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To: Buyer Jc

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From: Nao Medical

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Vendor - Nao Medical  
Buyer - John Estep  
Solicitation # - CRFQ 0803  
Dot 2400000104  
Bid opening - 7/24/24  
Bid opening time - 11:00 AM  
Fax: 304-558-3970

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naomedical.com

State of West Virginia  
Centralized Request for Quote  
Laboratory  
8324C0076

DRUG AND ALCOHOL TESTING SERVICES

**Nao Medical:**  
Statecare Urgent & Walk-in Medical Care PLLC  
DBA Nao Medical  
135 Mineola Blvd, Mineola, NY 11501

**Principal Contact:**  
Priti Jain, MD  
[Priti@NaoMedical.com](mailto:Priti@NaoMedical.com)  
516-695-7493



## 1. Attestation

Submission of this form is an acknowledgement that I understand and agree to the following terms: This formal offer will remain firm and non-revocable for a minimum period of 180 days from the Proposal Due Date.

I, Priti Jain M.D, CEO of Nao Medical certify that, to the best of my knowledge, the supplied information for this proposal is true, accurate and complete.

## 2. Executive Summary

Statcare Urgent & Walk-in Medical Care PLLC (DBA Nao Medical) was founded on April 12, 2011, with the goal of revolutionizing medical care service and delivery by emphasizing Clarity, Thoughtfulness, and Respect. Our core values guide everything we do. Today, we have over 250 employees and multiple locations, serving health needs across NY and surrounding communities through our on-the-go program and locations. We have serviced over 1 million New Yorkers and are excited to continue to grow our footprint and connection to NY and its residents. Nao Medical is based in Mineola NY.

Nao Medical operates more than a dozen locations throughout all the NYC boroughs and Long Island, and we are continuously expanding. We are M/WBE certified with the city of New York and are in the process of obtaining our NY State MWBE certification and will be applying for Texas and West Virginia certifications. Nao Medical is a full-service Medical Center offering Urgent Care, Primary Care, GYN, Nutrition, Tele-med, Mental Health, and Occupational Health services. We have a free-concierge service for our patient's health care journey. We are licensed in multiple states, multilingual, a fully staffed call center and after-hours care program. In addition to serving local communities with the best care, Nao Medical provides a wide range of services, including but not limited to:

- Annual physicals
- Vaccines/Titers
- COVID-19 testing, Flu Testing
- Monoclonal Antibody Treatment/IV Hydration Infusions
- Telehealth appointments with extended hours
- Laboratory services, including STD and HIV screening and all other blood tests
- Mobile medical units for off-site testing
- Home care visits
- X-RAY (in select locations)
- Mental Health
- MAT (Suboxone therapy)
- Nutrition Services
- Immigration Services
- Occupational Health Services
- Drug & Alcohol Testing

We offer all these services at any of our locations, 365 days a year, with no prior appointment necessary. Additionally, our mobile medical team can provide comprehensive care on-site at any remote location.

Nao Medical stands out as a full-service nationwide Third Party Administrator (TPA) for occupational health services, distinguished by its comprehensive approach that extends beyond traditional offerings. We offer an extensive range of health solutions tailored to meet the unique needs of businesses and their employees,

encompassing not only occupational health but also internal telemedicine services, virtual primary care, nutrition counseling, and mental health support.

Our services are meticulously designed to cater to the evolving health needs of the modern workforce. We provide a wide array of occupational health services, including but not limited to on-site COVID-19 testing, D.O.T. physicals, pre-employment and post-offer exams, tele-visits for employees, respiratory physicals, pulmonary function testing, digital x-rays, federal drug testing, wellness physicals, ergonomic assessments, and a comprehensive suite of vaccines and flu shots

What sets Nao Medical apart is our integrated approach to health care. Our capabilities are not just limited to addressing physical health concerns but also extend to supporting mental well-being, nutrition, and overall health maintenance. This holistic approach is facilitated through our telemedicine services, which ensure accessibility and convenience for all employees, thereby promoting a healthier, more productive workforce.

Moreover, our commitment to quality care is reflected in our operations and client support systems. Nao Medical's dedicated staff and specialized account management services ensure that our occupational health clients receive the highest quality of patient care. Open 365 days a year, including holidays, and with a network of conveniently located offices throughout the NYC area, we guarantee accessible and reliable services tailored to the needs of businesses

Our qualifications and extensive experience in the health sector underscore our capacity to serve a broad spectrum of health needs. With certifications in various medical and occupational health services and a solid background in providing comprehensive health solutions, Nao Medical is well-equipped to be a trusted partner in enhancing the health and productivity of your workforce

In conclusion, as your partner, Nao Medical is dedicated to minimizing unnecessary lost time, meeting federal regulations, managing OSHA recordables, and reducing workers' compensation costs. By choosing Nao Medical, you are opting for a partner that not only understands the intricacies of occupational health but is also committed to providing a full spectrum of health services to support the well-being of your employees.

### **3. Response to the Scope of Work**

Nao Medical will comprehensively address all the requirements of the West Virginia Department of Transportation. Here's what Nao Medical commits to providing:

#### **1. \*\*Executive Summary\*\*:**

- Nao Medical will submit a detailed proposal outlining our ability to deliver extensive drug and alcohol testing services across all 55 counties in West Virginia, fully compliant with the provisions of the "Federal Funds Addendum."

2. **\*\*Scope of Services\*\***:

- We will provide a complete description of contract services tailored to meet the specific needs of the West Virginia Department of Transportation, ensuring adherence to SAMHSA standards and Title 49 CFR Part 40.

3. **\*\*Pricing Structure\*\***:

- Nao Medical will create a comprehensive pricing page compatible with the wvOASIS system, detailing competitive pricing based on estimated quantities and total cost considerations, including volume discounts or bundled services.

4. **\*\*Medical Review Officer (MRO) Services\*\***:

- Our proposal will detail the qualifications and responsibilities of our Medical Review Officers who are experienced in evaluating complex drug testing results and ensuring regulatory compliance.

5. **\*\*Operational Plan\*\***:

- Nao Medical will outline a robust operational plan for managing the statewide testing initiative, including logistics for mobile and fixed testing sites, staffing strategies, and the integration of technology for efficient scheduling and reporting.

6. **\*\*Compliance and Quality Assurance\*\***:

- We will affirm our commitment to strict compliance with all applicable federal, state, and local regulations, outlining our comprehensive quality assurance measures that ensure accuracy, privacy, and data security.

7. **\*\*Added Value\*\***:

- Nao Medical will highlight additional benefits we offer, such as community engagement, local employment opportunities, and innovative technological solutions that improve service delivery and effectiveness.

8. **\*\*Attachments and Supporting Documents\*\***:

- The proposal will include all necessary certifications, company policies, evidence of SAMHSA compliance, and other relevant documents to support the credibility and viability of our bid.

Nao Medical is dedicated to partnering with the West Virginia Department of Transportation to effectively support and manage comprehensive and compliant drug and alcohol testing services.

Below is an extensive and precise description of how Nao Medical will meet these mandatory qualifications and requirements:

**### Qualifications:**

1. **\*\*Vendor Qualifications\*\***: Nao Medical has over five years of experience in drug and alcohol testing, providing services that include DOT and non-DOT testing, ensuring compliance with all applicable standards and regulations. Proof of this experience and qualifications will be provided with our proposal documentation.

**### Mandatory Requirements:**

2. **\*\*Service Initiation\*\***: Nao Medical can begin drug and alcohol testing services within the 14-28 day window post-award, adhering strictly to the schedule required by the contract.

3. **\*\*Supplies and Equipment\*\***: Nao Medical will provide all necessary forms, collection kits, and miscellaneous supplies essential for the collection, transportation, and analysis of urine specimens.

