



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

Request for Quotation

RFQ NUMBER
BCF60607

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**B FRANCISCO
 304-558-0468**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - OFFICE OF FAMILY SUPPORT
 VARIOUS LOCALES AS INDICATED

DATE PRINTED 03/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/18/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****REQUEST FOR QUOTATION***** OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF CHILDREN AND FAMILIES FOR A VENDOR TO PROVIDE DRUG AND ALCOHOL TESTING SERVICES. THIS IS FOR CHILD PROTECTIVE SERVICES THROUGHOUT THE STATE OF WEST VIRGINIA IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND DRUG AND ALCOHOL TESTING POLICY.</p> <p>*****PLEASE NOTE THAT THERE IS A MANDATORY PRE-BID MEETING. ***** *****A MANDATORY PRE-BID CONFERENCE SHALL BE CONDUCTED AT 1:30 PM ON MONDAY, APRIL 27, 2006. IT WILL TAKE PLACE AT THE DIAMOND BUILDING, 350 CAPITOL STREET, CHARLESTON, WV, 25301. REPORT TO THE SECURITY WINDOW IN THE MAIN LOBBY TO OBTAIN A VISITOR'S PASS AND INSTRUCTIONS ON MEETING LOCATION.*****</p> <p>SCHEDULE OF EVENTS: RELEASE OF RFQ: MARCH 31, 2006 VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE: (CLOSE OF BUSINESS) APRIL 17, 2006 MANDATORY PRE-BID CONFERENCE: APRIL 27, 2006 ADDENDUM ISSUED: MAY 4, 2006 BID OPENING DATE: MAY, 18, 2006</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: WV-96 AGREEMENT ADDENDUM: (1 PAGE) W-9 (1 PAGE) AFFIDAVIT (1 PAGE)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		193-88		
<p>BCF60607 DRUG AND ALCOHOL SCREENING SPECS: (5 PAGES) DHHR BCF-DRUG AND ALCOHOL TESTING POLICY: (4 PAGES) WV DHHR BCF-LOCAL COUNTY OFFICE DIRECTORY: (3 PAGES)</p> <p>TESTS FOR EXAMINATION OF BODY FLUIDS</p> <p>THE WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF CHILDREN AND FAMILIES IS REQUESTING BIDS FOR A VENDOR TO PROVIDE DRUG AND ALCOHOL TESTING SERVICES FOR ALL LOCATIONS WITHIN THE STATE OF WEST VIRGINIA IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

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<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, APRIL 17, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>BETTY FRANCISCO DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: BFRANCISCO@WVADMIN.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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<p>REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p>						

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<p>OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

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<p>CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p>						

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<p>STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----FILE 22-----</p> <p>RFQ. NO.:-----BCF60607-----</p> <p>BID OPENING DATE:-----MAY 18, 2006-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Provider Tax Identification Reporting Form

Organization/Individual Name: _____

Federal Employer Identification Number (FEIN) or Social Security Number: _____

Business Address: _____

Payment Address: _____

Telephone Number () _____ **Contact person:** _____

I wish to withdraw because: _____

I wish to continue providing services (If you mark this box, you must complete the remainder of the form)

Pursuant to Internal Revenue Service regulations, Providers must furnish their taxpayer identification number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment.

ENTER YOUR NAME AND ADDRESS EXACTLY AS YOU ENTER THEM ON YOUR IRS INCOME TAX FORMS

1099/Tax Name: _____

1099/Tax Address: _____

Federal Employer Identification Number (FEIN): _____ **or Social Security Number:** _____

List the Type of Service you are Approved/Licensed to provide:

TYPE	COUNTY (IF APPLICABLE)
_____	_____
_____	_____

Type of Business of Provider (Check One) Individual Sole Proprietorship Partnership
 Government/Non Profit Corporation Public Services Corporation Estate Trust

Other Tax Account Number(s) (if applicable): _____ **State Sales Tax/Use Tax Number:** _____

State Unemployment Tax Number: _____ **State Corporation Income Tax Number:** _____

State Employers Withholding Tax Number: _____

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief it is true, correct, and complete.

