2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

West Virginia Purchasing Division

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

Header 8

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder:	1951827	SO Doc Code:	CRFQ
Procurement Type:	Central Master Agreement	SO Dept:	0506
Vendor ID:	VS0000045697	SO Doc ID:	HHR2600000001
Legal Name:	Statcare Urgent and Walkin Medical Care	Published Date:	4/20/26
Alias/DBA:	Nao Medical	Close Date:	5/14/26
Total Bid:	$255,625.00	Close Time:	13:30
Response Date:	05/12/2026	Status:	Closed
Response Time:	6:39	Solicitation Description:	DRUG AND ALCOHOL TESTING
Responded By User ID:	Naomedical	Total of Header Attachments:	8
First Name:	Nao	Total of All Attachments:	8
Last Name:	Medical		
Email:	cerifications@naomedical.c		
Phone:	929-552-2218		

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

State of West Virginia
Solicitation Response

Proc Folder:	1951827
Solicitation Description:	DRUG AND ALCOHOL TESTING
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-05-14 13:30	SR 0506 ESR05122600000007758	1

VENDOR

VS0000045697
Statcare Urgent and Walkin Medical Care

Solicitation Number: CRFQ 0506 HHR2600000001

Total Bid: 255625 **Response Date:** 2026-05-12 **Response Time:** 06:39:06

Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	On-Site Pre-Employment Drug Testing	765.00000	TEST	80.000000	61200.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: This is the price for scheduled group pre employment testing. More details and clarifications in the proposal document in 'price clarifications' section

Extended Description:

On-Site Pre-Employment Drug Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	On-Site Pre-Employment Alcohol Testing	765.00000	TEST	105.000000	80325.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: This is the price for scheduled group pre employment testing. More details and clarifications in the proposal document in 'price clarifications' section

Extended Description:

On-Site Pre-Employment Alcohol Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Affiliated Location Pre-Employment Drug Testing	90.00000	TEST	60.000000	5400.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: Available at any of the partner sites.

Extended Description:

Affiliated Location Pre-Employment Drug Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Affiliated Location Pre-Employment Alcohol Testing	90.00000	TEST	60.000000	5400.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: Available at any of the partner sites

Extended Description:

Affiliated Location Pre-Employment Alcohol Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	On-Site Reasonable Suspicion Drug Testing	90.00000	TEST	410.000000	36900.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: This price is for a single call out for on site drug testing, if alcohol testing is needed in the same visit as per DOT requirements then it wont be another $410, it would be additional $60 in that situation, so a single drug and alcohol test would cost $470 with response time of 120 minutes and available throughout the day any time. If there are more people to be tested at the same time in a single call out then the additional cost of each test is $60. and $410 is just a single time cost.

Extended Description:

On-Site Reasonable Suspicion Drug Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	On-Site Reasonable Suspicion Alcohol Testing	90.00000	TEST	410.000000	36900.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: This price is for a single call out for on site alcohol testing, if drug testing is needed in the same visit as per DOT requirements then it wont be another $410, it would be additional $60 in that situation, so a single drug and alcohol test would cost $470 with response time of 120 minutes and available throughout the day any time. If there are more people to be tested at the same time in a single call out then the additional cost of each test is $60. and $410 is just a single time cost.

Extended Description:

On-Site Reasonable Suspicion Alcohol Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Affiliated Location Reasonable Suspicion Drug Testing	25.00000	TEST	60.000000	1500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Affiliated Location Reasonable Suspicion Drug Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Affiliated Location Reasonable Suspicion Alcohol Testing	25.00000	TEST	60.000000	1500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Affiliated Location Reasonable Suspicion Alcohol Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	On-Site Post Accident Drug Testing	25.00000	TEST	410.000000	10250.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: This price is for a single call out for on site Drug testing, if alcohol testing is needed in the same visit as per DOT requirements then it wont be another $410, it would be additional $60 in that situation, so a single drug and alcohol test would cost $470 with response time of 120 minutes and available throughout the day any time. If there are more people to be tested at the same time in a single call out then the additional cost of each test is $60. and $410 is just a single time cost.

Extended Description:

On-Site Post Accident Drug Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	On-Site Post Accident Alcohol Testing	25.00000	TEST	410.000000	10250.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: This price is for a single call out for on site Drug testing, if alcohol testing is needed in the same visit as per DOT requirements then it wont be another $410, it would be additional $60 in that situation, so a single drug and alcohol test would cost $470 with response time of 120 minutes and available throughout the day any time. If there are more people to be tested at the same time in a single call out then the additional cost of each test is $60. and $410 is just a single time cost.

Extended Description:

On-Site Post Accident Alcohol Testing
Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Expert Witness Testimony	10.00000	HOUR	500.000000	5000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments: minimum 4 hour charge usually for in person testimony.

Extended Description:

Expert Witness Testimony
Costs are to be based upon an all-inclusive hourly rate including travel and preparation time.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Blind Performance Tests (One Per Quarter)	4.00000	TEST	250.000000	1000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Blind Performance Tests (One Per Quarter)
Costs are to be based upon the same all-inclusive, per-test rate as Lines 1 through 10.

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

State of West Virginia
Centralized Request for Quote
Laboratory

Proc Folder: 1951827 **Doc Description:** DRUG AND ALCOHOL TESTING **Proc Type:** Central Master Agreement			**Reason for Modification:**
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2026-04-20	2026-05-14 13:30	CRFQ 0506 HHR2600000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Statcare Urgent & Walk In Medical Care PLLC dba Nao Medical

Address : 135 Mineola Boulevard, Mineola, New York, 11501

Street : Mineola Boulevard

City : New York

State : NY **Country :** United States **Zip :** 11501

Principal Contact : Usman Farooq

Vendor Contact Phone: 929-552-2218 **Extension:** 2218

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X Faith Jain. **FEIN#** 452756491 **DATE** 04-30-2026

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

ADDITIONAL INFORMATION
THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, HEALTH FACILITIES, HUMAN SERVICES, AND THE OFFICE OF SHARED ADMINISTRATION, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DRUG AND ALCOHOL TESTING PER THE ATTACHED DOCUMENTS. ***QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS***

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	On-Site Pre-Employment Drug Testing	765.00000	TEST	$80	$61,200

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
On-Site Pre-Employment Drug Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	On-Site Pre-Employment Alcohol Testing	765.00000	TEST	$105	$80,325

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
On-Site Pre-Employment Alcohol Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Affiliated Location Pre-Employment Drug Testing	90.00000	TEST	$60	$5400

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Affiliated Location Pre-Employment Drug Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Affiliated Location Pre-Employment Alcohol Testing	90.00000	TEST	$60	$5400

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Affiliated Location Pre-Employment Alcohol Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	On-Site Reasonable Suspicion Drug Testing	90.00000	TEST	$410	$36,900

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
On-Site Reasonable Suspicion Drug Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	On-Site Reasonable Suspicion Alcohol Testing	90.00000	TEST	$410	$36900

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
On-Site Reasonable Suspicion Alcohol Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Affiliated Location Reasonable Suspicion Drug Testing	25.00000	TEST	$60	$1500

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Affiliated Location Reasonable Suspicion Drug Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Affiliated Location Reasonable Suspicion Alcohol Testing	25.00000	TEST	$60	$1500

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Affiliated Location Reasonable Suspicion Alcohol Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	On-Site Post Accident Drug Testing	25.00000	TEST	$410	$10250

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
On-Site Post Accident Drug Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	On-Site Post Accident Alcohol Testing	25.00000	TEST	$410	$10250

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
On-Site Post Accident Alcohol Testing

Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Expert Witness Testimony	10.00000	HOUR	$400	$4000

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Expert Witness Testimony

Costs are to be based upon an all-inclusive hourly rate including travel and preparation time.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF HUMAN RESOURCES MGMT		OFFICE OF HUMAN RESOURCES MGMT	
ONE DAVIS SQUARE, STE 400		ONE DAVIS SQUARE, STE 400	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Blind Performance Tests (One Per Quarter)	4.00000	TEST	$250	$1000

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Blind Performance Tests (One Per Quarter)

Costs are to be based upon the same all-inclusive, per-test rate as Lines 1 through 10.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2026-04-27

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Name	Address 1	Address 2	City	County	State	ZIP Code	Phone Nur
Jackson General Lab @ Jackson Gen.	122 Pinnel		Ripley	Jackson	WV	25271-910	304-373-1
Jefferson Urgent Care	84 Somers		Charles To	Jefferson	WV	25414-482	304-728-8
Preston Memorial Hospital	150 Memc		Kingwood	Preston	WV	26537-114	304-329-0
Preston Memorial Urgent Care	12302 Vet		Reedsville	Preston	WV	26547-650	304-980-2
Valley Health Ranson	100 Oak Le		Ranson	Jefferson	WV	25438-487	304-930-0
Corporate Health - Wheeling Hospital	Wheeling Hospital	1 Medical	Wheeling	Ohio	WV	26003-637	304-243-3
HCMA Consult dba Doctors Immed Care	Doctor's Immedicare	1802 Harp Ste 102	Beckley	Raleigh	WV	25801-337	304-252-9
Davis Medical Center - LAB	812 Gorma		Elkins	Randolph	WV	26241-318	304-636-3
Prime Care 12	702 Staffo		Princeton	Mercer	WV	24740-240	304-425-0
Pleasant Valley Hospital, Inc.	2520 Valle		Point Plea	Mason	WV	25550-203	304-675-4
OccuMed LLC	750 Oak St		Kenova	Wayne	WV	25530-1516	304-453-6
Reliant Drug Test Solutions	3400 Teay Ste B		Hurricane	Putnam	WV	25526-8916	304-397-6
Quality Drug Testing	400 Hudgi		Stollings	Logan	WV	25601-355	304-752-5
Mid Ohio Valley Occ Health	2107 Pike Ste B		Parkersbu	Wood	WV	26101-697	304-865-5
WV Drug Testing Laboratories	1531 Garfi		Parkersbu		WV	26101-000	304-422-8
Health Research Systems - WV	7 Stonecrest Dr, Huntin		Huntington	cabell coun	WV	25701-9392	304-529-44
AKME Drug Testing	3644 Louisa Rd, Catletts		Catlettsbur	Boyd Count	WV	41129-1019	606-324-04
Compass Occupational Medicine	2206 22nd St, Nitro, WV		Nitro	Kanawha Co	WV	25143-1729	681-217-71
Collier Medical Services	1661 State Route 522 U		Wheelersbu	Scioto Coun	WV	45694-8150	740-574-87
Quality Drug Testing – Chapmanville	8 Airport Rd, Chapmanv		Chapmanvil	Logan Coun	WV	25508-9698	304-855-00
Charts Etc. Inc. DBA Charts D.O.T. Compliance// MedSource	407 Professional Cir, Ra		Ravenswoo	Jackson Cou	WV	26164-1357	304-273-23
Dr. J Chiropractic & Wellness Center	642 Cross Lanes Dr, Nitr		Nitro	Kanawha Co	WV	25143-1163	304-776-15
Reliant Drug Test Solutions, LLC	3400 Teays Valley Rd St		Hurricane	Putnam Cou	WV	25526-8916	304-397-65
Physical Exams, Inc.	313 MacCorkle Ave SW		South Charl	Kanawha County		25303-1207	304-346-82
Drug Testing Centers of America – Charleston	100 Lee St W, Charlesto		Charleston	Kanawha County		25302-2342	304-344-83
Drug Testing Center of America – Paintsville	1035 Broadway St, Pain		Paintsville	Johnson Co	KY	41240-1415	606-788-83
Quality Drug Testing – Fairmont	27 Middletown Rd, Whi		White Hall	Marion Cou	WV	26554-8103	681-404-56
In NetworkPreston Memorial Hospital Urgent Care	12302 Veterans Memor		Reedsville	Preston Cou	WV	26547-6501	304-980-20
Advantage Occupational// WV Mobile Drug Testing	1370 Johnson Ave, Brid		Bridgeport	Harrison Co	WV	26330-1492	304-933-36
Enliven Occupational Health	130 Professional Pl, Bric		Bridgeport	Harrison Co	WV	26330-4595	304-933-93
Sistersville General Hospital	314 S Wells St, Sistersvi		Sistersville	Tyler Count	WV	26175-1098	304-447-24