4. **\*\*Compliance with Standards\*\***: We will comply with all medical standards; federal, state, and local government safety codes, laws, and regulations relating to drug and alcohol testing as stipulated by SAMHSA and the US Department of Transportation, following the collection protocols outlined in 49 CFR Part 40.
5. **\*\*Privacy and Confidentiality\*\***: We ensure the collection of specimens meets the requirements of 49 CFR Part 40 concerning workplace drug and alcohol testing, maintaining privacy, confidentiality, and chain of custody across all collection sites, including the use of mobile collection vehicles or off-site collection facilities.
6. **\*\*Service Availability\*\***: Nao Medical will provide scheduled service Monday through Friday, excluding West Virginia State Holidays, with locations open for a minimum of 4 hours between the hours of 7:00 AM ET and 5:00 PM ET.
7. **\*\*Rapid Response\*\***: Our teams will arrive on location and be ready to conduct testing within two hours of the request for standard services and within four hours for mobile services.
8. **\*\*Trained Personnel\*\***: All site personnel will be trained in compliance with 49 CFR Part 40 and engaged in the business of providing the required controlled substances and alcohol testing.
9. **\*\*Subcontractor Management\*\***: Nao Medical will manage any subcontractors to ensure they have all necessary permits, certifications, experience, and insurance to perform the work. All subcontractor work will be appropriately annotated on submitted documentation.
10. **\*\*Laboratory and Testing Standards\*\***: We will utilize a SAMHSA-certified laboratory for testing urine specimens using the split sample method. The laboratory will comply with all applicable regulations and have a quality control program in place that aligns with 49 CFR Part 40.
11. **\*\*MRO Services\*\***: Our Certified Medical Review Officers (MRO) are licensed physicians with the necessary training to interpret and evaluate test results effectively. They are certified according to 49 CFR Part 40 and will provide timely confirmed test results.
12. **\*\*Account Management and Reporting\*\***: Nao Medical will provide an account manager to address queries and resolve issues during normal business hours. Monthly recapitulations of the testing program activity will be provided, and a comprehensive listing will be sent to each respective Community Services Manager within ten calendar days monthly.
13. **\*\*Litigation Support and Expert Testimony\*\***: Upon request, Nao Medical will prepare a litigation package and provide expert witness testimony regarding the testing procedures and results, ensuring compliance and support during legal challenges.
14. **\*\*Record Maintenance\*\***: All records and documents related to the performance of work under this agreement will be maintained in accordance with 49 CFR Part 40 and professional accounting procedures for a minimum of five years or longer if required by litigation.

Nao Medical is dedicated to delivering high-quality, compliant drug and alcohol testing services that meet the extensive needs of the West Virginia Department of Transportation ensuring a robust and responsive approach to supporting the state's efforts in substance use disorder management and recovery.

Nao Medical will meticulously adhere to the outlined performance, payment, travel, facilities access, and vendor default protocols as stipulated in the Request for Quotation 8324C0076 for Drug and Alcohol Testing Services:

#### ### 6. Performance:

- **\*\*Schedule for Performance\*\***: Nao Medical will agree with the Agency on a schedule for the performance of Contract Services and Deliverables. In cases of an open-end contract, Nao Medical will perform according to the release orders issued against this Contract, ensuring timely and efficient service delivery.

#### ### 7. Payment:

- **\*\*Payment Terms\*\***: Nao Medical will accept payment per test or other units as detailed on the Pricing Pages for all Contract Services performed and accepted under this Contract.

- **\*\*Invoicing\*\***: Monthly invoices will be submitted in arrears to the DHHR, including necessary documentation to determine the dates, types of tests, locations of tests, and costs per test, among other details.

Nao Medical will adhere to state law which forbids the payment of invoices prior to the receipt of services and ensure all invoices meet the documentation standards to avoid rejection.

### 8. Travel:

- **Travel Costs**: Nao Medical will be responsible for all mileage and travel costs associated with the performance of this Contract. These costs will be incorporated into the flat fee or hourly rate provided in our bid, ensuring that no separate travel costs are billed to the Agency.

### 9. Facilities Access:

- **Access Requirements**: Principal service personnel will be issued access cards and/or keys as required to perform services.  
- **Security Compliance**: Nao Medical will strictly adhere to the Agency's security protocols and procedures, control access cards and keys diligently, and immediately report any losses or security breaches.

### 10. Vendor Default:

- **Compliance and Rectification**: Nao Medical is committed to performing all Contract Services in accordance with the requirements and will swiftly remedy any deficiencies upon request.  
- **Avoidance of Default**: Through meticulous management and adherence to all contractual specifications and applicable laws, Nao Medical will prevent instances of default.

### 11. Miscellaneous:

- **Contract Manager**: Nao Medical will designate a primary contract manager to oversee our responsibilities under this Contract. This manager will be available during normal business hours to address any customer service or contract-related issues.

- **Contact Information**:

- **Name**: Jana Geyer  
- **Telephone Number**: 347-728-6848  
- **Fax Number**: 516-938-1554  
- **Email Address**: [Geyer.J@naomedical.com](mailto:Geyer.J@naomedical.com)

Nao Medical is dedicated to providing exceptional service and maintaining the highest standards of professionalism and compliance throughout the duration of this contract, ensuring that all services are delivered efficiently and effectively.

Nao Medical will fully adhere to and integrate the requirements outlined in the Federal Funds Addendum to ensure compliance with 2 C.F.R. §§ 200.317 through 200.327 for the use of federal funds in procurements. This detailed approach includes multiple critical commitments:

### Understanding and Compliance with Federal Requirements:

1. **Contract Provisions**: Nao Medical will sign and abide by the "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" as a demonstration of our commitment to meeting federal procurement standards.
2. **Dual Solicitation Compliance**: Nao Medical recognizes this solicitation as encompassing both state-level and county/local procurements, each with distinct compliance requirements under federal and state regulations. We will ensure that our bid responses meet the respective criteria set out for both levels.

### Engagement with Minority and Women-Owned Businesses:

3. **Affirmative Steps**: Nao Medical is committed to taking affirmative steps to assure the use of minority businesses, women's business enterprises, and labor surplus area firms. This includes:
  - Placing these businesses on solicitation lists.



- Ensuring they are solicited whenever they are potential sources.
- Dividing total requirements into smaller tasks or quantities to permit maximum participation.
- Establishing delivery schedules that encourage participation by these businesses.
- Using the services of organizations like the Small Business Administration and the Minority Business Development Agency.
- Requiring our prime contractors to comply with these affirmative steps.

#### ### Domestic Preferences:

4. **\*\*Domestic Sourcing\*\***: As required, Nao Medical will provide preference for the purchase of goods produced in the United States, following the stipulations under 2 C.F.R. § 200.322. This includes products like iron, aluminum, steel, cement, and other manufactured goods.

#### ### Breach of Contract and Remedial Actions:

5. **\*\*Breach Remedies\*\***: Nao Medical acknowledges the contract remedies and penalties under 2 C.F.R. § 200.327 and Appendix II, which provide guidance on actions in the event of a contract breach, including termination for cause and other legal remedies.

#### ### Compliance with Labor Standards:

6. **\*\*Davis-Bacon Wage Rates\*\***: For any construction work exceeding \$2,000, Nao Medical will comply with the Davis-Bacon Act, ensuring wages are at least equal to prevailing wages as determined by the Secretary of Labor.

#### ### Environmental and Lobbying Restrictions:

7. **\*\*Environmental Compliance\*\***: For contracts exceeding \$150,000, Nao Medical will adhere to the Clean Air Act and Federal Water Pollution Control Act regulations, reporting any violations to the appropriate federal agency.
8. **\*\*Anti-Lobbying\*\***: Compliance with the Byrd Anti-Lobbying Amendment is guaranteed, preventing the use of federal funds for lobbying purposes.

#### ### Overall Commitment:

9. **\*\*General Compliance\*\***: Nao Medical commits to integrating all specified federal regulations into our operations and subcontract agreements. This ensures not only adherence to statutory requirements but also supports the broader goals of transparency, fairness, and responsibility in public procurement.

By meeting these comprehensive requirements, Nao Medical ensures that its contracts, operations, and subcontractor engagements comply with all applicable federal standards, supporting the state's objectives in utilizing federal funds efficiently and ethically.

#### Nao Medical collection sites

##### CRL COLLECTION SITES

QUALITY DRUG TESTING - FAIRMONT

(3.81 Miles)

27 Middletown Rd

White Hall WV 26554-8103



## ADVANTAGE OCCUPATIONAL/WV MOBILE DRUG TESTING

(13.76 Miles)

1370 Johnson Ave

Bridgeport WV 26330-1492

## LAB WORXX LLC

(36.31 Miles)

70 Lebanon Ave Ste A

Uniontown PA 15401-4150

## QUALITY DRUG TESTING - FAIRMONT

(20.02 Miles)

27 Middletown Rd

White Hall WV 26554-8103

## LAB WORXX LLC

(21.06 Miles)

70 Lebanon Ave Ste A

Uniontown PA 15401-4150

## ADVANTAGE OCCUPATIONAL/WV MOBILE DRUG TESTING

(29.57 Miles)

1370 Johnson Ave

Bridgeport WV 26330-1492

## QUALITY DRUG TESTING - BECKLEY

(2.55 Miles)

207 Brookshire Ln

Beckley WV 25801-6729

## QUALITY DRUG TESTING - CHAPMANVILLE

(46.11 Miles)

8 Airport Rd

Chapmanville WV 25508-9698

## RELIANT DRUG TEST SOLUTIONS, LLC

(0.61 Miles)

3400 Teays Valley Rd Ste B

Hurricane WV 25526-8916

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## COMPASS OCCUPATIONAL MEDICINE

(8.44 Miles)

4115 1st Ave

Nitro WV 25143-1304

## HHG DRUG TESTING - HUNTINGTON HOSPITALIST GROUP

(9.00 Miles)

221 4th Ave

Saint Albans WV 25177-2821

## DR. J CHIROPRACTIC &amp; WELLNESS CENTER

(10.15 Miles)