Name (Print): _____ **Signature:** _____

Date: _____ **Telephone: ()** _____ **Title:** _____

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

“Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

Purpose: The Department of Health and Human Resources (DHHR), Bureau for Children and Families (BCF), is seeking bids to obtain drug and alcohol-testing services for court ordered child protective services (CPS) cases and child protective cases. Youth Services will include any child whom the court recognizes as a status offender and has ordered a drug screen.

General Requirements: Vendor will provide timely drug screening and alcohol testing for all 55 counties in the State of West Virginia.

Specific Services: Vendor will be responsible for the timely collection, analysis, certification of results, and proper reporting of the results to the respective Department of Health and Human Resources' District office in accordance with the Department of Health and Human Resources, Bureau for Children and Families' *Drug and Alcohol Testing Policy*. (See attached Policy).

Vendor shall provide the testing services:

1. Prior to conducting each screening, the Vendor must obtain the approval of the Bureau's ASO Contractor (currently APS HealthCare, subject to change) (<http://www.wvdhhr.org/bcf/aso/>) to assure that the services requested are in accordance with the *Drug and Alcohol Testing Policy*.
2. Vendor will not charge DHHR/BCF for specimen adulteration assays.
3. Vendor will not charge DHHR/BCF for handling of rejected specimens or those otherwise unfit for testing.
4. Vendor must include the cost of a qualified Medical Review Officer (MRO) in their per test cost.
5. Test results must be available to DHHR/BCF staff within 120 hours.
6. Vendor should include quantitative levels to show increase/decrease of use to established individual baselines.
7. Vendor shall provide testing services from 8:30 a.m. until 5:00 p.m. including mobile testing to all counties. After hours services (including Saturday and Sunday collections, if necessary) shall be required when there is reasonable suspicion of drug/alcohol abuse or when court orders an immediate testing.
8. Vendor shall provide for the submission of blind samples as required by Federal regulation.
9. The State of West Virginia shall not accept any exclusive provision or arrangements that prohibit competition among vendors.

10. Vendor shall ensure that strict rules of confidentiality must be maintained at all times. All test results and material acquired shall become the property of the DHHR/BCF and the State of West Virginia. Information shall not be released without prior express written consent of the DHHR/BCF.
11. When requested by DHHR, the Vendor shall provide Expert Witness testimony to support and/or defend the drug and alcohol testing services performed herein.
12. Vendor shall provide information and costs, with the bid, for any other services they provide relevant to drug and alcohol testing services.
13. Vendor shall provide the DHHR, Division of Payments with a written recapitulation of the testing program activity on a monthly basis.
14. The DHHR/BCF will not pay the selected vendor for waiting time. A collection is complete only after every client has met his/her testing obligations.
15. The DHHR/BCF will not pay the selected vendor for initial set-up fee or for any renewal fees if the contract is renewed.
16. The vendor must carry commercial general liability insurance at a minimum of \$1,000,000. The successful vendor must provide a certificate of insurance –prior to the award of a contract.
17. With approval of the Purchasing Division, the DHHR/BCF reserves the right to reject any and/or all bids and to select the bid that is low bid meeting all terms and conditions of the Request for Quotations.

Compliance with Law and Regulations: Vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. Vendor must be governed by the laws of the State of West Virginia. Vendor shall comply with all related federal and state laws and regulations.

Record Retention and Confidentiality: Vendor will maintain records pertaining to the contract for five (5) years following the termination of any litigation relating to the contract if the litigation has not terminated with the above five (5) year period.

Changes in Scope: Formal contract amendments and change orders will be negotiated by the Department with the vendor, whenever necessary, to address changes to the terms and conditions, costs of, or scope of work included under the contract. An approved contract amendment means one approved by the Department of Health and Human Resources, the Department of Administration, and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision or

the scope of the work performed by the vendor. Vendor shall not change the scope of services to be conducted without the approval of the State.

As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the vendor shall provide the State a written statement that the change has no price impact on the contract or if there is a price impact, provide a description of the price increase or decrease involved in implementing the change.

No changes in scope to the project will be implemented by the vendor until such time as an approved change order is received.