NIDA Colle	SAP Colle	Observed	eBreath Al	Electronic	Regulated	Hours of Operation
Y	Y	N	N	N	N	M-F 8:00 am-4:00 pm
Y	Y	N	N	Y	Y	M,Th 8:30 am-4:30 pm
Y	Y	Y	Y	Y	Y	M-F 8:00 am-4:30 pm
Y	Y	N	Y	Y	Y	M-Su 8:30 am-5:00 pm
Y	Y	Y	Y	Y	Y	M-F 8:00 am-7:00 pm|Sa,Su 9:00 am-5:00 pm
Y	Y	Y	Y	N	N	M-F 7:30 am-4:00 pm
Y	Y	N	N	N	N	M-Sa 8:00 am-7:00 pm|Su 10:00 am-4:00 pm
N	Y	N	N	N	N	M-F 9:00 am-5:00 pm
Y	Y	N	Y	N	N	M,T,Th,F 9:00 am-5:00 pm|W 9:00 am-2:00 pm
Y	Y	Y	N	Y	Y	M-F 9:00 am-5:00 pm
Y	Y	N	N	N	N	M-F 9:00 am-5:00 pm
Y	Y	Y	Y	Y	Y	M-Th 8:00 am-4:00 pm|F 8:00 am-12:00 pm
Y	Y	N	Y	N	Y	M-F 8:00 am-4:00 pm
Y	Y	Y	Y	Y	Y	M-F 7:30 am-5:30 pm
Y	Y	Y	Y	Y	Y	M-F 8:00 am-12:00 pm & 1:00 pm-4:00 pm
53						Mon–Fri: 8:00 AM – 4:30 PM
04						Fri: 8:00 AM – 3:00 PM
72						Mon–Fri: 8:00 AM – 4:30 PM
28						Mon–Fri: 8:00 AM – 4:00 PM
58						Fri: 8:00 AM – 4:00 PM
11						Mon–Fri: 8:00 AM – 4:00 PM
20						Mon, Tue, Thu: 8:00 AM – 12:00 PM & 2:00 PM – 6:00 PM
51						Fri: 8:00 AM – 12:00 PM
13						Mon–Fri: 7:00 AM – 3:00 PM
78						Mon–Thu: 8:30 AM – 12:00 PM & 1:00 PM – 5:00 PM
78						Mon–Thu: 8:30 AM – 12:00 PM & 1:00 PM – 5:00 PM
73						Fri: 8:00 AM – 4:00 PM
06						Sun: 8:00 AM – 4:00 PM
51						Sat: 9:00 AM – 2:00 PM
55						Wed: 2:00 PM – 5:00 PM
74						Sat: 7:00 AM – 11:00 AM

REQUEST FOR QUOTATION
CRFQ 0506 HHR2600000001
Drug and Alcohol Testing Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Office of Shared Administration to establish an open-end contract for drug and alcohol testing services for select pre-employment, reasonable suspicion/for cause, and post-accident, as needed and requested by its agencies, available 24-hours-per-day/7-days-per-week.

   The contract awarded as a result of this solicitation may be funded in whole or in part with federal funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

   NOTE: *The WVDHHR has developed an EEOP Utilization Report and it is available at:* https://dhhr.wv.gov/vip/Documents/H1.5%20Utilization%20Report%20and%20EEO%20policy%20%28002%29.pdf

   These services will be made available to the Department of Health (DH), Department of Health Facilities (DHF), Department of Human Services (DoHS), and the Office of Shared Administration (OSA) and their agencies to include:

   - The Bureau for Public Health (BPH), and Offices of Emergency Medical Services (OEMS) and Chief Medical Examiner (OCME), and the Center for Threat Preparedness (CTP) of the Department of Health
   - The three State owned and operated hospitals of the Department of Health Facilities
   - The Bureaus for Behavioral Health (BBH), Child Support Enforcement (BCSE), Family Assistance (BFA), Medical Services (BMS), and Social Services (BSS) of the Department of Human Services
   - The Offices of Communications (OC), Constituent Services (OCS), Finance (OF), Human Resources Management (OHRM), Management Information Services (OMIS), and Operations (OO) of the Office of Shared Administration

   Vendor will provide the Contract Services specified herein for the combined workforce of over 6,000 employees, as well as pre-employment testing for the DHF workforce of approximately 1,700 employees (included within the combined total above).

1.1 Pre-Employment

Locations for pre-employment testing include:

- Mildred Mitchell-Bateman Hospital
  Huntington, West Virginia 25705
- William R. Sharpe, Jr. Hospital
  Weston, West Virginia 26452

- Welch Community Hospital
  Welch, West Virginia 24901

1.2 Reasonable Suspicion/For Cause

Locations for reasonable suspicion/for cause testing include:

Beckley, WV 25801
Berkeley Springs, WV 25411
Buckhannon, WV 26201
Charles Town, WV 25414
Charleston, WV 25301
Charleston, WV 25302
Charleston, WV 25313
Charleston, WV 25315
Clarksburg, WV 26302
Clay, WV 25043
Elizabeth, WV 26143
Elkins, WV 26241
Foster, WV 25081
Franklin, WV 26807
Glenville, WV 26351
Grafton, WV 26354
Grantsville, WV 26147
Hamlin, WV 25523
Harrisville, WV 26362
Hinton, WV 25951
Huntington, WV 25701
Keyser, WV 26762
Kingwood, WV 26537
Lewisburg, WV 24901
Logan, WV 25601
Marlinton, WV 24954
Martinsburg, WV 25404
Middlebourne, WV 26149
Moorefield, WV 26836
Morgantown, WV 26501
Morgantown, WV 26507
Moundsville, WV 26041
New Martinsville, WV 26155
Oak Hill, WV 25901
Parkersburg, WV 26102
Parsons, WV 26287
Petersburg, WV 26847
Phillipi, WV 26416
Pineville, WV 24874
Princeton, WV 27439
Pt. Pleasant, WV 25550
Ripley, WV 25271
Romney, WV 26757
Smithburg, WV 26436
South Charleston, WV 25303
Spencer, WV 25276
St. Marys, WV 26170
Summersville, WV 26651
Sutton, WV 26601
Union, WV 24983
Wayne, WV 25570
Webster Springs, WV 26288
Weirton, WV 26062
Welch, WV 24801
Weston, WV 26452
Wheeling, WV 26003
White Hall, WV 26554
Williamson, WV 25661
Winfield, WV 25213

1.3 Post-Accident/Incident

Locations for post-accident/incident testing include anywhere in the state.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Services"** means the drug and alcohol testing services identified on the Pricing Pages as more fully described in these specifications.

   2.2 **"Medical Review Officer (MRO)"** means 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.

   2.3 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS, and used to evaluate the Solicitation responses.

   2.4 **"SAMHSA"** means the Substance Abuse and Mental Health Services Administration, an agency of the United States Department of Health and Human Services.

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

   2.6 **"Testing Locations"** means the locations where on-site testing/collections will be performed as listed above.

   2.7 **"Title 49 CFR Part 40"** means the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy. This can be found at: https://www.transportation.gov/odapc/part40

3. **QUALIFICATIONS:** Vendor or vendor's staff, if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

   3.1 Prior to the award, Vendor must provide proof that it is a qualified drug and alcohol testing vendor as required by Title 49 CFR Part 40, with a minimum of five (5) years' business experience in drug and alcohol testing.

   3.2 If any portions of the program will be subcontracted, Vendor must identify in the bid those subcontractors that it intends to use and the portions of the program to be assigned to each. Failure to do so will lead to disqualification of bid. If no subcontractors will be used, that must be stated in the bid. Subcontracting is not permissible without written approval.

4. **CONTRACT SERVICES AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.

4.1 Vendor Mandatory Contract Services Requirements and Deliverables

4.1.1 General Requirements

4.1.1.1 Vendor must be able to provide scheduled service Monday through Friday, between 7:00 am and 5:00 pm.

4.1.1.2 Vendor must be able to provide 24-hour un-scheduled specimen collection for reasonable suspicion/for cause and post-accident testing on an as-needed basis.

4.1.1.3 Upon notification of the need for reasonable suspicion/for cause testing, Vendor must provide the location of a Vendor-affiliated testing location within one hours' drive of the employee to be tested. If no such location is available, Vendor must collect specimens on Departmental premises, and Vendor must provide for all conditions of privacy, confidentiality and chain of custody.

4.1.1.4 When employees are to be sent to a Vendor-affiliated testing location, Vendor shall supply any necessary paperwork to facilitate assignment to a Vendor-affiliated location.

4.1.1.5 Upon request, Vendor must collect specimens on Departmental premises, and Vendor must provide for all conditions of privacy and confidentiality. Vendor must secure chain of custody via paper forms.

4.1.1.6 When on-site testing is requested, Vendor must arrive on location and be ready to conduct reasonable suspicion/for cause or post-accident testing within two (2) hours of the request for testing. This includes testing at Department offices/facilities, and/or other locations as needed.

4.1.1.7 Vendor must provide for an account manager (or designee) to be available 24 hours a day, 7 days a week to answer questions and resolve problems.

4.1.1.8 Vendor must supply an emergency telephone number to be used by each testing location to provide specimen collection services after regular office hours.

4.1.1.9 Vendor must ensure that strict rules of confidentiality are maintained at all times. All test results acquired shall become the property of the Departments and the State of West Virginia. Information must not be released to any other party without prior express written consent of the Departments.

4.1.1.10 Vendor must maintain records related to the performance of work under this agreement in accordance with 49 CFR Part 40.

4.1.1.11 Vendor shall maintain records pertaining to the contract for five (5) years following the end of the contract period.