642 Cross Lanes Dr

Nitro WV 25143-1163

## QUALITY DRUG TESTING - CHAPMANVILLE

(33.22 Miles)

8 Airport Rd

Chapmanville WV 25508-9698

## AKME DRUG TESTING

(35.31 Miles)

3644 Louisa Rd

Catlettsburg KY 41129-1019

## CHARTS ETC. INC DBA CHARTS D.O.T. COMPLIANCE / MEDSOURCE

(38.00 Miles)

407 Professional Cir

Ravenswood WV 26164-1357

## Labcorp sites

WVBERKELEY MARTINSBURG LABCORP AT WALGREENS 101 FORBES ROAD 25404  
304-903-3323

WVCABELL HUNTINGTON LABCORP 3135 16TH STREET RD STE 10 25701 304-523-9853

WVFAYETTE OAK HILL OAK HILL PSC 497 MALL RD STE B 25901 304-403-4803

WV GREENBRIER RONCEVERTE GREENBRIER PSC 1322 MAPLEWOOD AVE 24970  
304-912-8990

WV HARRISON BRIDGEPORT LABCORP 215 W MAIN ST 26330 304-842-7391

WV KANAWHA CHARLESTON LABCORP 3701 MACCORKLE AVE SE 25304 304-925-5368

WV KANAWHA CROSS LANES LABCORP AT WALGREENS 101 GOFF MOUNTAIN RD 25313  
304-413-1499

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WV KANAWHA SOUTH CHARLESTON LABCORP 4825 MACCORKLE AVE SW SUITE B 25309  
304-443-4900

WV MARION FAIRMONT LABCORP 501 LOCUST AVE 26554 304-366-0291

WV MARION FAIRMONT LABCORP 1322 LOCUST AVE 26554 304-366-0700

WV MERCER PRINCETON LABCORP 150 COURTHOUSE RD STE 102 24740 304-425-0090

WV MONONGALIA MORGANTOWN LABCORP 1311 PINEVIEW DR. 26505 304-598-9761

WV OHIO WHEELING LABCORP 951 NATIONAL RD 26003 304-994-4899

WV PUTNAM HURRICANE LABCORP 1207 HOSPITAL DR 25526 304-757-2976

WV RALEIGH BECKLEY LABCORP 212 PROFESSIONAL PARK 25801 304-253-3559

WV RALEIGH BECKLEY LABCORP 2401 S KANAWHA ST 25801 304-253-2185

WV RALEIGH BECKLEY LABCORP 406 CARRIAGE DR 25801 304-255-2491

WV WOOD PARKERSBURG LABCORP 3605 MURDOCH AVE 26101 304-422-2802

WY NATRONA CASPER LABCORP 940 EAST 3RD ST #107 82601 307-265-8494

### Quest Sites

#### 1. MedExpress-Clarksburg (Preferred)

Address: 101 EMILY DR, CLARKSBURG, WV 26301

Distance: 17.23 mi away

Phone: 304-623-5094

Hours: Not provided

#### 2. MedExpress-Morgantown (Preferred)

Address: 956 Maple Dr, Morgantown, WV 26505

Distance: 14.38 mi away

Phone: 304-291-5805

Hours: Not provided

#### 3. Preston Memorial Hospital (Preferred)

Address: 150 Memorial Dr, Kingwood, WV 26537

Distance: Not provided

Phone: Not provided

Hours: Not provided

#### 4. Preston Memorial Urgent Care (Preferred)

Address: 12302 Veterans Memorial Hwy, Reedsville, WV 26547

Distance: 14.61 mi away

Phone: 304-980-2006

Hours: Not provided

#### 5. Waterfront Urgent Care, PLLC (Preferred)

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Address: 215 Don Knotts Blvd, Ste 130, Morgantown, WV 26501

Distance: Not provided

Phone: 304-322-2077

Hours: Not provided

1. Nao Medical will provide scheduled access to collection sites with 24-hour availability within West Virginia. Nao Medical has a mobile unit that can be made available 24 hours a day. Nao Medical will have a portal & App that has collection site scheduling and availability and hours. This changes depending on the time of the year as collection site availability adjusts, Nao's call center and concierge service will also be able to schedule collection locations. Nao Medical will have a local on-call collector available 24/7 as needed.

Book your appointment via

How to schedule



App

Book Now



Our Concierge

Call Me

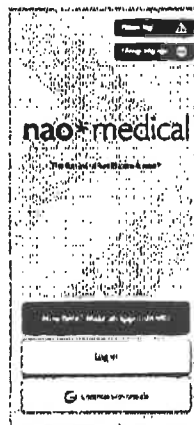


Call Us

(917) 518-3271

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Nao Medical's preferred methods of scheduling appointments is via our 1) website <https://naomedical.com/> or 2) download our app <https://app.naomedical.com/> both available 24/7 or our 3) concierge-service <https://naomedical.com/concierge-service/> 4) or our call center 917-801-2323 5) Local On-call hotline # TBD





### **No membership fees or additional cost**

Unlike other concierge services that charge high monthly membership fees, regardless if you use the service or not, our personalized concierge service is free for every Nao Medical member.

Once you've booked your first appointment with us you'll be paired with a Nao Medical healthcare assistant for life.

### **Laboratory Services-**

**Nao Medical prioritizes flexibility and client-centric service by retaining the right to adjust laboratory affiliations with the City of West Virginia's consent. This strategic approach enhances our service availability across a broader geographic area and extends our operating hours, thanks to the addition of more laboratory and collection sites. Currently, we collaborate with leading laboratory companies such as Labcorp, Drugscan, CRL, and Quest, all of which offer third-party collection sites capable of furnishing all necessary documentation. This expansive network ensures comprehensive coverage throughout the region, allowing us to serve a wider audience effectively.**

**Moreover, Nao Medical is open to forming partnerships with local, qualified laboratories to enrich our network further, ensuring optimal service accessibility and competitive pricing. Our primary goal is to be lab-agnostic, focusing on what's best for our clients and their unique needs. This approach underlines our commitment to being customer-centric, where decisions are made not only based on what is available but what is best for those we serve, ensuring they receive high-quality, efficient, and convenient service tailored to their specific requirements.**

## **4. Nao Medical Value Added Services**

**Nao medical was founded by emergency room doctors who saw the need to keep patients out of the hospital and deliver care with our guiding principles of Thoughtfulness, Clarity, and Respect. Going to the doctors can be an overwhelming experience and our mission is to take the pain out of medicine. Focusing on preventative care, transparency, and patients first in a company founded and run by doctors with experience in medical**

emergencies, primary care, urgent care, immigration services, civil surgeon, nutrition, mental health women's health sets Nao Medical apart with our wide offerings.

**Nao Staffing Model:**

We have developed a staffing model That tracks patients per hour and visits/calls per day that help us determine proper Drug Collector, PCA, MA, Scribe, Provider, Virtual support, and CBO staff including (Finance, Operations, HR, EA's, IT, Managers and Leadership) This gives us the ability and flexibility to understand and quickly adapt staffing as well as properly price services. Our HR team is constantly recruiting for our Tele-med and regular medical staff so we can expand quickly and manage our credentialing.

At Nao Medical, we understand that every business and organization is different. Therefore, we work closely with our clients to develop customized solutions based on their specific protocols and preferences.

**Call Center:**

Our call center is a centerpiece of our organization. It is already existing and fully operational and has all the infrastructure in place to expand. We currently have 25 employees in our QA, Patient delight, Concierge and Call Center and have a proven record of rapid scalability. This does not include our Tele-med department or our over 50 providers across all our platforms. During the height of Covid we handled over 150,000 inbound calls and over 35,000 outbound calls monthly.

Our call center staff and provider team all follow scripts and process flows for each service type. Our QA team monitors calls to ensure all staff follow our core values of Respect, Clarity and Thoughtfulness and creates a performance report card enabling us to better evaluate and train staff. We are open 5 days a week from 8am to midnight and weekends from 8am to 8pm and can open 24 hours as needed.

All Nao medical staff will adhere to West Virginia internal policies including but not limited to occupational health policies, enterprise information technology system policies, human resource policies and will incorporate those policies within our own HR and IT platforms.

**Technology:**

Nao Medical is a technology company at heart. We have a dynamic app, website and numerous systems in place that can be white labeled as West Virginia Drug and Alcohol Testing Services. Our concierge services are already built and functional and tied into our call center and other support services to enable a back office support network that can schedule appointments and provide connection to our after hours and tele-med departments, lab results, and patient follow up calls.

**Mitigation plans:** Nao Medical has much experience unfortunately with staffing and transportation issues. We currently operate 7 days a week with hours 8am to midnight and weekends from 9am to 1pm across a dozen locations and will deal with staffing issues daily. We have for the last decade dealt with Hurricanes, Floods, Covid Pandemic, Monkeypox, and everything else the region has seen.

