley	WV	25801
9	Fayette	Oak Hill	Onsite & After Hrs	15	Quality Drug Testing	Beckley	WV	25801
9	Greenbrier	Lewisburg	LPSC	1	LabCorp	Lewisburg	WV	24901
9	Greenbrier	Lewisburg	3rd Party	2.6	MedExpress Urgent Care	Lewisburg	WV	24901
9	Greenbrier	Lewisburg	Onsite & After Hrs	50	Quality Drug Testing	Beckley	WV	25801
9	Summers	Hinton	LPSC	18	LabCorp	Beckley	WV	25801
9	Summers	Hinton	LPSC	21.83	LabCorp	Lewisburg	WV	24901
9	Summers	Hinton	LPSC	23.49	LabCorp	Princeton	WV	24740
9	Summers	Hinton	3rd Party	20	MedExpress Urgent Care	Beckley	WV	25801
9	Summers	Hinton	3rd Party	21	MedExpress Urgent Care	Beckley	WV	25801
9	Summers	Hinton	3rd Party	23	MedExpress Urgent Care	Princeton	WV	24740
9	Summers	Hinton	Onsite & After Hrs	28	Quality Drug Testing	Beckley	WV	25801
9	Monroe	Union	LPSC	12	LabCorp	Lewisburg	WV	24901
9	Monroe	Union	LPSC	15	LabCorp	Lewisburg	WV	24901
9	Monroe	Union	3rd Party	17.3	MedExpress Urgent Care	Lewisburg	WV	24901
9	Monroe	Union	Onsite & After Hrs	70	Quality Drug Testing	Beckley	WV	25801
10	Raleigh	Beckley	LPSC	3.59	LabCorp	Beckley	WV	25801
10	Raleigh	Beckley	3rd Party	1.7	MedExpress Urgent Care	Beckley	WV	25801
10	Raleigh	Beckley	3rd Party	2.5	MedExpress Urgent Care	Beckley	WV	25801
10	Raleigh	Beckley	3rd Party	17.5	MedExpress Urgent Care	Fayetteville	WV	25840
10	Raleigh	Beckley	Onsite & After Hrs	0	Quality Drug Testing	Beckley	WV	25801
10	Wyoming	Pineville	LPSC	24	LabCorp	Beckley	WV	25801
10	Wyoming	Pineville	3rd Party	24	MedExpress Urgent Care	Beckley	WV	25801
10	Wyoming	Pineville	3rd Party	25	MedExpress Urgent Care	Beckley	WV	25801
10	Wyoming	Pineville	Onsite & After Hrs	30	Quality Drug Testing	Beckley	WV	25801
10	Mercer	Princeton	LPSC	1.6	LabCorp	Princeton	WV	24740
10	Mercer	Princeton	QPSC	25	Quest PSC	Dublin	WV	24084
10	Mercer	Princeton	3rd Party	3	MedExpress Urgent Care	Princeton	WV	24740
10	Mercer	Princeton	3rd Party	12.5	MedExpress Urgent Care	Bluefield	VA	24605

10	Mercer	Princeton	Onsite & After Hrs	36	Quality Drug Testing	Beckley	WV	25801
10	McDowell	Havaco	LPSC	22.5	LabCorp	Princeton	WV	24740
10	McDowell	Havaco	3rd Party	21	MedExpress Urgent Care	Bluefield	VA	24605
10	McDowell	Havaco	Onsite & After Hrs	50	Quality Drug Testing	Beckley	WV	25801
N/A	West VA Stat	Moorefield	3rd Party	TBD				
N/A	West VA Stat	Moorefield	Onsite & After Hrs	100	Quality Drug Testing	White Hall	WV	26554
N/A	Potomac Eag	Romney	LPSC	21	LabCorp	Cumberland	MD	21502
N/A	Potomac Eag	Romney	3rd Party	21	MedExpress Urgent Care	La Vale	MD	21502
N/A	Potomac Eag	Romney	Onsite & After Hrs	119	Quality Drug Testing	White Hall	WV	26554
N/A	WV Parkways	Charleston	LPSC	2.82	LabCorp	Charleston	WV	25304
N/A	WV Parkways	Charleston	LPSC	4.72	LabCorp	South Charleston	WV	25309
N/A	WV Parkways	Charleston	LPSC	9.52	LabCorp	Cross Lanes	WV	25313
N/A	WV Parkways	Charleston	LPSC	18.29	LabCorp	Hurricane	WV	25526
N/A	WV Parkways	Charleston	QPSC	5.2	Quest PSC	South Charleston	WV	25309
N/A	WV Parkways	Charleston	QPS	11	HHG Drug Testing	St. Albans	WV	25177
N/A	WV Parkways	Charleston	QPS	20	Reliant Drug Test Solutions	Hurricane	WV	25526
N/A	WV Parkways	Charleston	3rd Party	2.3	MedExpress Urgent Care	Charleston	WV	25303
N/A	WV Parkways	Charleston	3rd Party	3.9	MedExpress Urgent Care	Charleston	WV	25304
N/A	WV Parkways	Charleston	3rd Party	5.4	MedExpress Urgent Care	Charleston	WV	25309
N/A	WV Parkways	Charleston	Onsite & After Hrs	45	Quality Drug Testing	Chapmanville	WV	25508
N/A	WV Parkways	Standard	LPSC	15	LabCorp	Charleston	WV	25304
N/A	WV Parkways	Standard	QPSC	24	Quest PSC	South Charleston	WV	25309
N/A	WV Parkways	Standard	QPS	30	HHG Drug Testing	St. Albans	WV	25177
N/A	WV Parkways	Standard	3rd Party	15	MedExpress Urgent Care	Fayetteville	WV	25840
N/A	WV Parkways	Standard	3rd Party	16	MedExpress Urgent Care	Charleston	WV	25304
N/A	WV Parkways	Standard	Onsite & After Hrs	33	Quality Drug Testing	Beckley	WV	25801
N/A	WV Div of Hw	Buckhannon	LPSC	20.69	LabCorp	Bridgeport	WV	26330
N/A	WV Div of Hw	Buckhannon	3rd Party	20.6	MedExpress Urgent Care	Elkins	WV	26241
N/A	WV Div of Hw	Buckhannon	3rd Party	22.9	MedExpress Urgent Care	Clarksburg	WV	26301
N/A	WV Div of Hw	Buckhannon	Onsite & After Hrs	47	Quality Drug Testing	White Hall	WV	26554
N/A	WV Div of Hw	Charleston	LPSC	4	LabCorp	Charleston	WV	25304
N/A	WV Div of Hw	Charleston	LPSC	11.36	LabCorp	South Charleston	WV	25309
N/A	WV Div of Hw	Charleston	LPSC	16.3	LabCorp	Cross Lanes	WV	25313
N/A	WV Div of Hw	Charleston	QPSC	13.3	Quest PSC	South Charleston	WV	25309
N/A	WV Div of Hw	Charleston	QPS	19.4	HHG Drug Testing	St. Albans	WV	25177
N/A	WV Div of Hw	Charleston	3rd Party	4.8	MedExpress Urgent Care	Charleston	WV	25304
N/A	WV Div of Hw	Charleston	3rd Party	10.7	MedExpress Urgent Care	Charleston	WV	25303
N/A	WV Div of Hw	Charleston	3rd Party	13.7	MedExpress Urgent Care	Charleston	WV	25309
N/A	WV Div of Hw	Charleston	Onsite & After Hrs	55	Quality Drug Testing	Chapmanville	WV	25508