4.1.1.12 Vendor shall provide copies of any and all records held in performance of this agreement within ten (10) days of written notice by the Chief Human Resources Officer, or his/her designee.

4.1.1.13 Vendor must use secure email to provide testing results.

4.1.1.14 When submitting invoices for payment, Vendor must provide a detailed written summary of the testing program activity that accompanies and supports each invoice.

4.1.1.15 Vendor must follow the US Department of Transportation collection protocols provided in 49 CFR Part 40 with respect to conducting workplace drug and alcohol testing, for collecting and storing urine specimens, testing for drugs and alcohol, and ensuring confidentiality.

4.1.1.16 Vendor must comply with all applicable Federal and State laws, regulations and industry standards relating to drug and alcohol testing.

4.1.1.17 Vendor must ensure that collection site personnel will be trained in compliance with Title 49 CFR Part 40 and shall be regularly

engaged in the business of providing the required drug and alcohol testing.

4.1.1.18 Vendor must provide, upon request, expert witness testimony regarding the results and accuracy of specific employee testing should the results and subsequent actions be challenged by the employee

4.1.2 Testing Requirements

4.1.2.1 Upon request, Vendor must provide for alcohol testing on-site using equipment approved by the US Department Transportation and found on its Conforming Products List available at: http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf using the collection protocols found in 49 CFR Part 40. EtG testing is not required.

4.1.2.2 Vendor must provide for a confirmatory alcohol test on all breath concentrations minimum of .01 or higher.

4.1.2.3 Upon request, Vendor must provide for collection of urine on-site in compliance with Title 49 CFR Part 40.

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

4.1.2.5 Vendor must utilize a SAMHSA-certified laboratory. The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets applicable regulations. Additionally, the laboratory shall have a quality control program in place that complies with 49 CFR Part 40. Vendor must provide proof of SAMHSA certification. CLIA certification, alone, is not acceptable.

4.1.2.6 Vendor must provide for transportation for all specimens to the appropriate testing laboratory in accordance with 49 CFR Part 40.

4.1.2.7 On a quarterly basis, Vendor must submit blind performance test specimens to the laboratory. Vendor will submit a false specimen to the laboratory for quality control purposes. These specimens must have a false identifier and be indistinguishable from all other

regular specimens. The results will be delivered and billed to the Office of Human Resources Management.

4.1.2.8 Vendor must perform chemical analyses of specimens to determine at a minimum whether the person from whom the specimen was taken has been using any of the following drugs:

A. Amphetamines
B. Cannabinoids (THC)
C. Cocaine
D. Opiates
E. Phencyclidines (PCP)
F. Barbiturates
G. Benzodiazepines
H. Methadone
I. Propoxyphene
J. Methaqualone

4.1.2.9 Vendor must provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology, or other acceptable methods that meets industry standard.

4.1.2.10 Vendor must provide, as part of its services, a Certified Medical Review Officer (MRO), certified in accordance with 49 CFR Part 40. Vendor must provide proof of MRO certification.

4.1.2.11 Vendor must provide confirmed test results to the Chief Human Resources Officer or his/her designee via confidential means, immediately upon confirmation by the MRO, but not later than 4:00 p.m. on the fourth business day following the date of a test. If not reported timely, Vendor shall not charge for, and the Office of Shared Administration will not pay for the test. Vendor may not reschedule a test for the purposes of meeting this requirement. For the purposes of this requirement, business days are Monday through Friday, except state-designated holidays.

4.1.2.12 Vendor must report results as "Negative," "Positive," "Abnormal," or "Safety Concern."

4.1.2.12.1 A "negative" result is used when no substances were detected above the reporting thresholds; substances

were detected above the reporting thresholds with valid prescription(s); or substances were detected above the reporting thresholds with valid prescription(s), and the medication could pose safety concerns.

4.1.2.12.2 A "positive" result is used when Substances were detected above the reporting thresholds with no valid prescription(s); substances were detected above the reporting thresholds, and the MRO was unable to verify whether any valid prescription(s) existed; cannabinoids were detected above the reporting thresholds, regardless of patient card-holder status; Employee/Applicant refused to comply with testing procedures, including providing consent for testing; there is evidence of tampering/adulteration or attempting to tamper/adulterate with the specimen, collection procedures, or scene of a motor vehicle accident; or Employee/Applicant was unable to provide sufficient sample(s) for testing.

4.1.2.12.3 If an Employee/Applicant wishes to challenge a positive test result, such re-testing must be conducted from the same specimen that was originally taken. Associated costs shall be borne by the Employee/Applicant. Arrangements for re-testing and payment are to be made by the Vendor and the Employee/Applicant.

4.1.3 Vender must provide affiliated testing locations accessible to each of the locations noted above within a one-hour drive of the employee's location. If one is not available, on-site testing pursuant to 4.1.2. shall apply.

4.1.4 The requirements of 4.1.2 shall apply at Vendor's affiliated locations.

4.2 Agency Mandatory Contract Services Requirements and Deliverables:

4.2.1 Upon contract award, the Chief Human Resources Officer or his/her designee will provide a comprehensive list of individuals from each Facility/Bureau/Office authorized to request testing and receive results.

4.2.2 Vendor will not be reimbursed for initial set-up fee or for any renewal fees if the contract is renewed.

4.2.3 Vendor will not be compensated separately for specimen adulteration assays. Testing for adulterants must be included with the overall price per test.

4.2.4 Vendor will not be compensated for improper collection, storage, labeling, testing, etc., which results in inaccurate or incomplete test results.

4.2.5 Vendor will not be compensated on an hourly rate, except for the cost of expert testimony. All other prices quoted, and invoices submitted for payment must be based upon a flat rate.

4.2.6 Vendor will not be compensated for no-shows and refusals to test that are not the fault of Employees/Applicants.

4.3 Liquidated Damages

4.3.1 Vendor must recognize that the promise to timely and accurately perform specimen collection is of the essence of this drug and alcohol testing contract. Vendor must also recognize that the contracting agencies provide vital services to the residents of the State, and as such, they have a legitimate expectation that the Vendor will timely and accurately perform under this contract. Accordingly, Vendor will agree to pay as liquidated damages an amount equal to what they would have billed, per incident, for failure to materially perform as required under this contract. If Vendor fails to pay properly-assessed liquidated damages, then the right is reserved to withhold the amount of said liquidated damages from future payments to Vendor.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Commodity Lines within wvOASIS.

5.2 Pricing Pages: Vendor should complete the Commodity Lines within wvOASIS in their entirety as failure to do so may result in Vendor's bids being disqualified. Cost of expert testimony is to be bid at an hourly rate, whereas all specimen collection and testing is to be bid at a flat rate (i.e., cost

per test). Expert testimony will only be used when needed, and should not be included in the bid price for every test.

The Commodity Lines within wvOASIS contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Line 1 through Line 10 Costs are to be based upon an all-inclusive, per-test rate, including travel time; culminating with the certification of results and proper reporting of such results to appropriate personnel.

Line 1: On-Site Pre-Employment Drug Testing
Line 2: On-Site Pre-Employment Alcohol Testing
Line 3: Affiliated Location Pre-Employment Drug Testing
Line 4: Affiliated Location Pre-Employment Alcohol Testing
Line 5: On-Site Reasonable Suspicion Drug Testing
Line 6: On-Site Reasonable Suspicion Alcohol Testing
Line 7: Affiliated Location Reasonable Suspicion Drug Testing
Line 8: Affiliated Location Reasonable Suspicion Alcohol Testing
Line 9: On-Site Post Accident Drug Testing
Line 10: On-Site Post Accident Alcohol Testing

Line 11 All costs are to be based upon an all-inclusive hourly rate including travel and preparation time.

Line 11: Expert Witness Testimony

Line 12 Blind performance tests are to be based upon the same all-inclusive, per-test rate as Lines 1 through 10, above.

Line 12: Blind Performance Tests (One Per Quarter)

Vendor should electronically enter the information into the Commodity Lines through wvOASIS, if available, or as an electronic document.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is

designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. ORDERING AND PAYMENT:

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

7.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. DELIVERY AND RETURN:

9.1 Service Delivery Time: Vendor shall deliver on-site service requests within two hours of request as specified above at 4.1.1.5. Final results shall be delivered within four business days of request as specified above at 4.1.2.11.

9.2 Late Service Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for non-payment.

10. VENDOR DEFAULT:

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 No Substitutions: Vendor shall supply only Contract Services submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Services being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Services contained in its bid response.

11.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Usman Farooq
Telephone Number: 929-552-2218
Fax Number: 516-938-1554
Email Address: farooqu@naomedical.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

    a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.

    b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

    c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

    d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

    e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. **Obligations of Associate.**

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction**. Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

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

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

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

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

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

4. Addendum Administration.

a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

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

c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

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

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

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

Name of Associate: _____

Signature: _____

Signature: _____

Title: CEO

Title: _____

Date: 04-30-2026

Date: _____

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY Of _____ 20 13
Patrick Morrisey
Attorney General
BY _____

Attachment 1

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** (2 C.F.R. § 200.321)

    a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

        (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

    b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:** (2 C.F.R. § 200.322)

    a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. **BYRD ANTI–LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By:o_____

Printed Name:_____

Title: _____

Date: _____

Vendor Name:

By: Priti Jain

Printed Name: Priti Jain MD

Title: CEO

Date: 04-30-2026

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 HHR2600000001

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Statcare Urgent & Walk In Medical Care PLLC dba Nao Medical
Company

Authorized Signature

04-30-2026
Date

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

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

(Printed Name and Title) Usman Farooq

(Address) 135 Mineola Boulevard, Mineola, New York, 11501

(Phone Number) / (Fax Number) 929-552-2218 / 516-938-1554

(email address) farooqu@naomedical.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Statcare Urgent & Walk In Medical Care PLLC dba Nao Medical

(Company) Priti Jain.

(Signature of Authorized Representative)

Priti Jain MD - CEO (04-30-2026)

(Printed Name and Title of Authorized Representative) (Date)

917-310-3371 (516-938-1554)

(Phone Number) (Fax Number)

occhealthgrp@naomedical.com

(Email Address)

nao*medical

CRFQ 0506 HHR2600000001 – Drug and Alcohol Testing Services

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

Principal Contact: **Priti Jain, MD**
✉ *occhealthgrp@naomedical.com*
✆ *917-801-2323*

Table of Contents

1. Introduction and Project Overview

Introduction

Statcare Urgent & Walk-In Medical Care PLLC DBA Nao Medical submits this response to the State of West Virginia Purchasing Division for CRFQ 0506 HHR2600000001 – Drug and Alcohol Testing Services.

Nao Medical understands that the State of West Virginia is soliciting bids on behalf of the Office of Shared Administration to establish an open-end contract for drug and alcohol testing services for select pre-employment, reasonable suspicion / for-cause, and post-accident testing, as needed and requested by participating agencies, with services available 24 hours per day, 7 days per week. The solicitation also states that services will be made available to the Department of Health, Department of Health Facilities, Department of Human Services, Office of Shared Administration, and listed agencies and offices within those entities.