Invoices and Payments: Vendor shall submit monthly invoices, in arrears, to the Bureau of Children and Families, Office of Finance and Administration for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the dates, type of test, and cost per test. The Bureau of Children and Families reserves the right to reject any or all invoices for which proper documentation has not been provided. State law forbids payment of invoices prior to receipt of services.

With the Bid:

- A) Vendor must provide information relating to their experience and reliability in regard to drug and alcohol testing programs for at least, the last 5 years. Vendors must provide a listing of a minimum of five (5) organizational references and clients who may have knowledge of the vendor's ability, reliability and experience.**
- B) Vendor must identify their Medical Review Officer and his/her experience.**

Evaluation Process: Bids will be evaluated as to the lowest responsible bidder meeting specifications. The Agency would prefer to award to a single vendor. However, the Agency reserves the right to make a progressive award that will be made in the order of the lowest responsible vendor's bid up to the highest vendor's bid. The low bidder will be contacted first for the services. If they have no one available at that time, the second lowest bidder will be contacted, and so on.

Prior to contract award, the successful vendor shall:

- 1) Be registered with the Purchasing Division of the Department of Administration.
- 2) Provide a WVDHHR W-9 Form.
(http://www.wvdhhr.org/bcf/aso/documents/WV_DHHR_W9.pdf)
- 3) Provide a signed a WV-96 Form – Agreement Addendum (Revised 5/94) and a No Debt Affidavit (Revised 02/08/06).

Location of Screens and Projected Number of Tests

Location	Estimated number of Yearly Tests
Region I	
Brooke/Hancock/Ohio	157
Marshall/Wetzel/Tyler	0
Pleasants/Ritchie/Doddridge	27
Marion/Monongalia	114
Harrison	16
Wood	10
Gilmer/Calhoun/Wirt	9
Region II	
Jackson/Roane/Mason	23
Putnam	15
Kanawha	135
Cabell	37
Lincoln	2
Boone	45
Wayne	10
Mingo	100
Logan	58
Region III	
Jefferson/Berkley/Morgan	102
Hampshire/Mineral	5
Pendleton/Grant/Hardy	7
Tucker/Randolph	11
Barbour/Taylor/Preston	17
Lewis/Upshur	46
Region IV	
Braxton/Clay	29
Webster	101
Nicholas	341
Greenbrier/Pocahontas/Summers/Monroe	117
Mercer	305
McDowell	1
Wyoming	74
Raleigh	96
Fayette	10
Total	2020

Bid Schedule

Vendor's quotation must include pricing for the following goods and services as specified:

	Description of Services (a)	Estimated Annual Usage (b)	Unit price	Amount
1.	Drug/Alcohol Screening	2020 tests	x	=
2.	After-Hours Drug/Alcohol Screening	86 tests	x	=
3.	Expert Witness Testimony	10 hours	x	=
Total				=

(a) Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor.

(b) Estimates are only used to evaluate costs and do not constitute an obligation to purchase. Actual usage will depend upon the needs of the agency.

Vendor's services are available by contacting _____ at
Name of contractor's coordinator

Telephone number () _____

FAX number () _____

E-mail address _____

 Vendor Name

 Date

 Name of Authorized Representative

 Title

Department of Health and Human Resources

Bureau for Children and Families - Drug and Alcohol Testing Policy

Drug and Alcohol Testing Policy

I. General Policy Statement

This policy provides for the implementation of an alcohol and drug-testing program for the Department of Health and Human Resources, Bureau for Children Families (BCF) to follow to ensure children are in a safe environment.

II. Purpose

The purpose of this policy is three-fold: 1. To ensure an individual is complying with their drug treatment program. 2. To comply with court ordered drug/alcohol testing of an individual. 3. To ensure a child or status offender is complying with their drug treatment program.

III. Applicability

This policy applies to all Child Protection Service (CPS) referrals that as a part of drug treatment require drug testing and to status offender referral that are court ordered to be drug screened.