Our Staffing Model focuses on actual hourly patient needs by provider and support staff. It is based on our more



than decade of experience in providing care that meets our core values. We have a fleet of vehicles that can shuttle test results and our staff if needed if transit is not available. We also can draw staff from our physical locations in emergencies. We currently have a staff of over 250 dedicated team members and move them daily to deal with staffing issues.

**Daily Coordination:** Nao Medical will have a dedicated member of our Senior leadership Team (SLT) to act as an "Executive Lead" with The West Virginia Drug Testing Services Program leads. This person will be the central point of contact for all program operations, and will be available for all daily meetings. The Nao Executive Lead will be a member of our SLT and have a direct connection to our CEO to resolve all issues that arise with the program and will be available any time that is needed. Furthermore, there will be a dedicated call line and staff across all our support teams including HR, IT, Patient Delight, Tele-med, Call Center, and our provider network. The Nao Executive Lead will adhere to the daily check in process and integrate it within our systems to ensure a seamless documented experience.

**Minimum Access Patient Standards:** Nao Medical currently exists across metro NYC and virtually beyond and services all populations in a competent manner in accordance with our core values of Respect, Clarity, & Thoughtfulness. These core values are our DNA! We have Spanish speaking providers and a translation service that gives us the ability to communicate with almost any language. This is in place and ready upon demand and is a part of our Tele-med and call center services. We can brand everything on our platforms as West Virginia seamlessly.

**Pricing:** The pricing and cost proposal we present considers all services, departments, support systems we have. Our proposal follows the format requested and we kept the pricing consistent across all durations requested and only adjusted prices to speed to ensure ability to move staff quickly to ensure proper staffing. Our proposal includes our services mentioned throughout this offering that are expanded beyond the requested proposal. Please see our Cost Proposal for more details.

**Availability:** Nao Medical is available NAO! We built our systems and Nao on-the-go to address current market conditions. We have the ability to service any type of account today and have a proven track record of ramping up quickly and can draw for our existing location provider pool if needed in emergencies. We would have a dedicated staff for this opportunity and can deploy and expand rapidly within 72 hours.

## 5. Cost Proposal

**See Bid Proposal**

### Cost Efficiency

**\*\*Reduced Testing Fees\*\***: Tier 1 sites typically offer lower pricing for similar services compared to Tier 2 or Tier 3 sites. By directing all services to these sites, overall testing costs can be significantly reduced.

**\*\*Volume Discounts\*\***: Consolidating services to Tier 1 sites may also increase the volume of tests conducted at these locations, potentially unlocking volume-based discounts further lowering costs.

### Geographic Coverage and Site Availability

**\*\*Selective Geographic Coverage\*\***: While utilizing only Tier 1 sites can lower costs, it's important to assess the geographic distribution of these sites. Ensuring they align with the client's location needs is crucial for effective coverage. -

**\*\*Site Availability and Convenience\*\***: The number of Tier 1 sites may be limited in certain areas. Assessing the availability and convenience for employees or candidates needing testing is essential to maintain a smooth testing process.

### Service Quality and Turnaround Time

**\*\*Consistent Service Quality\*\***: Tier 1 providers are typically well-established with a track record of reliable and quality service. Consistency in service delivery can enhance the testing experience for both the organization and the individuals being tested.

**\*\*Efficient Turnaround Times\*\***: Leveraging Tier 1 sites often means more efficient processing and reporting times, critical for rapid decision-making in pre-employment screenings and compliance checks.

### Strategic Partnership Opportunities

**\*\*Strengthened Provider Relationships\*\***: Focusing on Tier 1 sites allows for the development of stronger relationships with a smaller set of providers, potentially leading to better service terms and priority support.

**\*\*Customized Service Agreements\*\***: There may be more room to negotiate customized service agreements that cater specifically to the organization's needs, including pricing, billing, and reporting.

### Implementation Considerations

**\*\*Communication and Logistics\*\***: Effective communication strategies are needed to guide employees or candidates to the designated Tier 1 sites, including clear instructions and support for scheduling appointments.

**\*\*Monitoring and Evaluation\*\*:** Regular monitoring of service quality, cost savings, and participant feedback is important to ensure the strategy remains aligned with organizational goals and employee needs.

By strategically focusing on Tier 1 sites, organizations can achieve substantial cost savings while maintaining high-quality testing services. However, the success of this approach depends on thorough planning, evaluation of geographic coverage, and ongoing management of provider relationships and participant experiences.

## 7. Background and Organization

**Number of Employees:** 250+

**Organizational Chart:** Please review our attached Organizational Chart

**Recently completed similar size projects or contracts:** On Site Testing and Exams/Drug and Alcohol Testing/Covid Testing: Donors Choose, NYC Department of Probation, ACS, Segal Family Foundation, Amtrak, NYC Parks and many other similar accounts.

**Medical License:** Please see attached Medical Director License

**Years in Business:** 12+ since April 2011

**Legal Issues:** Nao Medical has no potential or pending litigation that could adversely impact our company or our ability to provide the goods or services being sought in this RFP. Nao Medical has no ongoing, or concluded within the last 5 years, inquiries, warnings, findings, or investigations of any governmental body with our company. Nao Medical has no governmental investigations, recalls, withdrawals or safety alerts of any good or service offered our company within the United States within the last two years

**Background of Principles:** Priti Jain M.D and Sandeep Jain M.D Founders of Nao Medical (Resumes upon request)

### Two doctors, one vision

#### Where it all started

While working long shifts as a doctor in the ER, Dr. Priti Jain saw that there was a huge gap developing between emergency care and primary care – and she decided something needed to change. Beginning as a small family-run company with big ambitions, Dr. Jain combined forces with her partner, Dr. Sandeep Jain. Together, they worked tirelessly, seeing patients while growing the business.

Nao Medical was created to provide truly personal healthcare and to be a resource to the local communities and residents it serves. Today Nao Medical operates across ten locations, has over 300 employees, and is a walk-in medical practice that bridges the gap between emergency and primary care. We continue to grow, expanding our range of services to support even more people in all the ways we can.



## 8. References

Department of Probation is a current and former client (on site- Medical services)

Name	Title	Company Name	Phone #	Email
Eileen Porfey Smith	Agency Chief Contracting Officer	Department of Probation	212-510-3790	<a href="mailto:esmith@probation.nyc.gov">esmith@probation.nyc.gov</a>
Yudelka Mendoza	Deputy Director of Certifications The Office of Human Resources	ACS	212-341-2560	<a href="mailto:Yudelka.Mendoza@acs.nyc.gov">Yudelka.Mendoza@acs.nyc.gov</a>
Michael Wagner	Director for Permanency for Adoption and Foster Care	Children's Aid	846-912-3709	<a href="mailto:michaelw@childrensaidsnyc.org">michaelw@childrensaidsnyc.org</a>
Karlean A. Dennis	Sr. Vice President Family Foster Care Programs	Mercy First	718.232.1500 x 2350	<a href="mailto:kdennis@mercyfirst.org">kdennis@mercyfirst.org</a>

Deanna Tharpe	Network Development manager	Amtrak	512.439.3536	<a href="mailto:deannat@worksteps.com">deannat@worksteps.com</a>
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## nao\*medical on the go

- We currently offer On the Go visits Across Metro NYC and Nassau County
- We have RV and medically stocked vans and cars ready to go
- On the Go visits can be booked through the app, concierge, or by calling our call center
- Our team can be on site in your location Nao!