Nao Medical is prepared to serve as a Third-Party Administrator and program administrator for the State's drug and alcohol testing program. In this role, Nao Medical will coordinate the administrative, operational, laboratory, Medical Review Officer, reporting, and compliance components required to support the State's testing needs.

Project Overview

Nao Medical's proposed approach is designed to support the State's need for a reliable, responsive, and compliant drug and alcohol testing program across the required testing categories. Nao Medical will coordinate services for pre-employment testing, reasonable suspicion / for-cause testing, post-accident testing, affiliated location testing, on-site collection, secure result reporting, blind performance testing, and expert witness support.

Nao Medical will administer the program through a coordinated partner model that includes:

- Quest Diagnostics as a laboratory partner;
- Corporate Reference Laboratory as a laboratory partner;
- Doctors Review Service / DRS as the Medical Review Officer partner; and
- qualified partner vendors for affiliated collection locations, on-site collections, after-hours collection support, and local service delivery.

Nao Medical acknowledges the solicitation's mandatory service requirements, including scheduled service Monday through Friday between 7:00 AM and 5:00 PM, 24-hour unscheduled specimen collection for reasonable suspicion / for-cause and post-accident testing, access to a vendor-affiliated testing location within a one-hour drive of the employee where available, on-site collection where no such location is available, two-hour on-site response when on-site testing is requested, 24/7 account manager or designee availability, and an emergency telephone number for after-hours collection services.

Nao Medical further acknowledges the solicitation's compliance requirements related to confidentiality, records, secure email reporting, invoice activity summaries, U.S. Department of Transportation collection protocols under 49 CFR Part 40, applicable federal and state laws, trained collection site personnel, expert witness testimony, DOT-approved alcohol testing equipment, split specimen collection, and use of a SAMHSA-certified laboratory.

Acceptance and Acknowledgement of Terms, Conditions, and Compliance Requirements

Nao Medical has reviewed Solicitation CRFQ 0506 HHR2600000001 in its entirety, including the Request for Quotation, Instructions to Vendors, General Terms and Conditions, Specifications, mandatory contract service requirements, pricing requirements, required

certifications, insurance requirements, reporting requirements, liquidated damages provisions, federal funds provisions, addenda, and all other attachments and forms included with the solicitation.

By submitting this response, Nao Medical acknowledges and accepts the terms, conditions, mandatory requirements, general requirements, compliance obligations, and service expectations set forth in the solicitation. Nao Medical further acknowledges that its offer constitutes an offer to the State of West Virginia that cannot be unilaterally withdrawn; that the services proposed meet the mandatory requirements of the solicitation; that the bid is submitted without collusion or fraud; and that the authorized representative submitting this response is authorized to bind Statcare Urgent & Walk-In Medical Care PLLC DBA Nao Medical to the commitments described in this response.

Nao Medical also acknowledges the State's requirements related to confidentiality, 49 CFR Part 40 compliance, use of SAMHSA-certified laboratory resources, certified Medical Review Officer services, secure reporting, record retention, insurance, pricing, invoicing, public-document treatment of submissions, and all applicable federal, state, and local laws and regulations.

This acknowledgement is consistent with the solicitation's certification language, which requires the vendor to certify review of the solicitation, understanding of the requirements, acceptance of the terms and conditions unless otherwise stated, non-collusion, authority to submit and bind the vendor, and compliance with applicable registration requirements.

Addendum Acknowledgement

Nao Medical acknowledges that changes or revisions to the solicitation are made only through official written addenda issued by the West Virginia Purchasing Division, and that vendors should acknowledge receipt of all addenda by completing the Addendum Acknowledgement Form. The solicitation states that failure to acknowledge addenda may result in bid disqualification.

Nao Medical will complete and submit the Addendum Acknowledgement Form with its bid package and confirms that all applicable addendum requirements, clarifications, and revisions issued by the State will be reviewed and incorporated into this response and pricing submission.

No Exceptions

Nao Medical takes no exceptions to the solicitation requirements, terms, conditions, specifications, mandatory contract service requirements, pricing requirements, reporting requirements, certification requirements, or compliance obligations.

Nao Medical understands that exceptions, clarifications, or proposed modifications to a solicitation requirement or term and condition may result in bid disqualification.

Vendor Registration Acknowledgement

Nao Medical acknowledges that, prior to contract award, the apparent successful vendor must be properly registered with the West Virginia Purchasing Division and must have paid the applicable vendor registration fee, if required.

If Nao Medical is identified as the intended awardee, Nao Medical will complete all required West Virginia Purchasing Division vendor registration steps and pay any applicable registration fees prior to contract award.

2. Vendor Overview and Qualifications

Company Overview

Statcare Urgent & Walk-In Medical Care PLLC DBA Nao Medical is an occupational health and healthcare services organization with experience supporting employers, public-sector entities, transportation organizations, municipal agencies, education clients, and government programs with drug and alcohol testing and related occupational health services.

Nao Medical's occupational health program supports employers and agencies with services such as DOT and non-DOT drug testing, alcohol testing, physical examinations, employee health services, pre-employment and post-offer services, medical clearance support, and program coordination. Nao Medical's role for this contract will be to provide centralized administration and management of the State of West Virginia's drug and alcohol testing program through a Third-Party Administrator model.

As a TPA, Nao Medical is responsible for coordinating the moving parts of the testing program, including request intake, service coordination, laboratory coordination, MRO coordination, partner vendor management, client communication, issue escalation, reporting, invoicing support, and compliance oversight.

Drug and Alcohol Testing Experience

Nao Medical has seven years of experience as a drug and alcohol testing vendor. During this period, Nao Medical has administered and managed DOT and non-DOT drug and alcohol testing programs across multiple states through its occupational health operations, partner laboratory relationships, MRO resources, partner collection sites, and on-site collection support.

Nao Medical's experience includes program administration for:

- Pre-employment drug testing;
- Pre-employment alcohol testing;
- DOT and non-DOT testing programs;
- Random and quarterly random testing programs;
- Reasonable suspicion testing;
- Post-accident testing;
- After-hours on-site post-accident testing;
- Physical examinations and occupational health services;
- Lead testing programs;
- Intake, annual, and exit clearance physical examinations;
- DOT physicals;
- Agility testing; and
- Basic, extended, and substance-specific testing panels.

This experience directly supports the State's need for a vendor capable of administering a multi-agency drug and alcohol testing program involving scheduled testing, urgent testing, after-hours coordination, laboratory testing, MRO review, secure reporting, and occupational health program management.

Public-Sector and Multi-State Experience

Nao Medical has administered and supported drug testing, alcohol testing, occupational health, and related medical testing programs for public-sector and government-related clients in multiple states.

New York State and New York City Experience

Nao Medical's New York public-sector experience includes work with:

- New York State Police — drug and alcohol testing program support.

- NYC Department of Probation — physical examinations and drug testing in the past; currently supporting a lead testing program.
- NYC Parks — DOT and non-DOT drug testing, including quarterly random testing and on-site testing.
- Department of Sanitation New York / DSNY — DOT and non-DOT drug testing, including after-hours on-site post-accident drug testing.
- DSNY EPU / Police Unit — annual intake and exit clearance physical examinations for DSNY officers.
- Administration for Children's Services / ACS — physical and medical examinations and drug testing.
- NYC Taxi and Limousine Commission / TLC — drug testing and TLC physical examinations for new hires.
- NYC Department of Correction — drug testing services.
- New York Thruway Authority — occupational health services.
- Eastern Suffolk BOCES — approved vendor for DOT drug and alcohol testing needs and physical examinations.

New Mexico Experience

Nao Medical currently works with multiple New Mexico public-sector entities for DOT and non-DOT drug testing, including basic panels, extended panels, and substance-specific testing. These clients include:

- New Mexico Department of Health
- New Mexico Regulation and Licensing Department
- New Mexico Department of Justice
- Doña Ana County
- New Mexico Supreme Court
- New Mexico Department of Safety

Nao Medical is also contracted with the New Mexico Department of Safety for statewide complete medical and physical testing.

California Experience

Nao Medical's California public-sector and transportation-related experience includes:

- Fresno County, California — DOT drug and alcohol testing services for the county.
- AC Transit in Contra Costa and Alameda Counties, California — drug and alcohol testing, DOT physicals, and agility testing.

Idaho Experience

Nao Medical has a statewide drug and alcohol testing contract in Idaho and works with multiple Idaho agencies.

Delaware Experience

Nao Medical works with Delaware Transit Corporation / DTS for statewide DOT and non-DOT drug and alcohol testing.

Texas Experience

Nao Medical has been awarded a contract with a Texas independent school district for physicals and drug and alcohol testing, with services scheduled to begin soon.

Relevance of Experience to the State of West Virginia

Nao Medical's experience is relevant to the State of West Virginia because the programs described above require many of the same administrative and operational capabilities needed for this solicitation.

Nao Medical has experience managing programs that involve:

- Public-sector account administration;
- Multi-location service coordination;
- Statewide and regional coverage models;
- DOT and non-DOT testing requirements;
- Drug and alcohol testing for safety-sensitive roles;
- Pre-employment, random, post-accident, and reasonable suspicion testing;
- After-hours and urgent testing response;
- Coordination with partner laboratories;
- Coordination with MRO resources;
- Client-specific reporting requirements;
- Occupational health program support; and
- Ongoing account management for government and transportation clients.

This experience positions Nao Medical to support the State's open-end contract structure, where actual testing needs may vary by agency, location, timing, and testing category.

References

COMPANY	TITLE	NAME	EMAIL	PHONE
ACS (Children's Services)	Deputy Director	**Yudelka Mendoza**	Yudelka.Mendoza@acs.nyc.gov	(212) 341-2560
New York State Police	Senior Investigator	**Thomas L. Burns**	Thomas.Burns@troopers.ny.gov	518-457-9865
Dept. of Probation	Contracting Officer	**James Raiston**	jralston@probation.nyc.gov	(212) 510-3790
NYC Taxi & Limousine Commission	Director, Human Resources	**Olga Schulman**	schulmano@tlc.nyc.gov	(212) 676-1083
NM Dept. of Health	Labor Analyst, HR Services	**Steven Cox**	Steven.Cox@doh.nm.gov	(505) 827-2743
NM Regulation & Licensing Dept.	HR Manager III	**Leslie Garcia**	leslie.garcia@rld.nm.gov	505-487-6763
Fresno County, CA	Program Manager – Safety	**Matthias Bier-Stanberry**	mbier@fresnocountyca.gov	(559) 600-1850
NYC Dept. of Parks & Recreation	Assistant Commissioner	**Pia Rivera**	pia.rivera@parks.nyc.gov	212-360-1411

500+ satisfied clients and **100%** retention rate

More references available upon request

TPA and Partner Vendor Management Model

Nao Medical's proposed role is to serve as the central Third-Party Administrator responsible for coordinating and managing the program on behalf of the State. This model allows the State to work through a single program administrator while Nao Medical manages the required laboratory, MRO, collection, and local service delivery resources.