IV. Definitions:

- Referral – anyone (adult or child) for whom the DHHR/BCF has requested and/or has a court order to receive drug and alcohol testing.
- Drug and Alcohol Testing – chemical analysis for the purpose of detecting alcohol and illegal drugs.
- Testing Laboratory – a medical laboratory, unaffiliated with DHHR that is capable of performing a chemical analysis for the purpose of detecting alcohol and drugs.
- Laboratory Positive Result – determination by the testing laboratory, following chemical analysis, that drug(s) or drug metabolite(s) or alcohol was present in the sample.
- Abnormal Test Result – results of chemical analysis indicating that the properties of the sample are inconsistent with normal human values or that the sample is otherwise invalid. Abnormal test result can mean, but is not consistently limited to:
 - A result indicating that the sample is adulterated (i.e. contains a substance that is not expected to be present.
 - Or contains a substance that is expected to be present but at a concentration so high that it is inconsistent with normal limits

Department of Health and Human Resources Bureau for Children and Families - Drug and Alcohol Testing Policy

- Or dilute (has creatinine and specific gravity values that are lower than expected)
- Or substituted (has creatinine and specific gravity values that are so diminished that they are not consistent)
- Or otherwise contains an unidentified adulterant or an unidentified interfering substance
- Has abnormal physical characteristics
- Or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.

V. Procedures

1. Referrals for Drug/Alcohol Testing

- a. DHHR worker will inform the referral of the testing requirement and that the testing will be performed by a non-governmental business.
- b. DHHR worker will generate a Families and Children Tracking System (FACTS) referral form that will be submitted to the contractor prior to the testing.
- c. Prior to conducting the screen, the Vendor (as an approved provider through socially necessary services) will request authorization/approval of the Bureau's ASO Contractor (currently ASP HealthCare, subject to change).
- d. At the time the sample is collected, the referral will complete and sign a chain of custody form. This form will require the referral to list all prescription and over-the-counter medications currently in their body system.
- e. If the testing laboratory obtains a positive test result, a second confirmation test will be conducted via a Gas Chromatography Mass Spectrometry (GCMS), using the same sample.
- f. All test results are to be sent from the testing laboratory to the Laboratory Manager or designee.
- g. The Laboratory Manager or designee is responsible for protecting the confidentiality of the results while forwarding the results to the District DHHR office/worker who requested the testing.
- h. The contractor will set up and maintain a file on each drug screen including a copy of the referral and other documentation required for approval of the service.
 - 1) If the Laboratory Manager or designee' receives a negative test result from the testing laboratory, or if the Laboratory Manager or designee' receives a positive or abnormal test result from the laboratory and the referral provided a legitimate

**Department of Health and Human Resources
Bureau for Children and Families - Drug and Alcohol Testing Policy**

medical explanation for the result, then the Laboratory Manager or designee' will report to the DHHR worker the result was negative.

- 2) If the Laboratory Manager or designee' receives a positive or abnormal test result from the testing laboratory, the Laboratory Manager or designee' must contact the DHHR worker immediately.

2. For Cause Drug Testing Protocol

- a. On an emergency basis, DHHR may order drug or alcohol testing for a referral; if there is probable cause under any of the following circumstances:
 - 1) The referral's behavior, appearance or odor should cause reasonable suspicion that the referral is under the influence of drugs or alcohol; and an immediate drug screen is indicated.
 - 2) The court orders the referral to receive a drug/alcohol screen on an emergency basis.
- b. If the referral refuses to submit to a drug or alcohol test, the DHHR district office/worker should be notified immediately.
- c. The sample will be tested for at least the following substances: alcohol, marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), barbiturates, oxycodone, benzodiazepines, propoxyphene and methadone or derivatives thereof. The sample may be tested for other drugs as deemed prudent and/or necessary. The use of the 9-panel screen is preferable.
- d. At the time the sample is collected, the referral will complete and sign a chain of custody form. This form will require the referral to list all prescription and over-the-counter medications currently in their body system.
 - 1) If the laboratory obtains a laboratory positive result, a second confirmation test will be conducted by Gas Chromatography Mass Spectrometry (GCMS), using the same sample.
 - 2) All test results are to be sent from the testing laboratory to the DHHR district worker requesting the screen.