The *future*  
of healthcare  
is **nao\***



**Respect**



**Clarity**



**Thoughtfulness**

visit **naomedical.com**

**nao\*medical**

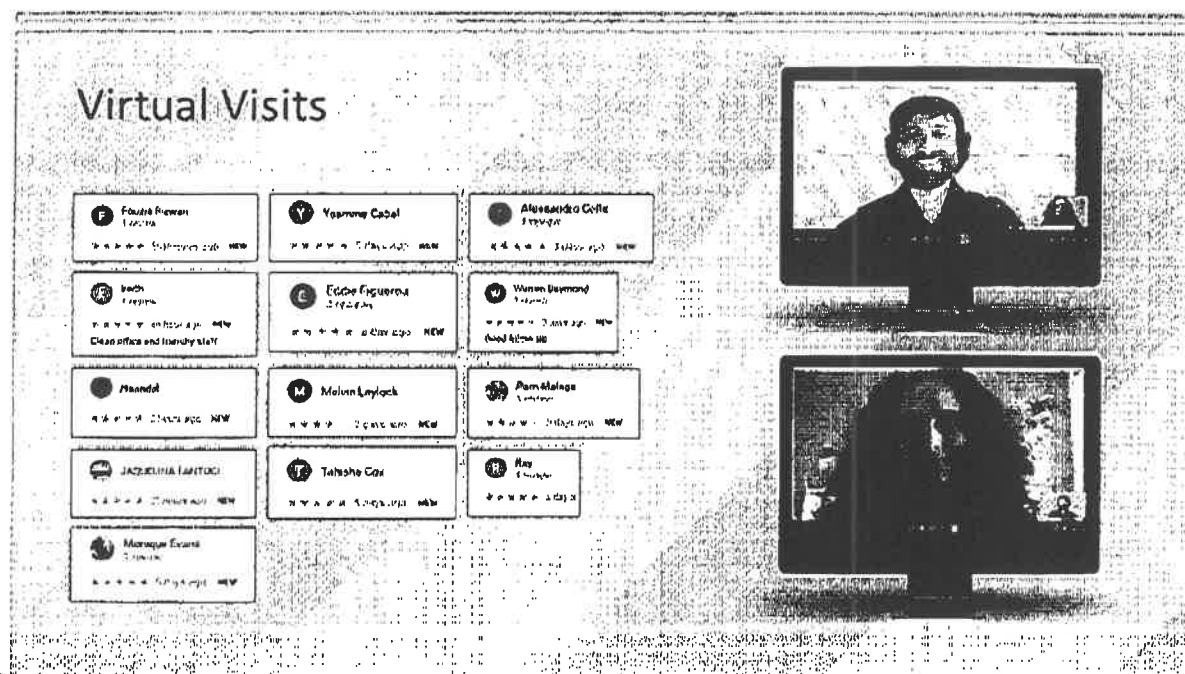
## Nao Medical App



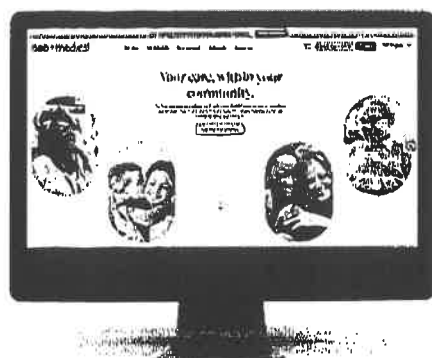
- 2 Factor Authentication
- New appointment flow design
- Link between app and website
- On the Go appointment flow
- Pre appointment forms
- PWA deployed
- In office waiting queue screens
- 305,000+ users

The *future* of  
healthcare is **nao\***

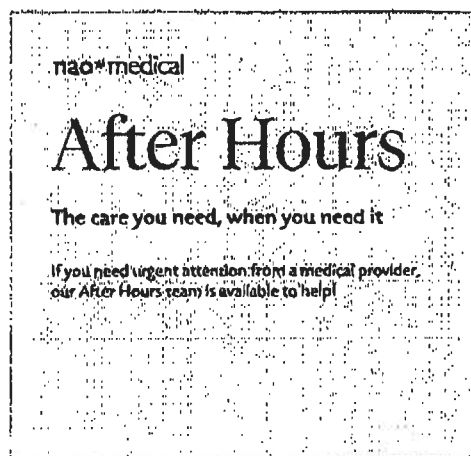
**nao\*medical**



## After Hours Service



nao\*medical



nao\*medical

### Summary:

Nao Medical's Response to RFP Evaluation Criteria and Selection for West Virginia



**a. Pre-Employment Drug & Alcohol Testing Experience****\*\*Establishment and Background:\*\***

Nao Medical was established in 2011, positioning itself as a pioneering entity in integrated healthcare services with a notable emphasis on occupational health, including pre-employment drug and alcohol testing. Our integrated approach combines urgent care, primary care, and bespoke occupational health services, meeting and adapting to the evolving needs of our diverse clientele.

**\*\*Specialty and Expertise:\*\***

We specialize in occupational health services, having developed a comprehensive program for pre-employment drug and alcohol testing. This program leverages our extensive experience to provide customized solutions aimed at enhancing workplace safety and compliance. Our dedicated team of healthcare professionals is committed to maintaining the highest standards of accuracy and reliability in testing, ensuring client satisfaction at every turn.

**\*\*Identifying Information:\*\***

- **\*\*Name and Address:\*\*** Nao Medical, 135 Mineola Blvd, Mineola, NY 11501.
- **\*\*Type of Entity:\*\*** PLLC, showcasing our integrated approach to healthcare.
- **\*\*Principal Contact:\*\*** Priti Jain MD, priti@naomedical.com, 516-695-7493, who will serve as your dedicated point of contact for all contractual matters.

**b. Personnel Qualifications**

Our proposal includes a multidisciplinary team, carefully selected for their expertise in healthcare, laboratory management, and customer service, ensuring a holistic approach to West Virginia's project requirements. We are prepared to provide additional details about our team and client base as necessary.

**c. Price Proposal**

Our price proposal is tailored to West Virginia's needs, offering clear and competitive pricing for a comprehensive range of testing services. We are committed to delivering value without compromising on the quality of our services.

**### d. References and Projects**

Our client portfolio showcases a wide range of public entities, reflecting our vast experience in executing complex occupational health services. We have meticulously selected each reference to demonstrate our

capacity to meet and exceed client expectations in service delivery, project management, and successful outcomes.

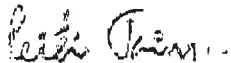
This proposal not only underscores Nao Medical's extensive experience and specialized expertise but also highlights our dedication to transparency and client satisfaction. We are confident that our qualifications and commitment render us the ideal partner for West Virginia's occupational health requirements. Moreover, we are eager to provide further details about our team and extensive client base, ensuring West Virginia has a comprehensive understanding of the unique value Nao Medical offers.

We look forward to the possibility of discussing this proposal in greater detail and to the opportunity to demonstrate our unparalleled commitment to quality care and client satisfaction in the occupational health sector. This comprehensive response is designed to convey Nao Medical's capabilities, readiness, and eagerness to meet and exceed the expectations of West Virginia for their occupational health needs.

Nao medical is the perfect partner for West Virginia. We are ready Nao! We are operational Nao! We can handle the volume Nao! We have an on-the-go team ready to serve your locations, we offer a full medical care team, we have a full IT and back-office support team, we have a call center in operation that can handle surges in all languages, We offer full service across Nutrition, Mental Health, Women's Health, Immigration Services, Urgent Care, Primary Care and Value Based Care. We appreciate the opportunity to submit this proposal.

Thank you for your consideration.

Nao Medical Team



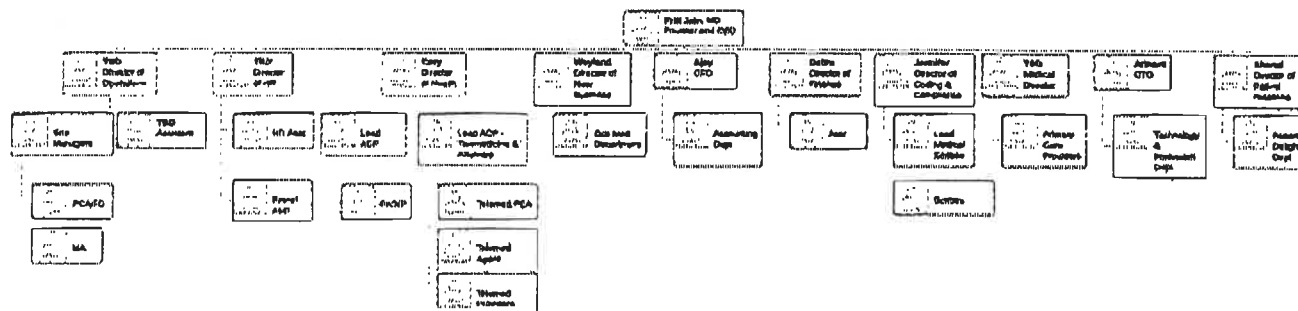
Priti Jain MD

CEO Nao Medical

516-695-7493

[Priti@NaoMedical.com](mailto:Priti@NaoMedical.com)

## Organizational Chart



## Process Flows

### ### A. Drug Testing Services

#### 1. \*\*Compliance with Laws and Regulations\*\*

- Understand and stay updated with Federal, State, and Local laws concerning substance abuse testing.
- Incorporate legal updates into operational procedures regularly.

#### 2. \*\*Ownership and Handling of Test Results and Data\*\*

- Define procedures for the secure entry, storage, and transfer of test results into Nao Medical's systems.
- Establish agreements and procedures for the transfer of ownership of data to the West Virginia.

#### 3. \*\*Ensuring Legal Defensibility of Test Results\*\*

- Develop a standard operating procedure (SOP) for the maintenance of documentation related to specimen collection, chain of custody, and test results.
- Implement security measures for laboratory access and specimen storage.
- Establish quality assurance protocols for specimen testing.
- Coordinate with AP&P for the provision of information and personnel for court proceedings.

### ### B. Collection Sites

#### 1. \*\*Site Selection and Setup\*\*

- Identify potential locations within 20 miles of designated areas (AP&P offices, CCC, and TRC).

07-24-24; 10:35AM;

- Assess and finalize sites based on compliance with requirements, accessibility, and potential for subcontracting or mobile testing services.