Nao Medical will coordinate with:

Resource Type	Identified Partner / Resource	Role
Laboratory Partner	Quest Diagnostics	Drug testing laboratory services and related laboratory support

Laboratory Partner	Corporate Reference Laboratory	Drug testing laboratory services and related laboratory support
MRO Partner	Doctors Review Service / DRS	Medical Review Officer review, verification, and related MRO services
Partner Vendors	Partner collection vendors, partner sites, and on-site collection vendors	Affiliated site testing, on-site collection, after-hours collection support, and local service delivery

Nao Medical will manage partner vendors through program instructions, service coordination, compliance expectations, documentation controls, communication pathways, and issue escalation. Partner vendors used for collection or on-site services will be expected to use appropriately qualified personnel and follow applicable testing, chain-of-custody, confidentiality, and reporting requirements.

Minimum Qualification Statement

Nao Medical confirms that it has more than five years of experience as a drug and alcohol testing vendor and is qualified to administer and manage drug and alcohol testing programs through its TPA model, laboratory partners, MRO partner, partner collection vendors, and occupational health program infrastructure.

Nao Medical will provide required supporting documentation, certifications, partner information, and related proof of qualification as requested by the State and as required by the solicitation.

3. Understanding the Scope of Work

Understanding of Required Services

Nao Medical understands that the State of West Virginia is seeking drug and alcohol testing services under an open-end contract for select pre-employment, reasonable suspicion / for-cause, and post-accident / incident testing. The solicitation requires these services to be available as needed by participating agencies on a 24-hour-per-day, 7-day-per-week basis.

Nao Medical also understands that the contract may support a combined workforce of more than 6,000 employees, including pre-employment testing for the Department of Health Facilities workforce of approximately 1,700 employees.

For this contract, Nao Medical will provide the testing services identified in the solicitation's commodity lines and specifications, including on-site testing, affiliated location testing, blind performance testing, and expert witness testimony when required.

Pre-Employment Testing

Nao Medical will provide pre-employment drug and alcohol testing services for State-designated candidates and employees as requested by authorized State representatives.

Nao Medical understands that pre-employment testing locations identified in the solicitation include:

- Mildred Mitchell-Bateman Hospital, Huntington, West Virginia 25705;
- William R. Sharpe, Jr. Hospital, Weston, West Virginia 26452; and
- Welch Community Hospital, Welch, West Virginia 24901.

For pre-employment testing, Nao Medical will support both on-site and affiliated location testing as required by the solicitation. Nao Medical will coordinate the testing request, direct the individual to the appropriate testing pathway, facilitate collection, maintain required chain-of-custody procedures, coordinate laboratory testing and MRO review, and report final confirmed results through secure channels to the authorized State contact.

Reasonable Suspicion / For-Cause Testing

Nao Medical will provide reasonable suspicion / for-cause drug and alcohol testing on an as-needed basis, including urgent and after-hours requests.

Upon notification of the need for reasonable suspicion / for-cause testing, Nao Medical will identify a vendor-affiliated testing location within one hour's drive of the employee to be tested, where such a location is available. If no such location is available, Nao Medical will coordinate specimen collection on Departmental premises or at another approved location, while maintaining privacy, confidentiality, and chain-of-custody requirements. The solicitation requires the vendor to provide the affiliated testing location within one hour's drive when available and to perform on-site collection when no such location is available.

Nao Medical will also provide any necessary paperwork to facilitate assignment to an affiliated testing location when an employee is directed to such a site.

Post-Accident / Incident Testing

Nao Medical understands that post-accident / incident testing may be required anywhere in the State of West Virginia.

Nao Medical will provide post-accident / incident drug and alcohol testing support through affiliated locations and on-site collection resources, depending on the incident location, urgency, and State request. Nao Medical will coordinate the request, identify the appropriate collection method, maintain privacy and confidentiality, secure chain of custody, and route the specimen for laboratory testing and MRO review.

When on-site post-accident testing is requested, Nao Medical will coordinate arrival at the requested location and readiness to conduct testing within the two-hour response requirement stated in the solicitation.

Affiliated Location Testing

Nao Medical will provide affiliated location testing through its West Virginia partner site network and qualified partner vendors.

Nao Medical understands that the solicitation requires affiliated testing locations accessible to each noted location within a one-hour drive of the employee's location. If an affiliated testing location is not available, on-site testing requirements apply.

Affiliated location testing will be used when it is the appropriate pathway for pre-employment, reasonable suspicion / for-cause, or other applicable testing requests. Nao Medical will provide or coordinate the required documentation needed for the employee or candidate to complete the testing event at the assigned location.

On-Site Testing

Nao Medical will provide on-site collection services when requested by the State or when an affiliated testing location is not available within the required access standard.

On-site testing may occur at Department offices, Department facilities, Departmental premises, or other locations as needed. The solicitation requires the vendor to collect specimens on Departmental premises upon request, provide conditions of privacy and confidentiality, and secure chain of custody using paper forms.

When on-site testing is requested for reasonable suspicion / for-cause or post-accident testing, Nao Medical will coordinate collector arrival and readiness to conduct testing within two hours of the request.

Drug Testing Scope

Nao Medical will provide drug testing that meets the solicitation's required minimum testing scope. At minimum, testing will include chemical analysis for:

- Amphetamines;
- Cannabinoids / THC;
- Cocaine;
- Opiates;
- Phencyclidines / PCP;
- Barbiturates;
- Benzodiazepines;
- Methadone;
- Propoxyphene; and
- Methaqualone.

Nao Medical will provide confirmatory testing on all positive drug screens using gas chromatography / mass spectrometry technology or other acceptable methods that meet industry standards, as required by the solicitation.

Alcohol Testing Scope

Nao Medical will provide alcohol testing when requested, including on-site alcohol testing using equipment approved by the U.S. Department of Transportation and found on the applicable Conforming Products List, using collection protocols found in 49 CFR Part 40. Nao Medical acknowledges that EtG testing is not required.

Nao Medical will provide confirmatory alcohol testing for all breath concentrations of .01 or higher, as required by the solicitation.

Blind Performance Testing

Nao Medical will submit blind performance test specimens to the laboratory on a quarterly basis for quality control purposes.

Nao Medical understands that blind performance specimens must use false identifiers, must be indistinguishable from regular specimens, and that results will be delivered and billed to the Office of Human Resources Management.

Expert Witness Testimony

Nao Medical will provide expert witness testimony upon request regarding the results and accuracy of specific employee testing if the results or subsequent actions are challenged by the employee. The solicitation requires the vendor to provide such expert witness testimony upon request.

Expert witness testimony will be provided only when requested and will be priced according to the solicitation's applicable expert witness testimony line item.

MRO Review and Result Reporting Scope

Nao Medical will provide Certified Medical Review Officer services as part of the testing program. The solicitation requires a Certified MRO certified in accordance with 49 CFR Part 40 and requires proof of MRO certification.

Nao Medical will provide confirmed test results to the Chief Human Resources Officer or designee through confidential means immediately upon confirmation by the MRO, but no later than 4:00 PM on the fourth business day following the date of the test, as required by the solicitation.

Nao Medical will report results using the required result categories: Negative, Positive, Abnormal, or Safety Concern.

4. Service Delivery Approach

Centralized Program Intake and Request Management

Nao Medical will serve as the centralized program administrator for receiving, coordinating, and tracking drug and alcohol testing requests under the contract.

Testing requests will be managed through a controlled intake process designed to confirm:

- the authorized State requestor;
- the participating agency, bureau, office, or facility;

- the employee or applicant information needed to initiate testing;
- the type of test requested;
- the required testing pathway;
- the testing location or incident location;
- the urgency of the request;
- the appropriate affiliated site or on-site collection option; and
- the required reporting recipient.

Nao Medical understands that the State will provide a comprehensive list of individuals from each Facility, Bureau, or Office who are authorized to request testing and receive results. Nao Medical will use that list to control request intake, result distribution, and communication with State representatives.

This intake process will allow Nao Medical to route each request appropriately while maintaining consistency, confidentiality, and accountability.

Authorized Requestor Workflow

Nao Medical will only process testing requests from individuals authorized by the State or from other State-approved communication pathways identified during implementation.

The authorized requestor workflow will include:

1. Receiving the request;
2. Confirming requestor authority;
3. Confirming the test type and testing reason;
4. Confirming the employee, applicant, or incident details;
5. Determining whether the test should be conducted at an affiliated location or on site;
6. Providing the appropriate instructions or dispatching an on-site collection resource;
7. Tracking the collection event through completion; and
8. Coordinating result reporting to the approved State contact.

For urgent reasonable suspicion / for-cause and post-accident situations, this workflow will be streamlined to support rapid response while still maintaining authorization, documentation, and chain-of-custody controls.

Scheduling and Site Assignment

For scheduled testing, including pre-employment testing, Nao Medical will coordinate site assignment based on the candidate's or employee's location, the applicable testing requirement, site availability, and the services required.

Nao Medical will use affiliated partner sites where appropriate. When a partner site is assigned, Nao Medical will provide or coordinate the necessary paperwork and instructions for the individual to complete testing at that location.

For reasonable suspicion / for-cause testing, Nao Medical will identify a vendor-affiliated testing location within one hour's drive of the employee's location where available. If no such location is available, Nao Medical will coordinate on-site collection, consistent with the solicitation's requirement.

For post-accident / incident testing, Nao Medical will determine the most appropriate response based on the incident location, urgency, and collection resource availability, recognizing that post-accident testing may be required anywhere in West Virginia.

After-Hours and Emergency Response

Nao Medical will support after-hours drug and alcohol testing requests through a 24/7 response model.

Nao Medical will provide:

- an emergency telephone number for after-hours collection services;
- an account manager or designee available 24 hours per day, 7 days per week;
- coordination of unscheduled reasonable suspicion / for-cause testing;
- coordination of unscheduled post-accident / incident testing; and
- escalation support for urgent operational issues.

The solicitation requires 24-hour unscheduled specimen collection for reasonable suspicion / for-cause and post-accident testing and requires an account manager or designee to be available 24/7 to answer questions and resolve issues.

When an after-hours request is received, Nao Medical will determine whether the event can be routed to an affiliated location or requires on-site collection. If on-site collection is required, Nao Medical will coordinate dispatch of an appropriate collection resource.

On-Site Dispatch and Two-Hour Response

Nao Medical will coordinate on-site collection when requested by the State or when no affiliated testing location is available within the required access standard.

For on-site reasonable suspicion / for-cause or post-accident testing, Nao Medical will coordinate collector arrival and readiness to conduct testing within **two hours** of the State's request, as required by the solicitation.

The on-site dispatch process will include:

1. Confirming the location and authorized requestor;
2. Confirming whether drug testing, alcohol testing, or both are required;
3. Assigning the appropriate collection resource;
4. Providing the collector with required instructions;
5. Confirming estimated arrival and readiness;
6. Supporting privacy and confidentiality at the collection location;
7. Completing the required collection documentation;
8. Securing chain of custody; and
9. Coordinating specimen transport for laboratory testing where applicable.

Nao Medical will use qualified partner vendors and on-site collection resources to support this requirement.

Collection Workflow

Nao Medical's collection workflow will be designed to meet the solicitation's requirements for proper collection, privacy, confidentiality, chain of custody, storage, and transportation.

The standard collection workflow will include:

1. Identity and authorization confirmation;
2. Test reason and test type confirmation;
3. Completion of required custody and control documentation;
4. Specimen collection by qualified personnel;
5. Split specimen collection when required;
6. Secure labeling and packaging;
7. Chain-of-custody completion;
8. Specimen transfer or transport to the appropriate laboratory;
9. Laboratory testing;
10. MRO review; and
11. Secure result reporting.

The solicitation requires collection, storage, testing, and confidentiality protocols consistent with 49 CFR Part 40. It also requires the split sample method for collection, handling, and storage, and requires transportation of specimens to the appropriate testing laboratory in accordance with 49 CFR Part 40.

Alcohol Testing Workflow

When alcohol testing is requested, Nao Medical will coordinate testing using appropriate qualified personnel and approved equipment.

The alcohol testing workflow will include:

1. Request and authorization confirmation;
2. Employee or applicant identification;
3. Use of DOT-approved alcohol testing equipment where applicable;
4. Completion of required alcohol testing documentation;
5. Initial alcohol test;
6. Confirmatory alcohol test for breath concentrations of .01 or higher;
7. Documentation of the result; and
8. Secure reporting to the authorized State contact.

Nao Medical acknowledges that the solicitation requires alcohol testing equipment approved by the U.S. Department of Transportation and listed on the applicable Conforming Products List, using 49 CFR Part 40 protocols. The solicitation also requires confirmatory alcohol testing for all breath concentrations of .01 or higher.

Laboratory and MRO Coordination Workflow

After collection, Nao Medical will coordinate the required laboratory and MRO steps through its designated program process.

The workflow will include:

1. Specimen shipment or transfer to the appropriate laboratory;
2. Laboratory accessioning and testing;
3. Confirmatory testing where required;
4. Transmission of laboratory results for MRO review;
5. MRO verification and confirmation;
6. Final result classification; and
7. Secure result reporting to the authorized State recipient.

Nao Medical will monitor the movement of testing events through the laboratory and MRO process to support the required result reporting timeline. The solicitation requires final confirmed results to be provided immediately after MRO confirmation, but no later than 4:00 PM on the fourth business day following the date of the test.

Secure Result Reporting

Nao Medical will report confirmed results only to authorized State recipients.

Result reporting will be conducted through secure email or another State-approved secure method. The solicitation specifically requires that testing results be provided by secure email.

Nao Medical will use the result categories required by the solicitation:

- Negative;
- Positive;
- Abnormal; and
- Safety Concern.

Nao Medical will maintain controls to prevent unauthorized release of test results or personally identifiable information.

Issue Escalation and Communication

Nao Medical will maintain an escalation structure to support routine communication, urgent issue resolution, and contract performance oversight.

Escalation may include:

1. Program intake / scheduling coordination;
2. Account manager or designee;
3. Lead Project Manager;
4. Lead Project Administrator;
5. Lead Project Medical Supervisor;
6. Senior executive oversight, when required.

Escalation will be used for matters such as urgent testing coordination, after-hours support, site access issues, delayed collections, reporting questions, documentation issues, partner vendor coordination, and corrective action.

Continuity of Service

Nao Medical's TPA model is designed to support continuity of service through multiple service pathways. Where one affiliated location is unavailable or unsuitable for a specific request, Nao Medical will seek to route the request through another appropriate partner site or coordinate on-site collection.

This approach is intended to support the State's open-end contract structure, variable testing volume, multiple agency locations, and time-sensitive testing needs without requiring the State to coordinate separately with laboratories, MRO resources, collection sites, and on-site vendors.

5. Laboratory, MRO, and Testing Compliance

Laboratory Partners

Nao Medical will coordinate laboratory testing services for this contract through the following laboratory partners:

Laboratory Partner	Role
Quest Diagnostics	Drug testing laboratory services and related laboratory support
Corporate Reference Laboratory	Drug testing laboratory services and related laboratory support

Nao Medical will use these laboratory partners to support the State's required drug testing services, including specimen testing, confirmatory testing, laboratory reporting, and coordination with the Medical Review Officer process.

SAMHSA-Certified Laboratory Requirement

Nao Medical acknowledges that the solicitation requires use of a SAMHSA-certified laboratory for drug testing services and that CLIA certification alone is not acceptable under the solicitation.

Nao Medical confirms that its identified laboratory partners, Quest Diagnostics and Corporate Reference Laboratory, are SAMHSA-certified laboratories. Nao Medical will

provide SAMHSA certification documentation for the applicable laboratory partners with its bid package or upon request by the State.

Nao Medical will ensure that laboratory services performed under this contract are routed through the appropriate certified laboratory resources and are administered in accordance with the solicitation, applicable federal requirements, and applicable testing protocols.

Drug Testing Requirements

Nao Medical will provide drug testing services that meet the minimum drug analysis requirements identified in the solicitation.

At minimum, Nao Medical will coordinate testing for the following substances:

- Amphetamines;
- Cannabinoids / THC;
- Cocaine;
- Opiates;
- Phencyclidines / PCP;
- Barbiturates;
- Benzodiazepines;
- Methadone;
- Propoxyphene; and
- Methaqualone.

Nao Medical will ensure that testing is performed through its SAMHSA-certified laboratory partners and that results are routed through the required review and reporting process.

Confirmatory Drug Testing

Nao Medical will provide confirmatory testing for positive drug screens as required by the solicitation.

Positive drug screen results will be subject to confirmatory testing using gas chromatography / mass spectrometry or another acceptable method that meets industry standards, as permitted by the solicitation.

Nao Medical will coordinate confirmatory testing through its laboratory partners and will ensure that confirmed results are routed to the Medical Review Officer for review before final reporting to the authorized State representative.

Medical Review Officer Partner

Nao Medical will provide Medical Review Officer services through Doctors Review Service / DRS.

Doctors Review Service is an MRO group with multiple certified Medical Review Officers. DRS will support the required MRO review, verification, confirmation, and related MRO functions for the State's drug and alcohol testing program.

Nao Medical will provide documentation of applicable MRO certifications with its bid package or upon request by the State.

MRO Review and Verification

Nao Medical acknowledges that the solicitation requires a Certified Medical Review Officer certified in accordance with 49 CFR Part 40.

Nao Medical will coordinate MRO review through Doctors Review Service / DRS. The MRO process will support:

- review of laboratory-reported results;
- verification of confirmed results;
- appropriate handling of positive, negative, abnormal, and safety-concern results;
- confidential communication where required;
- final result confirmation; and
- secure reporting to the authorized State contact.

Nao Medical will not report final confirmed results outside the authorized reporting process.

Alcohol Testing Requirements

Nao Medical will provide alcohol testing services as requested by the State.

Alcohol testing will be coordinated using appropriate equipment, qualified personnel, and required documentation. For testing subject to U.S. Department of Transportation requirements, Nao Medical will use alcohol testing equipment approved by the U.S. Department of Transportation and listed on the applicable Conforming Products List.

Nao Medical acknowledges that the solicitation requires alcohol testing to be performed using the collection protocols found in 49 CFR Part 40 and that EtG testing is not required under this solicitation.

Confirmatory Alcohol Testing

Nao Medical will provide confirmatory alcohol testing for all breath concentrations of .01 or higher, as required by the solicitation.

When confirmatory alcohol testing is required, Nao Medical will ensure that the process is documented, completed by qualified personnel, and reported securely to the authorized State representative.

49 CFR Part 40 Compliance

Nao Medical will administer the drug and alcohol testing program in accordance with applicable requirements of 49 CFR Part 40, as required by the solicitation.

Nao Medical's compliance approach will include:

- use of qualified collection personnel;
- appropriate specimen collection procedures;
- split specimen collection, handling, and storage where required;
- chain-of-custody documentation;
- proper labeling and packaging;
- transportation of specimens to the appropriate laboratory;
- laboratory testing through SAMHSA-certified laboratory partners;
- MRO review through certified MRO resources;
- confidential handling of results; and
- secure reporting to authorized State recipients.

Nao Medical will require partner vendors involved in collection, on-site services, and related testing support to follow applicable collection, confidentiality, documentation, and chain-of-custody requirements.

Specimen Handling, Transportation, and Chain of Custody

Nao Medical will coordinate specimen handling and transportation in accordance with the solicitation and applicable 49 CFR Part 40 requirements.

Nao Medical's process will include:

1. proper completion of required custody and control documentation;
2. secure collection by qualified personnel;
3. split specimen handling where required;

4. secure specimen labeling and packaging;
5. maintenance of chain of custody;
6. transportation to the appropriate laboratory; and
7. tracking through laboratory testing, MRO review, and final result reporting.

Nao Medical acknowledges that improper collection, storage, labeling, testing, or related errors may affect payment and performance under the solicitation. Nao Medical will use quality controls and partner vendor oversight to reduce the risk of incomplete, inaccurate, or non-compliant testing events.

Laboratory and MRO Documentation

Nao Medical will provide or make available the following documentation as part of its bid package or upon request by the State:

- SAMHSA certification documentation for Quest Diagnostics;
- SAMHSA certification documentation for Corporate Reference Laboratory;
- applicable Doctors Review Service / DRS MRO certification documentation;
- documentation supporting use of qualified collection personnel, where applicable;
- testing process documentation, where requested; and
- other required certification or compliance documentation identified by the solicitation.

This documentation will support the State's requirement that the apparent successful vendor furnish proof of the required laboratory and MRO certifications.

6. Geographic Coverage and Site Access Plan

Coverage Approach

Nao Medical will support the State of West Virginia's drug and alcohol testing requirements through a combination of affiliated partner testing sites, partner collection vendors, and on-site collection resources.

Nao Medical's geographic coverage model is designed to support the solicitation's required service categories, including pre-employment testing, reasonable suspicion / for-cause testing, post-accident / incident testing, affiliated location testing, and on-site testing when required.

Nao Medical understands that services may be needed across multiple West Virginia locations and that post-accident / incident testing may be required anywhere in the State. Nao Medical will use its network-based TPA model to identify the most appropriate testing access point for each request, including routing individuals to an affiliated partner site when available or coordinating on-site collection when site-based testing is not practical or does not meet the solicitation's access requirements.

Attached West Virginia Network Site Spreadsheet

Nao Medical has included a spreadsheet with its proposal identifying West Virginia network sites available to support drug and alcohol testing services under this contract.

The attached spreadsheet includes available site information such as location, address, city, county, ZIP code, phone number, operating hours, network status, and available service indicators.

Nao Medical respectfully refers the State to the attached spreadsheet for the detailed site list. The spreadsheet should be reviewed as part of Nao Medical's geographic coverage plan and as support for Nao Medical's ability to provide affiliated testing site access throughout West Virginia.

Nao Medical may supplement, update, or expand the network site list as additional partner sites and on-site collection resources are finalized or as agency-specific service needs are identified during contract performance.

Pre-Employment Testing Access

Nao Medical understands that the solicitation identifies pre-employment testing needs connected to locations in Huntington, Weston, and Welch, West Virginia.

Nao Medical will coordinate pre-employment testing through affiliated network sites and/or on-site collection resources, depending on the location, State request, candidate needs, and site availability.

Where an affiliated site is used, Nao Medical will provide or coordinate the required testing instructions and documentation so the candidate may complete testing at the assigned location.

Reasonable Suspicion / For-Cause Site Access

For reasonable suspicion / for-cause testing, Nao Medical will evaluate the employee's location and identify an affiliated testing site within the required access standard where available.

If an affiliated testing location is not available within the required one-hour drive standard, Nao Medical will coordinate on-site collection through a qualified partner collection vendor.

Nao Medical's reasonable suspicion / for-cause access process will include confirming the authorized request, employee location, testing need, closest appropriate site, site availability, required paperwork, and whether the employee should be routed to an affiliated site or served through on-site collection.

Post-Accident / Incident Statewide Coverage

Nao Medical understands that post-accident / incident testing may be required anywhere in West Virginia. Because these events may be urgent, time-sensitive, or after hours, Nao Medical will support statewide response through its combination of affiliated network sites and on-site collection vendors.

For post-accident / incident testing requests, Nao Medical will determine whether the request is best supported through an affiliated testing site or on-site collection. This determination will be based on the incident location, urgency, required test type, site availability, and the State's operational needs.

When on-site collection is required, Nao Medical will coordinate with qualified partner collection vendors to support timely collection, documentation, chain of custody, laboratory processing, MRO review, and secure result reporting.

On-Site Collection

Nao Medical will use on-site collection as a response pathway when the State requests on-site testing, or as a backup when no affiliated testing location is available within the required access standard, when the testing event is urgent or after hours, when the incident location makes site-based testing impractical, or when the testing requirement is best supported at the Department facility, workplace, or incident location.

Nao Medical will coordinate on-site collection resources to support the solicitation's two-hour response requirement for on-site reasonable suspicion / for-cause and post-accident testing requests.

Ongoing Network Management

Nao Medical will continue to manage and update its West Virginia coverage network throughout the contract period. If additional locations, service gaps, or agency-specific needs are identified, Nao Medical will coordinate additional partner sites or on-site collection resources as needed to support contract performance.

Nao Medical's geographic coverage plan is intended to provide the State with flexible access to testing services while maintaining a single point of program administration, coordinated service routing, and consistent compliance oversight.

7. Confidentiality, Reporting, Records, and Invoicing

Confidentiality

Nao Medical will maintain strict confidentiality for all drug and alcohol testing information handled under this contract.

Nao Medical acknowledges that all test results are the property of the State of West Virginia and the participating Departments. Nao Medical will not release test results, employee information, applicant information, personally identifiable information, or other confidential program information to any party other than the authorized State recipient unless the State provides prior written authorization or disclosure is otherwise required under applicable law.

Nao Medical will require personnel, partner vendors, laboratory partners, and MRO resources supporting this contract to follow applicable confidentiality requirements.

Secure Result Reporting

Nao Medical will report confirmed results only to State-authorized recipients.

Results will be transmitted by secure email or another State-approved secure reporting method. Nao Medical will use controlled reporting procedures to ensure that results are not sent to unauthorized individuals or distributed outside the approved reporting pathway.

Nao Medical will report results using the categories required by the solicitation, including:

- Negative;
- Positive;
- Abnormal; and

- Safety Concern.

Final confirmed results will be reported immediately after MRO confirmation and within the timeline required by the solicitation.

Records Management and Retention

Nao Medical will maintain records related to performance under this contract in accordance with applicable requirements, including 49 CFR Part 40 where applicable.

Nao Medical will retain contract-related testing records for the period required by the solicitation, including retention for five years following the end of the contract period.

Records may include, as applicable:

- testing requests;
- custody and control documentation;
- collection documentation;
- laboratory result information;
- MRO review documentation;
- final result reporting records;
- invoice support records;
- activity summaries;
- blind performance testing records; and
- other contract performance records required by the solicitation.

Records Requests

Nao Medical will provide records held in performance of the contract within the timeframe required by the solicitation upon written request from the Chief Human Resources Officer or designee.

Nao Medical will coordinate records responses through controlled procedures to ensure that records are complete, accurate, and transmitted securely to the authorized State representative.

Invoice Activity Summaries

Nao Medical will submit invoices in accordance with the solicitation and will include a detailed written summary of testing program activity to support each invoice.

Invoice activity summaries may include, as applicable:

- agency or facility;
- testing date;
- testing category;
- testing type;
- quantity of tests;
- applicable commodity line;
- unit price;
- total amount;
- result status where appropriate and permitted;
- and other supporting information required by the State.

Nao Medical will not include confidential medical detail in invoice summaries beyond what is necessary and appropriate to support invoice review and contract administration.

Contract Usage Reporting

Nao Medical will provide reports requested by the Agency or Purchasing Division related to contract usage, including quantities purchased, agencies utilizing the contract, and total contract expenditures, as applicable.

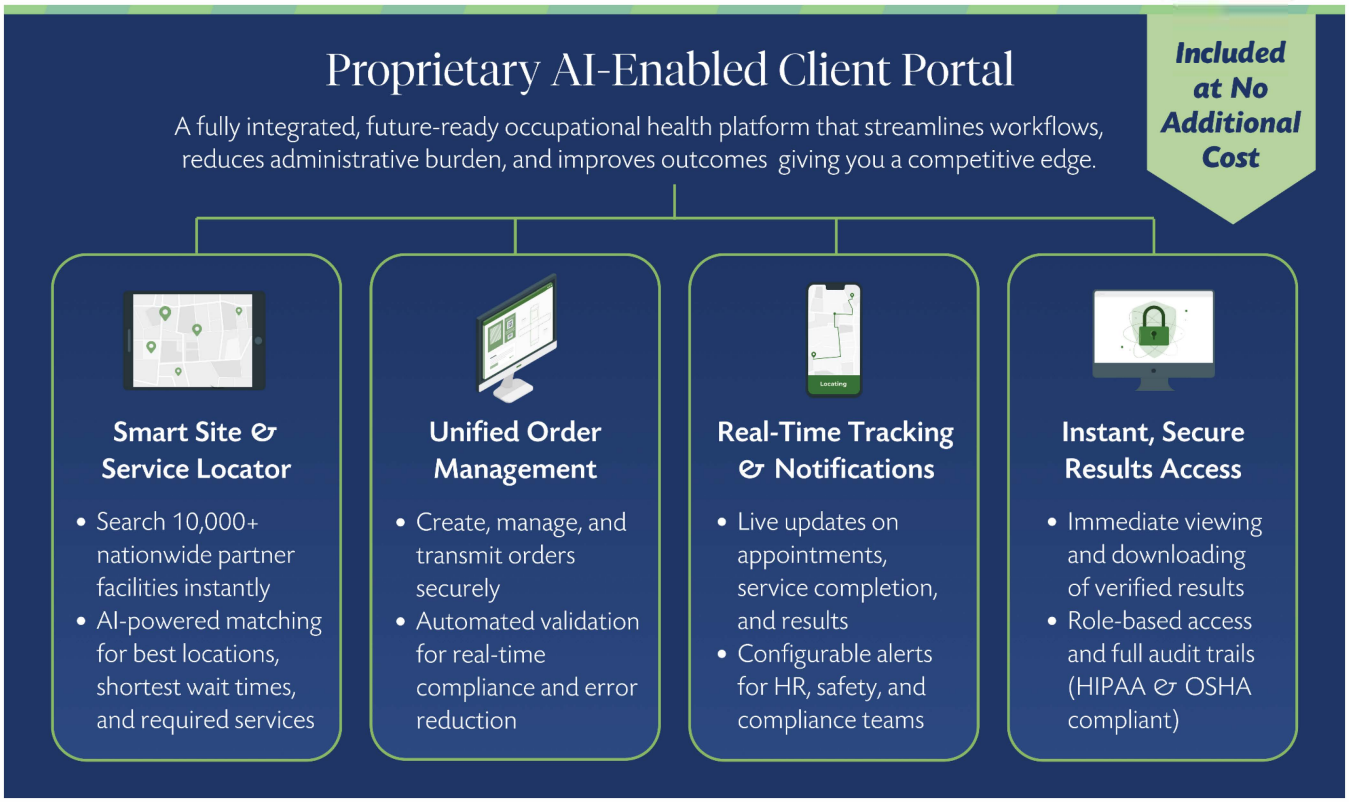
Nao Medical will also support quarterly and annual reporting requirements identified in the solicitation, including reporting related to quantities, dollar values, and contract activity where required.

Reporting Controls

Nao Medical will maintain internal controls to support accurate reporting, timely invoicing, and secure transmission of sensitive information.

These controls will include:

- use of authorized recipient lists;
- tracking of testing events from request through final reporting;
- separation of confidential result reporting from general invoice support where appropriate;
- review of invoice activity before submission;
- tracking of records request deadlines; and
- escalation of reporting or documentation issues when needed.



8. Project Management, Staffing, and Implementation

Project Management Structure

Nao Medical will assign a dedicated project management structure to support implementation, day-to-day coordination, issue resolution, and ongoing contract performance for the State of West Virginia.

Nao Medical's project team will provide a centralized point of coordination for testing requests, partner vendor coordination, laboratory and MRO workflow, reporting, invoicing support, and communication with authorized State representatives.

Key Personnel

Role	Name	Primary Responsibility
Lead Project Manager	Usman Farooq	Overall contract implementation, client coordination, operational oversight, and escalation management
Lead Project Administrator	Sharad Suri	Administrative coordination, documentation support, scheduling support, reporting coordination, and internal tracking
Lead Project Medical Supervisor	Michael Dominiak	Occupational health staff oversight, clinical operations coordination, and support for medically related workflow issues
Executive Oversight / CEO	Priti Jain, M.D.	Executive sponsorship, senior oversight, resource commitment, and executive-level escalation

Organization Chart

The above personnel will work with Nao Medical's operations team, partner vendors, laboratory partners, and Doctors Review Service / DRS to support contract performance.

Staffing and Certified Personnel

Nao Medical will use qualified personnel and partner vendor resources to support the required drug and alcohol testing services.

Staffing resources may include:

- certified collectors;
- qualified partner site personnel;
- qualified on-site collection personnel;
- breath alcohol testing personnel, where applicable;
- laboratory personnel operating under applicable laboratory certifications;
- certified MROs through Doctors Review Service / DRS;
- project administration personnel; and
- account management and escalation personnel.

Nao Medical will require partner vendors involved in collection and on-site services to use appropriately qualified personnel and follow applicable testing, documentation, chain-of-custody, confidentiality, and reporting requirements.

Account Management and 24/7 Support

Nao Medical will designate an account manager or designee available 24 hours per day, 7 days per week to support questions, urgent coordination, after-hours requests, and issue resolution.

Nao Medical will also provide an emergency telephone number for after-hours collection services. This support structure will allow authorized State representatives to request assistance for reasonable suspicion / for-cause and post-accident testing outside normal business hours.

Implementation Approach

Upon award, Nao Medical will coordinate implementation activities with the State to prepare the program for launch.

Implementation activities will include:

- confirming State contract contacts;
- receiving the authorized requestor and result recipient list;
- confirming agency, bureau, office, and facility communication pathways;
- finalizing reporting procedures;
- confirming secure email or other approved secure reporting methods;
- confirming invoice format and activity summary expectations;
- activating laboratory and MRO workflows;
- confirming West Virginia network site coverage;
- confirming on-site collection vendor coverage;
- confirming after-hours request procedures;
- establishing escalation contacts; and
- preparing partner vendors for contract-specific service requirements.

Go-Live Readiness

Before full program launch, Nao Medical will confirm that the required operational components are active and ready for use.

Go-live readiness items will include:

- emergency telephone number active;
- account manager or designee assigned;
- authorized requestor process confirmed;
- reporting recipient controls confirmed;
- partner site list available;
- on-site collection pathway active;
- Quest Diagnostics and Corporate Reference Laboratory workflows available;
- Doctors Review Service / DRS MRO workflow available;
- secure reporting procedure confirmed;
- invoice activity summary process established; and
- escalation process communicated to the State.

Escalation and Issue Resolution

Nao Medical will maintain a defined escalation process for routine and urgent issues.

Issues may be escalated for reasons such as site access problems, urgent after-hours requests, delayed collections, documentation questions, reporting issues, partner vendor coordination, laboratory or MRO workflow questions, invoice clarification, or corrective action.

Escalation will generally follow this structure:

1. Program coordination / scheduling support;
2. Account manager or designee;
3. Lead Project Manager;
4. Lead Project Administrator or Lead Project Medical Supervisor, depending on issue type;
5. Executive oversight, when required.

Nao Medical will use escalation to support timely communication, contract performance, and resolution of issues that could affect the State's testing program.

9. Quality Assurance and Performance Management

Quality Assurance Approach

Nao Medical will maintain quality assurance controls to support accurate, timely, confidential, and compliant drug and alcohol testing services under this contract.

Nao Medical's quality assurance approach will focus on:

- proper request intake;
- correct test classification;
- appropriate site or on-site collection assignment;
- qualified collection personnel;
- accurate chain-of-custody documentation;
- proper specimen handling and transport;
- laboratory processing through SAMHSA-certified laboratory partners;
- MRO review through Doctors Review Service / DRS;
- timely secure result reporting;
- accurate invoicing support; and
- responsive issue resolution.

Nao Medical will monitor the program from request intake through final reporting to reduce the risk of missed collections, late reporting, documentation errors, unauthorized disclosures, or incomplete testing events.

Compliance Controls

Nao Medical will administer the program in accordance with the solicitation requirements and applicable drug and alcohol testing standards.

Nao Medical's compliance controls will include:

- following applicable 49 CFR Part 40 collection, chain-of-custody, laboratory, MRO, and reporting requirements;
- using SAMHSA-certified laboratory partners for required laboratory testing;
- coordinating MRO review through certified MRO resources;
- maintaining confidentiality of employee, applicant, and testing information;
- limiting result reporting to authorized State recipients;
- retaining required records;
- using qualified partner vendors for collection and on-site services;
- monitoring partner vendor adherence to applicable requirements; and
- escalating and correcting service issues when identified.

These controls are intended to support consistent contract performance and reduce compliance risk across multiple agencies, locations, and testing scenarios.

Timeliness Monitoring

Nao Medical will track key milestones for each testing event to support the solicitation's timing requirements.

Tracked milestones may include:

- request receipt;
- authorization confirmation;
- site assignment or dispatch;
- collection resource confirmation;
- collector arrival for on-site events;
- collection completion;
- specimen transfer or shipment;
- laboratory receipt;
- laboratory processing;
- MRO review;
- final result confirmation; and
- secure reporting to the authorized State contact.

For on-site reasonable suspicion / for-cause and post-accident testing requests, Nao Medical will monitor dispatch and arrival readiness to support the solicitation's two-hour response requirement.

For result reporting, Nao Medical will monitor laboratory and MRO workflow to support final confirmed result delivery within the solicitation's required timeline.

Partner Vendor Oversight

Nao Medical will manage partner vendors through contract-specific expectations, coordination procedures, and performance monitoring.

Partner vendor oversight will include:

- confirming service availability;
- confirming applicable testing capability;
- requiring appropriately qualified personnel;
- communicating collection and documentation expectations;
- monitoring completion of assigned testing events;
- reviewing service issues;
- escalating urgent problems; and
- implementing corrective action when needed.

Nao Medical will remain responsible for overall program coordination and will act as the State's central point of contact for service delivery, regardless of whether a testing event is completed through an affiliated site or an on-site collection vendor.

Error Prevention and Corrective Action

Nao Medical will use preventive controls to reduce the risk of collection errors, documentation errors, specimen handling issues, delayed reporting, or unauthorized disclosure.

If a service issue is identified, Nao Medical will take corrective action appropriate to the issue. Corrective action may include:

- reviewing the event;
- confirming the root cause;
- communicating with the partner vendor, laboratory, MRO, or internal team member involved;
- correcting the workflow;

- providing additional instruction or retraining;
- replacing or reassigning a service resource when appropriate;
- documenting the resolution; and
- communicating with the State when required.

Performance Management

Nao Medical will monitor contract performance on an ongoing basis to support service reliability and responsiveness.

Performance management may include review of:

- testing volume;
- site usage;
- on-site dispatch activity;
- after-hours request activity;
- collection completion status;
- result reporting timeliness;
- issue escalation trends;
- invoice accuracy;
- record request responsiveness; and
- partner vendor performance.

Nao Medical will use this information to identify service improvements, address gaps, and maintain readiness for the State's open-end testing needs.

Liquidated Damages Awareness

Nao Medical acknowledges the solicitation's liquidated damages provision related to material failure to perform. Nao Medical will maintain quality assurance, timeliness tracking, partner vendor oversight, and corrective action procedures to reduce the risk of material nonperformance and support the State's need for reliable testing services.

10. Price Clarification

Nao Medical acknowledges that Lines 1 through 10 of the solicitation must be priced as all-inclusive, per-test rates, including travel time, certification of results, and proper reporting of results to the appropriate personnel. Nao Medical further acknowledges that the unit prices submitted in the State's procurement portal are the controlling prices for the applicable line items.

For scheduled on-site testing, including scheduled pre-employment testing or scheduled group testing events, Nao Medical's submitted pricing applies when the testing event is scheduled at least one week in advance and includes a minimum of seven donors at the scheduled on-site event. Under these conditions, Nao Medical is able to provide scheduled on-site group pricing because staffing, travel, supplies, routing, and collection logistics can be planned in advance. Nao Medical can accommodate testing requests on shorter notice; however, please note that unit pricing may be subject to adjustment to account for increased mobilization logistics, travel expenses, and instances where the donor volume falls below established minimum thresholds.

For affiliated location testing, Nao Medical's pricing is based on the employee, applicant, or donor presenting to an affiliated testing location rather than requiring an on-site collector dispatch. Because affiliated location testing does not require a dedicated on-site callout, Nao Medical is able to offer a lower all-inclusive per-test price for these line items. Nao Medical's affiliated location pricing is $60 per drug test and $60 per breath alcohol test / BAT, as entered in the State's procurement portal for the applicable affiliated location line items. This pricing includes the testing event coordination, collection at the affiliated location, standard processing coordination, certification of results, and proper reporting to the authorized State personnel, consistent with the solicitation's all-inclusive per-test pricing requirement.

For unscheduled on-site testing, including reasonable suspicion / for-cause testing and post-accident testing, Nao Medical's submitted per-test pricing reflects the higher operational cost of urgent response, collector mobilization, after-hours coordination where applicable, travel time, collection, result certification, and proper reporting. These events are commonly single-donor callouts and require immediate coordination even when only one employee is tested.

Nao Medical's pricing for unscheduled on-site reasonable suspicion / for-cause and post-accident testing is submitted as an all-inclusive per-test price. If multiple donors require testing during the same unscheduled callout event, Nao Medical may coordinate with the State to provide a more favorable price for each additional donor tested during the same

callout, to the extent permitted by the awarded contract, the State's ordering process, and applicable procurement requirements.

Nao Medical confirms that it will not bill a separate callout fee unless such fee is expressly authorized by the awarded contract. Any pricing submitted in the portal for Lines 1 through 10 is intended to include the full service required for the applicable line item, including travel time, collection, certification of results, and proper reporting.

11. Summary and Conclusion

Statcare Urgent & Walk-In Medical Care PLLC DBA Nao Medical appreciates the opportunity to submit this response to the State of West Virginia for CRFQ 0506 HHR2600000001 – Drug and Alcohol Testing Services.

Nao Medical understands the importance of providing the State with a responsive, compliant, and well-coordinated drug and alcohol testing program that supports pre-employment, reasonable suspicion / for-cause, post-accident / incident, affiliated location, and on-site testing needs. Nao Medical's proposed approach is built around centralized program administration, qualified partner vendors, SAMHSA-certified laboratory partners, certified MRO support through Doctors Review Service / DRS, secure reporting, and adherence to applicable testing, confidentiality, and chain-of-custody requirements.

Nao Medical brings seven years of experience administering and managing drug and alcohol testing programs for public-sector, transportation, municipal, county, education, and state agency clients across multiple states. This experience includes DOT and non-DOT testing, after-hours post-accident response, reasonable suspicion testing, pre-employment testing, random testing programs, occupational health services, and multi-site program coordination.

Through its TPA model, Nao Medical will provide the State with a single point of coordination while managing the necessary laboratory, MRO, affiliated site, on-site collection, reporting, invoicing, and compliance components required for contract performance. Nao Medical's West Virginia network site spreadsheet, submitted with this proposal, further supports its ability to provide affiliated testing access and coordinate service delivery across the required service areas.

Nao Medical accepts the terms, conditions, specifications, compliance requirements, pricing requirements, reporting requirements, insurance requirements, federal funds provisions, and other obligations set forth in the solicitation and takes no exceptions. If Nao Medical is

identified as the intended awardee, Nao Medical will complete all required West Virginia Purchasing Division vendor registration steps and pay any applicable registration fees prior to contract award.

Nao Medical is committed to supporting the State of West Virginia with reliable service, timely response, secure communication, accurate reporting, and professional administration of the drug and alcohol testing program throughout the term of the contract.

Thank you for your consideration.
Nao Medical Team

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