3. Testing Procedures

- a. Referral must produce photo identification at the time of testing.
- b. Prior to collecting the sample, the testing personnel must review the collection procedures with the referral.
- c. If the referral refuses to submit to a drug or alcohol test, the DHHR district office/worker should be notified immediately.
- d. If the testing procedure requires a urine sample, the referral (individual) will be given a sealed collection kit. The lab testing personnel open the

Department of Health and Human Resources Bureau for Children and Families - Drug and Alcohol Testing Policy

collection kit, and the referral will take the specimen cup into the bathroom for specimen collection.

- e. Referrals being tested will be required to leave all jackets, coats, purses, briefcases, etc., as well as the contents of all pockets, with lab testing personnel.
- f. Faucets in the bathroom where the sample is to be collected will be secured with breakable evidence tape to insure that water cannot be added to the specimen. If the faucets are turned on during the collection process, the test will be repeated.
- g. A coloring agent will be added to the toilet bowl water. Referrals being tested may not flush the commode during the collection process. If a referral should flush the commode during the collection process, the test will be repeated.
- h. The specimen collected must be at least 45ml to be valid. The lab testing personnel will check the temperature of the specimen with four minutes of its receipt. If a referral being tested cannot produce the required 45ml of urine or if the specimen is not within the required temperature range, the referral will be instructed to stay on site, in the collection area, until an adequate specimen has been obtained. If an referral refuses to stay and complete the collection process, or if an referral attempts to substitute, dilute, adulterate, or otherwise tamper with a collected specimen, this needs to be reported to the District DHHR office/worker immediately and should be included in the testing report.
- i. Lab personnel, in the sight of the referral, will divide the specimen into two specimens.
- j. The referral being tested will initial the bottle seal of each specimen in the two specified areas as directed by the lab personnel.
- k. The referral being tested will then sign the certification statement and/or chain of custody or other appropriate forms as directed.
- l. The fact that a referral is undergoing a drug test, as well as any results of such test, and anything that occurs during the testing process will be confidential information.

**WV Department of Health & Human Resources
Bureau for Children and Families
Local County Office Directory**

The WV Department of Health and Human Resources (WV DHHR) comprises the central offices of Client Services; Family Support; and Social Services and the following county offices where clients may seek assistance.

Dain: DHHR employees are to use these agency telephone lines for cost-efficient telephone calls. The addresses in () denote a physical address when the office uses a postal box to receive their mail.

COUNTY	PHONE	FAX	MAILING ADDRESS	PHYSICAL ADDRESS
Barbour	457-2780	457-9824	209 South Main St. Philippi, WV 26416	
Berkeley	267-0100	267-0123	P.O. Box 1247 Martinsburg, WV 25402	433 Mid-Atlantic Park
Boone	369-7802	369-7816	P.O. Box 970 Danville, WV 25053	156 Resource Lane Foster, WV 25081
Braxton	765-7344	765-3694	1920 Sutton Lane Sutton, WV 26601	
Brooke (See Hancock)				
Cabell	528-5800	528-5523	2699 Park Avenue, Suite 100 Huntington, WV 25704	
Calhoun	354-6118	354-7076	P.O. Box 280 Grantsville, WV 26147	404 Main Street
Clay	587-4268	587-2567	P.O. Box 969 Clay, WV 25043	94 Main Street
Doddridge	873-2031	873-3078	115 Main St. West Union, WV 26456	
Fayette	465-9613	465-7288	1400 Virginia Street Oak Hill, WV 25901	
Gilmer	462-7358	462-7383	494 Walnut St. Glenville, WV 26351	
Grant	257-4211	257-1569	15 Grant St., Suite 1 Petersburg, WV 26847	
Greenbrier	647-7476	647-7486	150 Maplewood Ave. Lewisburg, WV 24901	
Hampshire	822-3841	822-3846	P.O. Box 1736 Romney, WV 26757	132 W. Sioux Lane

Date: Revised 11/01/05
Source Bureau for Children and Families
Title: A-Z CO-LIST
Phone: (304) 558-0982