## 2. **\*\*Subcontractor Management\*\***

- Evaluate and approve subcontractors, ensuring they meet Nao Medical's standards and legal requirements.
- Establish contracts and protocols for subcontractor operations, including data handling, reporting, and compliance with specific testing procedures.

### ### C. Availability for Collection and Testing

#### 1. **\*\*Operational Hours and Communication\*\***

- Define operational hours for urban and rural locations.
- Establish protocols for communicating changes in availability to AP&P staff and Clients.
- Set up a system for online and telephonic information dissemination regarding testing availability.

#### 2. **\*\*Emergency and After-Hours Procedures\*\***

- Develop an emergency contact system, including email addresses and a toll-free number for urgent inquiries.

### ### D. General Operations

#### 1. **\*\*Client Identification and Referral Management\*\***

- Implement a system for assigning identification numbers and random testing schedules upon referral.
- Design a referral confirmation process for out-of-hours referrals.

#### 2. **\*\*Web and Telephone Check-In Systems\*\***

- Develop a web-based and telephonic system for daily testing notifications and check-ins.

#### 3. **\*\*Special Instructions Compliance\*\***

- Establish a protocol for accommodating and tracking special testing instructions from AP&P.

### ### E. Collection of Specimen

#### 1. **\*\*Procedure for Collection\*\***

- Create detailed SOPs for specimen observation, collection, handling, and testing, ensuring a continuous and reliable chain of custody.

#### 2. **\*\*Training for Staff\*\***

- Develop and implement training programs for staff on collection procedures, legal compliance, and customer service.

### ### F. Testing

#### 1. **\*\*Testing Methods and Substances\*\***

- Finalize and document testing methods and substances to be tested.
- Establish procedures for conducting and reporting tests, handling positive results, and arranging confirmatory testing as needed.

### ### G. Staff Training and Quality Assurance

#### 1. **\*\*Comprehensive Training Program\*\***

- Develop a training curriculum covering all aspects of the testing and collection process, legal compliance, customer service, and data handling.

#### 2. **\*\*Quality Assurance and Continuous Improvement\*\***

- Implement regular quality assurance checks and process improvements based on feedback, test results accuracy, and legal compliance reviews.

Each of these sections would be elaborated upon with specific steps, responsible parties, timelines, and tools/resources required. The aim is to ensure clarity, efficiency, legal compliance, and the highest standards of service quality. This structured approach will be integrated into an operational manual and training programs for Nao Medical staff, ensuring consistent and compliant execution of the scope of performance.

## Train the Trainer Program

### ### Enhanced OTETA D&A Training Outline

#### #### I. Introduction

- **\*\*A. Welcome and Participant Introductions:\*\*** Facilitate an icebreaker activity to build rapport among participants.
- **\*\*B. Training Objectives and Expectations:\*\*** Clearly outline what the training will cover and what participants can expect to learn.
- **\*\*C. Overview of OTETA Regulations:\*\*** Present a brief history and the significance of OTETA in promoting workplace safety.

#### #### II. Understanding Substance Abuse

- **\*\*A. Interactive Workshop on Substance Abuse:\*\*** Use case studies and interactive discussions to explore the definition, impact, and recognition of substance abuse.
- **\*\*B. Activity: Identifying Signs and Symptoms:\*\*** Small group activity to identify signs of substance abuse based on scenarios.

#### #### III. OTETA Compliance

- **\*\*A. Deep Dive into OTETA Regulations:\*\*** Utilize multimedia presentations to detail the specific OTETA regulations related to D&A testing.
- **\*\*B. Legal Obligations and Rights:\*\*** A lawyer guest speaker to explain legal obligations under OTETA and rights of both employers and employees.
- **\*\*C. Quiz:\*\*** An interactive quiz to reinforce learning on OTETA compliance.

#### #### IV. Drug and Alcohol Policies

- **\*\*A. Policy Development Workshop:\*\*** Guide participants through the development of effective D&A policies using a template.
- **\*\*B. Role-playing Communication of Policies:\*\*** Participants role-play scenarios involving policy communication and enforcement.

**##### V. Employee Education and Training**

- **\*\*A. Best Practices for Employee Training:\*\*** Share innovative methods and best practices for conducting effective employee education on D&A.
- **\*\*B. Designing an Education Program:\*\*** Groups design a mini-education program for different workplace settings.

**##### VI. Drug and Alcohol Testing**

- **\*\*A. Demonstration and Practice:\*\*** Demonstration of testing procedures followed by participant practice sessions.
- **\*\*B. Confidentiality Workshop:\*\*** Discuss and role-play scenarios involving confidentiality issues.
- **\*\*C. Managing Positive Test Results:\*\*** Case study analysis on handling positive test results and subsequent actions.

**##### VII. Employee Assistance Programs (EAPs)**

- **\*\*A. EAPs in Depth:\*\*** Explore the structure, function, and benefits of EAPs with a guest speaker from a successful EAP.
- **\*\*B. Accessing EAP Services:\*\*** Interactive discussion on promoting and facilitating access to EAP services.

**##### VIII. Reporting and Documentation**

- **\*\*A. Record-Keeping Exercise:\*\*** Hands-on exercise on maintaining and securing records according to OTETA standards.
- **\*\*B. Reporting Procedures:\*\*** Group activity to map out reporting flow and responsibilities.

**##### IX. Role of Supervisors and Managers**

- **\*\*A. Leadership in Substance Abuse Management:\*\*** Workshop on effective leadership and communication strategies for supervisors.
- **\*\*B. Supervisory Skills Building:\*\*** Interactive exercises on identifying and addressing substance abuse in teams.

**##### X. Program Evaluation and Continuous Improvement**

- **\*\*A. Evaluating Program Effectiveness:\*\*** Teach methods for evaluating D&A program effectiveness.
- **\*\*B. Continuous Improvement Planning:\*\*** Participants work on developing a plan for continuous improvement of D&A programs.

**##### XI. Wrap-up and Resources**

- **\*\*A. Q&A Panel:\*\*** Open floor for questions with a panel of experts.
- **\*\*B. Summary of Key Takeaways:\*\*** Recap the main points covered in the training.
- **\*\*C. Distribution of Educational Materials and Resources:\*\*** Provide participants with a package of materials for further learning.

**##### XII. Closing and Feedback**

- **\*\*A. Training Evaluation:\*\*** Participants complete a detailed evaluation form to assess training effectiveness.
- **\*\*B. Closing Remarks:\*\*** Thank participants for their engagement and encourage them to apply the knowledge gained.
- **\*\*C. Certificate Distribution:\*\*** Award certificates of completion to acknowledge participant achievement.

This enhanced outline introduces interactive elements, practical exercises, expert guest speakers, and multimedia resources to create a dynamic and engaging learning environment. It emphasizes not just the acquisition of knowledge, but also the development of skills and strategies for effective D&A program management in compliance with OTETA regulations.



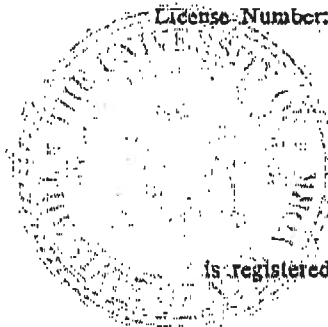
Medical License: Priti Jain M.D (Supporting Providers & staff provided upon request)

SEE BACK FOR IMPORTANT INFORMATION

**The University of the State of New York  
Education Department  
Office of the Professions**

**REGISTRATION CERTIFICATE**

*Do not accept a copy of this certificate*



License Number: 235381-01

Certificate Number: 2617694

JAIN PRITI  
232 W OLD COUNTRY RD  
HICKSVILLE NY 11801-0000

is registered to practice in New York State through 02/28/2026 as a(n)  
PHYSICIAN

LICENSEE/REGISTRANT

*Stephen J. Vane*  
EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

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DEPUTY COMMISSIONER  
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## Qualifications and Client Experience:

A Check Global	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
A&E Containers	Workers Comp and Drug Testing
A24	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
ABC News	Covid Testing
ABM Aviation	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Above All Store Fronts Inc.	Covid testing & Physicals
ACS (Administration of Children's Services)	Drug screening & Physicals
Action Ambulette Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Adapthealth, LLC	TPA
Airseal Insulation Systems	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
All Forney Center	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Align Pictures	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
All American School Bus - "EMPLOYEE PAYS"	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
All Foods Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Amark Express Services, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Amazon	Drug Screening & Physicals
American Christmas	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Annex88	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Area Storage & Transfer Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Area Wide Protective ("AWP")	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Arrow Transfer & Storage Inc	D.O.T. physicals
Art Department / JS Reps Corp.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Astoria Generating Company	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Autel	Covid testing
Auto Chlor	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
AVA Companies	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
BDG Media, Inc	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Bedford Stuyvesant New Charter	COVID testing
Benchmark Quality Senior Living (Orchard)	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Berkshire Farms	Drug testing and Physicals
Big Fish	Covid testing

BinderyNYC	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
BioIVT	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Bodega Pictures, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
BookClub	COVID testing
BookClub	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Brilliant Air LLC	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Briotix	Drug testing, physicals and breath alcohol testing
Bryght Young Things	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Canteen Vending - Compass Group	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Capri Holdings Limited	Covid Testing
Casey Creative Group	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Caso Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Centerbridge Partners, L.P.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Central Drug System (Sony, Fox, Ohyes)	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Chavez & Sons Logistics LLC.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Children's Aid	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Cinelease Inc.	Physicals, drug and breath alcohol testing, w/c Injury care
CME CORP	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
COED STUDIOS, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Commercial Concrete	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Commonwealth limo	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Concorde (BAC/COC)	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Coney Island Prep Public Charter School	Covid Testing
Continental resource	Covid Testing
Controlled Products System Group	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Corporate Health Resources	TPA
Cowan Systems LLC	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Crestwood Country Day School and Camp	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Crown Lift Trucks Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
CVLT Production	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Delete Blood Cancer	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care

Designatronics	Ft for Duty Exam and Drug Testing
Disney/FX	Covid Testing
Distribution International	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Don Thomas Buses	D.O.T. physicals, BAT
DOODYMAN TO THE RESCUE, INC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Dreambear, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
E & M Ice Cream Inc.	D.O.T. Physicals, drug and breath alcohol testing, w/c injury care
Efficiency Enterprises	D.O.T. physicals, drug and breath alcohol testing
Electric Lady Studios	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Eminent Consulting LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
EMPIRE	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Encore	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Entropico	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
European Granite & Marble Group, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Eventure Production LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Eversource-HR Staffing	Physicals, injury care
Facility Transports (1stchoiceamb)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
FAMAASH, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
FEDEX Ground	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Ferrari Driving School Astoria	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Ferrari Driving School Brooklyn	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
First Advantage	Contractual several companies, variety of services
First Advantage	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
First Student - Freeport	D.O.T. physicals, drug and breath alcohol testing
Flagship Facility Service	D.O.T. physicals, drug and breath alcohol testing, w/c injury care

Jenna Transportation	D.O.T. physicals, BAT
JJ Keller & Associates	Drug testing
JN Production	Covid testing
Johnson Brothers	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
JONATHAN Y DESIGNS, INC	Covid testing
Judlau Contracting, Inc.	Covid Testing
Juice Press NYC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Junk Luggers	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
KEURIG / DR.PEPPER	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Koukia Productions, LLC - DBA FLASH RAPID TESTING	D.O.T. physicals, drug and breath alcohol testing, w/c injury care

Florontine Films	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Flow Traders	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Foley MRO Services	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Food Direct	Injury care
Formfox Marketplace	Drug Testing
Gentle Giant Productions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Get It Productions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Gibson Entertainment Services, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Golden Class Limo	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Gotham Ready Mix	Workers Comp and Drug Testing
Green Leaf Produce	Workers Comp and Drug Testing
Greenpoint Pictures	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Guardian Transportation	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Guitar Center	Covid testing
Hagan Daz E & M Ice Cream	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Half Moon Pictures	Covid Testing
Hendrickson Bus Corporation	Workers Comp and Drug Testing
Hey Baby	Covid Testing
Home Health Aid	Extensive physicals, injury care
Honor Society	Covid Testing
Horizon Health	Extensive physicals, injury care
IHeart Media	IV Infusions
Industrial Paper	Workers Comp and Drug Testing
Irish Arts Center	Covid testing
JANUARIE 1ST, INC	Covid testing
Jazz at Lincoln Center	Covid Testing

Kozy Shack Brand	Injury care
Kozy Shack Brand (Land O' Lakes)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Kranky Productions	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Krystal Produce	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Land O' Lakes	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Marine Medical USA	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Markanne Transportation	Workers Comp and Drug Testing
Mary Pomilla (Multi Project Based)	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Men On The Move	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Mercy First	D.O.T. physicals, drug and breath alcohol testing, w/c injury care

Merola Tile	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Michael Kors	Covid testing

Modern Marvels	Covid testing
Molloy Bros Moving and Storage	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Monadnock Construction Inc	w/c, COVID testing
Mr. Hand Truck	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
National Aerospace Solutions	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
NATIONAL WASTE SERVICES	Workers Comp and Drug Testing
Navitas Healthcare LLC.	Physicals, drug and breath alcohol testing, w/c Injury care
Nebraskaland	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Netflix	Covid testing
New York Blood Center	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
New York Foundation for Senior Citizens	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
New York Housing Authority	W/C Injury care
Norwegian Cruise Line	Physicals, drug and Stool testing
Nouveau Elevator	w/c, D.O.T., Covid testing
NY Lottery	Covid testing
NYC Department of Probation (Covid Testing)	Covid testing
NYC Department of Probation (Physicals)	Physicals
Omni Bridges	COVID testing
Osmos Utilities	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Oyster Rides	TLC Physical
Park Pictures	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Pepsi	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Pioneer Meat	Injury care
Pitney Bowes/ Vertical Screen, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
PIX PRODUCTIONS	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
PnP Automotive	Workers Comp and Drug Testing
Polainello Fuels Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Pony Education	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Precision Environmental Inc.	Respiratory fit Testing
Precision Pipeline Solutions	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Preferred Home Care of NY	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
PrimeFlight Aviation Services	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Propark America New York, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
PSEG (Corporate Health Resources)	Extensive physicals, Injury care, Respiratory fit test Drug testing

Midland Steel	Workers Comp and Drug Testing
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Pure Air	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Pure Medical Staffing (email Invoice)	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Quality Metal	Workers Comp and Drug Testing
Queens and Main	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Queens Driving School	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Railroad Construction	Work Injury Evaluation
Reliant Transportation	Workers Comp and Drug Testing.
Reyes-HB-Harriman-42	Drug Testing
Riverbay Corporation	Variety
Riverbay Corporation	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Robert Louis Stevenson School	COVID testing
Rochdale Early Advantage Charter School	COVID testing
RRI Personnel Solutions	Drug Testing
Scheme Engine	Covid testing
Scialli & Sons Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Scrap King	Workers Comp and Drug Testing
Segal Family Foundation	Covid Testing
Sid Wainer & Son	Drug Testing
Six West	Covid Testing
Selace Films	Covid Testing
SPX Cooling Technologies, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Steinway & Sons	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Sterling Floor Designs	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Studio 6	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Superluminal Films	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Swissport North America	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
Taq	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
the American Dream School	COVID testing
The Hollen Construction Company, Inc.	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
The Light	D.O.T. physicals, drug and breath alcohol testing, w/c Injury care
The New York Times	Workers Comp
Times Square Church	Covid testing
Tony's Fish & Seafood Corporation	Workers Comp and Drug Testing
Total Transportation	Workers Comp and Drug Testing
Town of Hempstead	Injury care, physicals drug screens

07-24-24; 10:35AM;

Triad Group LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
TRU FILMS	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
UFCW Local 464A	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Union Beer Distributors	Workers Comp and Drug Testing
Unit9	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
United Ag & Turf NE	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
UnitedHealth Group	Physicals
Universal Background Screening (AAA)	Physicals drug testing
UPS	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Urban Assembly Charter School	Covid Testing
V O Montalvan Fence	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Very Rare Productions	Covid testing
Vica	Covid Testing
Village Green A Carlisle Community	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
VLM Productions, LLC	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
W.B. Mason Company	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Walt Disney Studios	Covid Testing
Waste Management	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
Water Lilies Fine Asian Cuisine	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
WB Mason Company	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
We are Good Company	COVID testing
Westside Foods	Workers Comp and Drug Testing
White Glove Staffing	Extensive physicals, injury care
Winter Brothers	D.O.T. physicals, drug and breath alcohol testing, w/c injury care
WW (Weight Watchers)	Covid Testing

## Exhibit A

## Pricing Pages

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

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

	Usage Sample Totals	Unit of Measure	Cost Of Each Test/Item	Total For Each Line
1. On-Site Urine Collection	1400	per test	360	504,000.00
On-Site Urine Collection- After Hours	10	per test	360	3,600.00
2. On-Site Alcohol (Breath) Test	250	per test	360	90,000.00
On-Site Alcohol (Breath) Test-After Hours	10	per test	360	3,600.00
3. Professional Services				
Collector Testimony	1	per day	1200	1,200.00
Deposition	1	per day	1000	1,000.00
Expert Witness Testimony	1	per day	2000	2,000.00
Laboratory Litigation Packages	1	each	600	600.00
4. Scheduled Clinic Visits				
Urine Collections	900	per test	60	5,400.00
Alcohol (Breath) Test	20	per test	60	1,200.00
5. Reasonable Suspicion Testing -No notice given				
Urine Collection - during business hours	5	per test	360	1,800.00
Urine Collection - after hours	5	per test	360	1,800.00
Alcohol(Breath)Test - during business hours	5	per test	360	1,800.00
Alcohol (Breath) Test - after hours	5	per test	360	1,800.00
			Total	\$ 619,800.00

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

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.