COUNTY	PHONE	FAX	MAILING ADDRESS	PHYSICAL ADDRESS
Hancock	794-3060	794-4169	100 Municipal Plaza, Suite 600 Weirton, WV 26062	
Hardy	538-2391	538-2476	112 Beans Lane Moorefield, WV 26836	
Harrison	627-2295	627-2171	P.O. Box 1877 Clarksburg, WV 26302	633 West Pike Street
Jackson	372-7885	372-7888	2139 Cedar Lakes Road Ripley, WV 25271	
Jefferson	725-3464	728-0529	P.O. Box 984 Charles Town, WV 25414	239 Willow Spring Drive
Kanawha	746-2360	558-0851	4190 W. Washington St. Charleston, WV 25313	
Lewis	269-6820	269-0544	P.O. Box 1268 Weston, WV 26452	91 Arnold Avenue
Lincoln	824-5811 756-3012	824-7811	P.O. Box 468 Hamlin, WV 25523	8209 Court Avenue
Logan	792-7095	792-7003	195 Dingess Street Logan, WV 25601	
McDowell	436-8302	436-3248	840 Virginia Ave. Welch, WV 24801	
Marion	363-3261	363-5541	P.O. Box 2590 Fairmont, WV 26555	107-109 Adams Street
Marshall	843-4120	843-4127	400 Teletech Drive, Suite Moundsville, WV 26041	400 Teletech Dr., Suite 2
Mason	675-0880	675-0883	710 Viand St. Pt. Pleasant, WV 25550	
Mercer	425-8738	487-3589	200 Davis Street Princeton, WV 24740	
Mineral	788-5990	788-4367	1585 Cornell St. Keyser, WV 26726	
Mingo	235-3400	235-6020	P.O. Box 1820 Williamson, WV 25661	1717 W. Third Avenue
Monongalia	285-3175	285-3174	P.O. Box 800 Morgantown, WV 26507	114 S. High Street
Monroe	772-3013	772-4372	P.O. Box 678 Union, WV 24983	#174 Route 3 East Union, WV 24983
Morgan	258-1350	258-3794	P.O. Box 597 Berkeley Springs, WV 25411	62 Regal Court
Nicholas	872-0803	872-0832	1073 Arbuckle Road Summersville, WV 26651	
Ohio	232-4411	232-4773	P.O. Box 6165 Wheeling, WV 26003	407 Main Street

COUNTY	PHONE	FAX	MAILING ADDRESS	PHYSICAL ADDRESS
Pendleton	358-2305	358-7163	Pendleton Business Center HC 61, Box 18-B, Suite 200 Franklin, WV 26807	
Pleasants	684-9244	684-9245	201 Second Street St. Marys, WV 26170	
Pocahontas	799-6032	799-7263	704 Third Avenue Marlinton, WV 24954	
Preston	329-1412	329-1066	P.O. Box 100 Kingwood, WV 26537	410 Kingston Road
Putnam	586-9331 757-7843	757-8799	P.O. Box 560 Teays, WV 25569	3979 Teays Valley Rd. Hurricane, WV
Raleigh	256-6930	256-6932	407 Neville St. Beckley, WV 25801	
Randolph	637-0333	637-0341	227 Third St. Elkins, WV 26241	
Ritchie	643-2934	643-4098	220 W. Main Street Harrisville, WV 26362	
Roane	927-0956	927-0970	677 Ripley Road, Suite 3 Spencer, WV 25276	
Summers	466-2807	466-2814	320 Summers St., Suite A Hinton, WV 25951	
Taylor	265-6103	265-6107	235 Barrett Street Grafton, WV 26354	
Tucker	478-3212	478-4514	RR 3, Box 45 Parsons, WV 26287	
Tyler	758-2127	758-2587	P.O. Box 563 Middlebourne, WV 26149	210 Main Street
Upshur	473-4230	473-4207	P.O. Box 460 Buckhannon, WV 26201	Route 3, Box 376-A
Wayne	272-6311	272-5183	Route 2, Box 2532 Wayne, WV 25570	
Webster	847-2861	847-7244	110 N. Main St., Suite 201 Webster Springs, WV 26288	
Wetzel	455-0920	455-0928	1236 North State Route 2 New Martinsville, WV 26155	
Wirt	275-6551	275-3938	P.O. Box 310 Elizabeth, WV 26143	Court Street
Wood	420-2560	420-4884	P.O. Box 1547 Parkersburg, WV 26102	400 5th Street
Wyoming	732-6900	732-8223	HCR 72, Box 300 Pineville, WV 24874	Rt. 97