## Exhibit A

## Pricing Pages

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

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

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.

**REQUEST FOR QUOTATION  
XX-XX-XXXXXX Drug and Alcohol Testing Services**

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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 involving WVDOT agency employees, and individuals proposed to become WVDOT agency employees, in all 55 counties of the State of West Virginia. These services will include generating random selections, preparing requested reports, coordinating urine and/or breath collections, performing work-site collections, and storing/shipping of samples.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"After Hours"** means all times during the weekdays outside of business hours, all State Holidays, and all Saturdays and Sundays.
  - 2.2 **"Agency"** means the West Virginia Department of Transportation, as established by W.Va. Code §5F-1-2, and includes collectively or individually the Division of Highways (DOH), the Parkways Authority, and the State Rail Authority (SRA).
  - 2.3 **"Business Hours"** means the time from 6:30 am to 5:00 pm on the days of Monday through Friday.
  - 2.4 **"Contract Item" or "Contract Items"** means the list of items identified in Section III, Subsection 1 below.
  - 2.5 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, enacted to protect sensitive patient health information from disclosure without a patient's consent or knowledge.
  - 2.6 **"Medical Review Officer (MRO)"** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
  - 2.7 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.8 **"Request for Quotation" or "RFQ"** means the official request for quotation recognized and published by the Purchasing Division.

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

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 Drug and Alcohol Testing Services**

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

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

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

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

**3.1.1.1.3** The Parkways Authority testing pool of not more than 100 must be maintained in compliance with Title 49 CFR Parts 40 and 382. Accordingly, quarterly random selections will be accomplished within those same regulations by the Vendor.

**3.1.1.1.4** The State Rail Authority testing pool of not more than 30 must be maintained in compliance with Title 49 CFR parts 40 and 382. Accordingly, quarterly random selections will be accomplished within those same regulations by the Vendor.

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

**3.1.1.2.1** Vendor shall provide all necessary collection and identification supplies and shall be responsible for the transport, and associated transportation costs thereof, from the collection site to a SAMHSA certified laboratory.

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

**3.1.1.2.3** The Vendor shall ensure the use of gas chromatography/mass spectrometry technology, a confirmatory test on all positive drug screens.

**3.1.1.2.4** Vendor shall ensure that all urine sample collections requiring direct observation (includes return-to-duty testing and any subsequent testing) are scheduled and performed at a site at which the necessary personnel, by gender, who will observe such testing are available at the site at the scheduled time of testing.

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

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

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

**3.1.1.8** The Vendor shall provide a secure, internet-based, scheduling portal for use by Agency coordinators to schedule daily testing appointments for Agency employees, or prospective employees, utilizing pre-determined, statewide clinics.

**3.1.1.8.1** Web-portal systems must be eSCREEN (Alere Toxicology), FormFox (Clinical Reference Labs), or an equivalent web-based system that has been approved by WVDOT. The portal system must offer ample testing locations statewide to accommodate statewide coverage for testing. A combination of portal solutions is acceptable. Vendor must identify their portal solution in the bid response.

**3.1.1.8.2** Portal test providers must utilize specific Federal DOT testing methodology and must have experience with completing Federal DOT testing forms. Portal providers must offer sufficient testing locations to meet DOT statewide demand for pre-employment, return-to-duty, follow-up, post-accident, reasonable suspicion, and random drug/alcohol testing.

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

**3.1.1.8.4** Vendor shall be responsible for all payments to clinic locations and Agency shall forward clinic correspondences to Vendor regarding same.

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- 3.1.1.8.5 The scheduling portal's clinic locations shall allow for direct-observed urine collections (as per 49CFR40.67) within 49 miles of any Agency facility listed within Exhibit B.
  - 3.1.1.8.6 Vendor shall ensure that staff and personnel at the clinic locations are appropriately trained in DOT testing procedures and shall verify that testing sites provide direct-observed testing procedures.
  - 3.1.1.8.7 Upon execution of the contract, vendor shall provide the Agency a current list of MROs affiliated with the scheduling portal and notify them of changes during the contract period as well.
  - 3.1.1.8.8 Any such portal shall be maintained by Vendor or its associate and shall be compatible, if necessary, with existing Agency hardware. Any Agency data placed on or utilized within such portal shall be Agency's property and shall not be utilized or accessed by Vendor without written prior consent of Agency. In no circumstance shall Vendor allow any unauthorized access to Agency data within the portal.
  - 3.1.1.8.9 Any such portal will be used daily and must prove reliable in its availability, functioning and execution. Qualities and functions of portal are subject to Agency review.
  - 3.1.1.8.10 Development and design of the portal must ensure privacy and strong security controls by using authentication/passwords, pre-authorizing all users, and confidential handling of data.
- 3.1.1.9 The Vendor shall provide at no additional cost to the Agency a secure, internet-based result reporting module for tracking, management, and record maintenance of the Agency programs. The internet-based result reporting site utilized must contain all necessary components to permit the MRO's report to be submitted and contained in the database. It is understood that this feature is often contained within most web-based scheduling portals, but these contract items will apply



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should the vendor provide testing results through a separate, stand-alone reporting site.

**3.1.1.9.1** The vendor must provide the Agency with access to the internet-based site including capabilities to search for testing results through use of an employee's, or prospective employee's identification number, name, date of test, specimen identification number, and/or other indicators.

**3.1.1.9.2** The Vendor may be required to provide to the Agency, in person and at no additional cost to the Agency, a demonstration of all functions relative to program tracking, management, and record maintenance. Vendor also shall provide to Agency a written "user" manual describing these same functions and the manner by which they are accessed and utilized, to facilitate Agency operations.

**3.1.1.9.3** The Agency reserves the right 1) to determine acceptability based on the security of transmission, the limit of access to any transmission, storage, retrieval systems, ease of use, or compatibility with existing Agency systems and hardware; and 2) to approve or reject software or internet-based result reporting.

**3.1.1.9.4** The Vendor shall identify on the pricing pages the software(s) or internet-based result reporting proposed for use under this contract, and failure to do so shall result in rejection of the solicitation response (bid).

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

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

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

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

**4. CONTRACT AWARD:**

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

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

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

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

**5. ORDERING AND PAYMENT:**

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- 5.1 Ordering:** Vendor shall accept drug or alcohol orders through a secure, internet ordering portal/website. Vendor should include in its response a brief description of how the Agency may utilize the on-line ordering system and shall verify and ensure that its on-line ordering system is secure, prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor is fully responsible for the payment of clinics, labs, hospitals, MRO's, or other sub-contractors utilized to provide services under this contract.

**6. DELIVERY AND RETURN:**

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

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

**7. VENDOR DEFAULT:**

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

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

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

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

**8. MISCELLANEOUS:**

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

**REQUEST FOR QUOTATION**  
**XX-XX-XXXXXX Drug and Alcohol Testing Services**

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

**Contract Manager:** Jana Geyer  
**Telephone Number:** 347-728-6848  
**Fax Number:** 516-938-1554  
**Email Address:** occhealthgrp@naomedical.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2400000104**

**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 type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Statcare Urgent & Walk-In Medical Care dba Nao Medical

Company

*Keith Johnson*

Authorized Signature

7/24/2024

Date

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

**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/agencyll.htm](http://www.state.wv.us/admin/purchase/vrc/agencyll.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:

Statcare Urgent & Walk-In Medical Care  
Name of Agency: dba Nao MedicalName of Associate: Priti JainSignature: Priti JainSignature: Priti JainTitle: CEO and FounderTitle: CEO and FounderDate: 7/24/2024Date: 7/24/2024Form - WVBA-012004  
Amended 06.26.2013APPROVED AS TO FORM THIS 26th  
DAY OF July 20 24Patrick Morrissey  
Attorney GeneralBY Patrick Morrissey

## Appendix A

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

Name of Associate: Priti Jain

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

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





STATURG-01

MARIEGRIMM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

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

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

<b>PRODUCER</b> PGIS dba Schaefer Enterprises 77 Chambers Street, 3rd Floor New York, NY 10007	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (877) 237-2481 <b>FAX (A/C, No):</b> (866) 453-9676 <b>E-MAIL ADDRESS:</b> info@seinewyork.com																					
<b>INSURED</b> Statcare Urgent & Walk In Medical Care, PLLC DBA Statcare and Nao Medical 17 E Old Country Rd Hicksville, NY 11801	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2"><b>INSURER A:</b> Citizens Insurance Company of America</td><td>31534</td></tr> <tr> <td colspan="2"><b>INSURER B:</b> Hanover Insurance Group</td><td>22292</td></tr> <tr> <td colspan="2"><b>INSURER C:</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER D:</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER E:</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER F:</b></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Citizens Insurance Company of America		31534	<b>INSURER B:</b> Hanover Insurance Group		22292	<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER E:</b>																						
<b>INSURER F:</b>																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE