



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH NATIONAL OCCUPATIONAL HEALTH SERVICES

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and National Occupational Health Services. (“Supplier”) and is effective as of the date of last signature to this Contract.

Purpose

The State is awarding this Contract to Supplier for the provision of a means to process drug and alcohol collection and testing services for employees and applicants, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions or additional terms. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.2. General Terms, Attachment B
 - 2.3. Statewide Specific Terms, Attachment C
 - 2.4. Intentionally Omitted, Technology Terms, Attachment D
 - 2.5. Bid Specifications, Attachment E
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

National Occupational Health Services

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 8/3/2022

By: Bradley J Petty
Bradley J Petty (Aug 1, 2022 16:49 CDT)

Name: Brad Petty

Title: President

Date: 08.01.2022

Reviewed & approved by

OMES Legal Tim Tuck
Tim Tuck (Aug 2, 2022 09:18 CDT)

Date: 8-02-22

ATTACHMENT A
SOLICITATION NO. 0900000539

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract to provide, the various Oklahoma state agencies, and affiliates, a means to process drug and alcohol collection and testing services for employees and applicants, based on any or combination of the following and most recent citing of the Federal Motor Carrier Safety Administration (FMCSA) requirements, encompassed in 49 Code of Federal Regulations (CFR) Part 40 and Part 382; the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Mandatory Guidelines for Federal Workplace Drug Testing Programs by Department of Health and Human Services (HHS); Oklahoma Workplace Drug and Alcohol Testing Act, 40 O.S. §551-563, and rules promulgated by Oklahoma State Department of Health (OSDH), the using entities' drug and alcohol testing internal policy and procedure; and any amendments of the listed above.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are [4] one-year options to renew the Contract.

2. Scope of Work

Contract specific definitions are set forth below as Exhibit 1.

Contract specific requirements and terms are set forth below as Exhibit 2.

3rd party acknowledgment form is set forth as Exhibit 3.

Price is set forth as Exhibit 4.

Collection Site times and locations are set forth as Exhibit 5 & 6.

Exhibit 1. Contract Specific Definitions

- 1.1 **Alcohol** – Intoxicating agent in beverages or other, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- 1.2 **Collection site** – A place designated by the employer where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs and/or alcohol.
- 1.3 **Confirmation test** – A second analytical procedure to identify the presence of a specific drug or metabolite which uses a different technique and chemical principle from that of the initial test to ensure reliability and accuracy. * Gas chromatography / mass spectrometry (GC / MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
- 1.4 **Controlled Substance** – drug or chemical which has been declared by federal or state law to be illegal for sale or use but may be dispensed under a physician's prescription.
- 1.5 **Cutoff Level** - The concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.
- 1.6 **DOT** – Federal Department of Transportation
- 1.7 **Evidential Breath Testing (EBT) devise** - is a device that measures the alcohol level of a person through his breath
- 1.8 **FMCSA** – Federal Motor Carrier Safety Administration
- 1.9 **Gas Chromatography (GC)** – A type of technique used to separate mixtures of substances, to be analyzed in vapor for chemical detection.
- 1.10 **HHS** – Federal Department of Health and Human Services
- 1.11 **HIPAA** – Health Insurance Portability and Accountability Act
- 1.12 **Illegal drug** – Includes narcotics, hallucinogens, depressants, stimulants, look-alike drugs, or other substances, which can affect or hamper the senses, emotions, reflexes, judgment of other physical or mental activities. Included is any drug which is not legally obtainable, or which has not been legally obtained, to include prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes or being used by one other than the person for whom prescribed.
- 1.13 **Initial test** – Also known as a screening test, An immunoassay screen to eliminate “negative” urine specimens from further consideration
- 1.14 **Legal drug** – Drugs prescribed by a licensed practitioner and over-the-counter drugs which have been legally obtained and are being used solely by the individual and for the purpose for which they were prescribed or manufactured in the appropriate amount.
- 1.15 **Mass Spectrometry (MS)** - is an analytical technique that is used to measure the mass-to-charge ratio of ions.
- 1.16 **Medical Review Officer (MRO)** – A licensed physician responsible for receiving laboratory results generated by an employer’s drug testing

- program. This physician must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The physician is expected to have American Association of Review Officers or American College of Occupational Medicine certification as Medical Review Officer.
- 1.17** **Individual's confirmed positive test result** – A confirmed positive test result is a test result that is positive for the presence of a controlled substance, as defined by the U.S. Dept of Transportation (DOT), in a urine specimen collected from an individual. The test result is confirmed when the test result is positive for the presence of a controlled substance, as defined by the U.S. Dept of Transportation (DOT), in a urine specimen collected from an individual, and the test result is confirmed by a physician who is certified by the American Association of Review Officers or the American College of Occupational Medicine as a Medical Review Officer.
- 1.18 Non-DOT** - A Non-DOT drug test is a drug test given to a worker in an industry that's not regulated by the U.S. Dept of Transportation (DOT). There are two standard specifications when it comes to drug testing.
- 1.19 Panel Drug Test** – A specified number panel drug test defines a basic drug screening examination designed to identify any one of the commonly abused controlled substances such as marijuana, cocaine, opiates, amphetamines, and Phencyclidine (PCP).
- 1.20 PHI** - “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium:
- 1.20.1** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
- 1.20.2** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- 1.21 PII** – Personal Identifiable Information
- 1.22 SAMHSA** – Federal Substance Abuse and Mental Health Services Administration
- 1.23 Sample** – Tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.
- 1.24 Sample collection** – Procedures as dictated by state law.
- 1.25 Split sample** – One urine specimen from one individual that is separated into two specimen containers.

Exhibit 2. Contract Specific Terms

- C. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications.**

C.1. Describe the organizations' ability to test either one or both group types described below:

C.1.1 The first group consists of safety-sensitive transportation employees/applicants subject to DOT drug and alcohol testing as covered by the Federal FMCSA requirements in 49 CFR Part 40 and Part 382.

C.1.2. The second group consists of all other employees/applicants (non-DOT) as covered by Federal Workplace Drug/Alcohol Testing Guidelines by Department of Health and Human Services OR Title 40 O.S. 551-563, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638, and the using entities' drug and alcohol internal policy and procedure.

C.2. Describe the organizations' ability to meet the below required categories of testing which include, but are not limited to:

- C.2.1. Pre-Employment
- C.2.2. Random Testing
- C.2.3. Reasonable Suspicion
- C.2.4. Return to Duty
- C.2.5. Follow Up

C.3. Discuss the organizations' ability to develop and administer procedures and protocols for random drug and alcohol testing:

The successful offeror shall select individuals for testing, conduct the test, notify appropriate authorities regarding test results, and otherwise operate the random testing system in a manner that complies with Federal or state regulation if requested by the using entity. The selection for random drug and alcohol testing shall be made by a scientifically valid method and must be a computer based random number generator that is matched with drivers/employee social security number, payroll identification numbers or other comparable identifying number. Each employee selected for random drug and alcohol testing under the selection process used shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection period. The annual random rates to be tested for drug and alcohol, including scheduling period, and a list of employees based on their job function or specific group of employees who will be in the random pool group will be provided by using entity.

C.3.1. The successful offeror shall conduct random testing with individual pools for each using entity. The successful offeror shall update the pool monthly or as changes are provided by using entities.

C.4. Discuss the organizations' ability to meet the following qualifications:

C.4.1. The successful offeror must have a minimum of five-year experience in processing specimens for drug testing and handling alcohol testing including the administration and management of a random drug testing program as of the proposal closing date.

C.4.2. The successful offeror shall provide all materials, supplies, and equipment necessary to successfully perform the services required herein, including but not necessarily limited to, specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, split specimen containers, etc.

C.4.3. All testing equipment, materials, and supplies used by the successful offeror must meet accuracy and reliability standards and requirements as established by the Federal Department of Transportation (DOT), Federal Department of Health and Human Services (HHS), and the Oklahoma State Department of Health Services (OSDH).

C.5. Describe the organizations policy regarding substance Cut-Off Levels:

Detection of cut-off levels and lists of analytes are subject to adjustments when required by applicable Federal and State guidelines.

C.6. Describe the organizations' ability to certify test results:

The successful offeror shall employ personnel for test validation who review all pertinent data and quality control results and certify that the laboratory's test reports are valid. This may be the individual(s) responsible for the day-to-day management or operations or their designee(s).

C.7. Discuss the organizations' policies on meeting compliance requirements for PII, PHI and HIPAA standards.

C.8. Acknowledge that a Successful offeror may receive or create certain health or medical information ("Protected Health Information" or "PHI,") in connection with the performance of this Contract:

This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations, as amended, promulgated there under by the U.S. Department of Health and Human Services.

C.9. Acknowledge that it is a successful organizations' responsibility to meet the following personnel qualifications:

Personnel shall be trained and experienced in compliance with applicable and most current drug and alcohol federal and state regulations and policies. The relative training and experience must emphasize that all personnel associated with drug and alcohol testing are responsible for maintaining the integrity of the testing process, ensuring the privacy of employees being tested, and avoiding conduct or statements that could be viewed as offensive or inappropriate.

C.10. Acknowledges organizations' ability to meet the following requirements for Medical Review Officer (MRO) Personnel

C.10.1. The successful offeror shall provide, as part of its service, a Medical Review Officer (MRO) that must be a licensed physician knowledgeable in areas of drug abuse and toxicology procedures to receive, evaluate, and review the results of all DOT and non-DOT drug tests.

C.10.2. Both DOT and non-DOT MRO must be licensed to practice medicine or osteopathic medicine or hold an earned doctoral degree from an accredited institution in clinical chemistry, forensic toxicology, or a similar biomedical science with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible causes of specimens having an invalid result, DOT MRO guidelines and non-DOT regulations.

C.10.3. DOT MRO only DOT MRO must also receive qualification training outlined in CFR 40.121 paragraph C and complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT – mandated drug tests. During each three (3) year period from the date on which MRO satisfactorily completed examination, MRO must complete continuing education consisting of at least twelve (12) professional development hours.

C.10.4. Non-DOT MRO must also complete at least twelve (12) hours of training appropriate for Review Officers provided by the American Association of Medical Review Officers, the Medical Review Officer Certification Council, the American Society of Addiction Medicine, the American College of Occupational and Environmental Medicine, or another organization approved by the HHS or the Oklahoma Commissioner of Health.

C.10.5. Federal MRO qualified by HHS shall not be an employee or agent of or have any financial interest in the laboratory for which the MRO is reviewing drug testing results.

C.10.6. The successful offeror shall verify individual MROs who verify drug test results for this solicitation have undergone a criminal background check at the Offeror's expense upon request.

C.10.7. The basic responsibilities of the Medical Review Officer would include but are not limited to:

C.10.7.1. Receive, collate, and reconcile all test reports (electronic and written standardized hard copy) and supporting documentation.

C.10.7.2. Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process.

C.10.7.3. Provide a quality assurance review of the drug testing process for the specimens under his purview.

C.10.7.4. Determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug tests results from the laboratory.

C.10.7.5. The successful offeror shall provide location, hours of operation, regular and emergency telephone numbers of the MRO (s) with their proposal response.

C.11. Acknowledges the organizations' responsibility to meet the following applicable qualifications for Laboratory Personnel:

The laboratory shall have a responsible person to assume professional, organizational, educational, and administrative responsibility.

C.11.1 The person shall meet the following minimum qualifications in analytical forensic toxicology:

C.11.2. Certified in forensic or clinical laboratory toxicology; or

C.11.3. A Ph. D. in one of the natural sciences with an undergraduate and graduate education in biology, chemistry and pharmacology or toxicology; or

C.11.4. Training and experience comparable to a Ph. D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry and pharmacology or toxicology. The personnel must also meet the following criteria:

C.11.5. Experience in forensic toxicology including the analysis of biological material for illicit drugs; and

C.11.6. Training and experience in analytical forensic applications such as publications, court testimony, research and other factors which qualify personnel as an expert witness in forensic toxicology.

C.12. Acknowledge the organizations responsibility to meet the following applicable qualifications for operation and supervision of analyst personnel:

C.12.1. A bachelor's degree in the chemical sciences or medical technology or equivalent.

C.12.2. Training and experience in the theory and practice of laboratory procedures including quality control, chain of custody, interpretation of test results and remedial action for aberrant test results or quality control reports.

C.13. Acknowledge the organizations responsibility to meet the qualifications for the below non-DOT collection site personnel:

C.13.1. A specimen collection site person shall have successfully completed documented training that clearly emphasize that the person is responsible for maintaining the integrity of the specimen collection and transfer process, carefully ensuring the modesty and privacy of the donor. A person shall be licensed medical professional or technician who acknowledges in writing he or she has been provided instructions for specimen collection handling.

C.13.2. A breath alcohol technician (BAT) shall be successfully trained to proficiency in the operation of EBT equivalent to the United States Department of Transportation model course, as determined by the National Highway Traffic Safety Administration (NHTSA), operation and calibration checks, and the

fundamentals of breath analysis for alcohol content and procedures required by HHS or OSDH.

C.14. Acknowledge the organizations responsibility to meet the qualifications for the below DOT collection site personnel:

C.14.1. Qualified specimen collection site personnel shall have successfully completed and have documented a qualification training program and passed a monitored proficiency demonstration, as required by DOT regulations. The successful offeror shall provide DOT certified collector to conduct DOT specimen collections if requested by the using entity.

C.14.2. The qualified DOT breath alcohol technician (BAT) shall have successfully completed a qualification training program and passed a monitored proficiency demonstration, as required by DOT regulations, or certified as Law enforcement officers by state or local governments to conduct breath alcohol testing. The successful offeror shall provide DOT certified BAT to conduct DOT specimen collections if requested by the using entity.

C.15. Acknowledge the organizations responsibility to meet the qualifications for all other personnel:

Other technical or non-technical personnel shall have the necessary training and skills for the tasks assigned and shall perform only those procedures that require a degree of skill commensurate with their training, education, and technical ability.

C.16 Acknowledge the organizations responsibility to meet the following general requirements:

C.16.1. The successful offeror shall provide drug and alcohol testing related services for various state agencies, and other authorized entities of the State of Oklahoma in accordance with (1) safety sensitive transportation position as covered by the FMCSA requirements in 49 CFR Part 40 and Part 382, and (2) all other employees or designee (non-DOT) as covered by Federal Workplace Drug Testing Guidelines by Department of Health and Human Services, or Title 40 O.S. 551-565, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, and rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638.

C.16.2. The successful offeror shall comply with all confidential requirements stated herein. All information, interviews, reports, statements, memoranda, and/or test results regarding the drug and alcohol testing of any employee are confidential communications, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing, or civil litigation where drug or alcohol use by the tested individual is relevant.

C.16.3. The successful offeror shall provide drug and/or alcohol testing services as needed, Monday through Friday, five (5) days a week, for a minimum of eight (8) consecutive hours per day with hours between 7:00 A.M. through 9:00 P.M. as requested by the using entity. The using entity shall notify the successful

offeror of scheduled collection services at a time of issuing a request to the successful offeror.

C.16.4. The successful offeror shall also provide 24 hours drug collection and/or alcohol testing seven (7) days a week, including weekends and holidays for reasonable suspicion testing and reasonable post-accident testing. The alcohol testing shall be performed within two hours of accident or request for testing, or up to eight hours with a written document by using entity stating the reason(s) that shall be kept on file. The drug testing shall be performed within thirty-two hours of accident or request for testing.

C.16.5. The successful offeror shall provide all materials, supplies, transportation, and equipment necessary to successfully perform the services required herein, including but not limited to, specimen collection and identification supplies, report keeping, report submission, test tubes, labels, reagents, shipping containers, split specimen containers, etc.

C.16.6. All testing equipment, materials, and supplies used by the successful offeror must meet accuracy and reliability standards and requirements by the Federal Department of Transportation (DOT), the Federal Motor Carrier Safety Administration (FMCSA) requirements for DOT testing, and the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), and the Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated by Oklahoma State Department of Health for non-DOT testing.

C.16.7. At a request of using entity, the successful offeror, as part of its services, shall provide specimen collection services under the direct observation of a same-gender collection site person.

C.16.8 If an employee of the using entity refuses to cooperate with the collection process, the collection site personnel shall document and immediately inform point of contact at the using entity.

C.16.9 Site policies and procedures that will adequately safeguard any PHI it receives or creates.

C.16.10 Successful offeror specifically agrees on behalf of its subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations.

C.17. Acknowledge the organizations responsibility to meet the following alcohol testing requirements:

C.17.1. The successful offeror's Evidential Breath Testing (EBT) or Non-Evidential Breath Testing devices must meet guidelines specifications and test procedures of the Federal Motor Carrier Safety Administration (FMCSA) requirements by Federal Department of Transportation (DOT), or the National Highway Traffic Safety Administration and the Federal Department of Health and Humans Services (HHS), and the Oklahoma State Board of Health regulations.

C.17.2. The successful offeror shall provide a trained and certified Breath Alcohol Technician (BAT) to administer the breath test. The BAT qualifications must meet requirements in section C.5.2.1.2.a. ii and C.5.2.1.3.b. ii.

C.17.3. The successful offeror shall conduct all screening and testing in accordance with the Federal DOT or Oklahoma State Department of Health alcohol testing regulations and procedures. In the event the Federal DOT or Oklahoma State Department of Health reviews and revises its alcohol and testing regulations and procedures, the successful offeror shall, at that time, expand its alcohol testing option with new revisions upon written mutual agreement between the successful offeror and the State of Oklahoma.

C.17.4. Successful offeror must provide each using entity with the current Federal Alcohol Testing Custody and Control Form (CCF 3-part form) specimens for Federal alcohol collections and non-Federal Alcohol Testing Custody and Control Form for non-Federal collections. The Federal form shall not be used for non-Federal alcohol collections.

C.17.5. All positive initial alcohol screening tests that have an alcohol concentration of 0.02 or greater shall be confirmed using breath analyzed by an EBT or blood analysis by GC, depending upon the request of using entity.

C.18. Acknowledge the organizations responsibility to meet the following drug testing requirements:

C.18.1. DOT drug tests:

Testing devices must have a five (5) panel urine drug screening test, which includes two additional drugs currently required by DOT to be tested; Methylenedioxymethamphetamine (MDMA – aka Ecstasy) and 6-Acetylmorphine (6-AM) using immunoassay technology, or other current procedures as approved by the Federal DOT for DOT tests. The successful offeror shall test the collected urine specimens for detection of the five (5) drugs or classes of drugs. The current detection cut-off levels must meet requirements by the Federal Department of Transportation. All specimens above cutoff levels identified as positive on the initial test shall be confirmed for the class (es) of drugs screened positive on the initial test using Gas Chromatograph/Mass Spectrometry (GC/MS) techniques, or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by DOT.

C.18.2. Non-DOT drug tests:

For hair specimen collections, testing devices must have a five (5) panel drug screening test. For urine or saliva specimen collections, devices must have a five (5), six (6), seven (7), eight (8), nine (9), or ten (10) panel drug screening test using immunoassay technology, or other current procedures as approved the Federal HHS and Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, and rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638. If a six, seven, eight, nine, or ten panel drug screening tests for urine or saliva drug test is chosen by using entity, the using entity shall inform the successful offeror additional drugs to be tested. All specimens above

cutoff levels identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using Gas Chromatograph/Mass Spectrometry (GC/MS) techniques for urine or saliva, and GC/MS, liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), mass spectrometry/mass spectrometry (MS/MS) for hair, or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by State guidelines.

C.19. Acknowledges the organizations' responsibility to meet the following laboratory requirements

C.19.1. In order to be eligible for licensure as a testing facility, the testing facilities shall be certified by the United States Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) for DOT drug testing, and for forensic urine drug testing by the United States Department of Health and Human Services (HHS), accredited for forensic urine drug testing by the College of American Pathologists for interstate facilities, or licensed by the Oklahoma State Department of Health for intrastate facilities for non-DOT drug testing.

C.19.2. The testing laboratories shall comply with regulations by HHS under Clinical Laboratory Improvement Amendments (CLIA) in 1988 for quality standards.

C.19.3. In accordance with the FMCSA, the HHS, and the Oklahoma State Board of Health regulations, the laboratory shall conduct testing and storage of specimens either primary or split specimens to be analyzed as requested by using entity.

C.19.4. Successful offeror shall maintain stringent security measures to control access and document which personnel are authorized access to those areas, specimens, or records.

C.19.5. Successful offeror shall execute rigorous chain of custody procedures consistent with forensic protocol to maintain control and accountability of all specimens through receipt, testing and storage.

C.19.6. At the request of using entity, the laboratory shall provide a list of all authorized personnel that requires access to those areas used for receiving, testing, and storage of urine specimen, and of delivery of personnel.

C.19.7. The laboratory shall maintain and make available upon the using entity's request all current records on laboratory personnel performing and overseeing the testing effort. Records are to include, a resume, certifications and licenses, references, job descriptions, performance evaluations, and incident reports.

C.19.8. The laboratory shall use instruments and equipment which are certified for accuracy and reproducibility or checked by gravimetric, calorimetric, or other

verification procedures before being placed into service and periodically thereafter. This includes volumetric and automatic pipettes, measuring devices and dilutors.

C.19.9. The successful offeror shall permit the State to conduct inspections of the laboratory facilities at will, without prior notice.

C.19.10. The testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment unless otherwise authorized by the State of Oklahoma.

C.20 Acknowledge the organizations responsibility to meet the following specimen collection site requirements:

C.20.1. The successful offeror must collect all specimens in accordance with stated Federal and State requirements.

C.20.2. The successful offeror must use federally mandated collection (chain of custody) forms for both drug (5- part form) for DOT (regulated) tests and applicable State or internal collection forms for non-DOT (nonregulated) tests.

C.20.3. The successful offeror shall ensure specimen reaches the testing laboratory within 24 hours of the time of collection using certified courier. The Offeror shall ensure there is a process for picking up specimens on weekends and holidays. The Offeror must be able to document the integrity of the transportation process.

C.20.4. Well-trained collection site personnel will take every precaution necessary to ensure the validity of the specimen and preserve the integrity of the collection process and the chain of custody.

C.20.5. The using entity may request a split specimen method of collection. If the split method is used, the Offeror shall ensure that procedures are compliance with Federal DOT guidelines or Workplace Drug Testing Guidelines by Department of Health and Human Services or State Workplace Drug Testing Guidelines by Oklahoma State Department of Health.

C.20.6. State employees who are subject to testing shall not be required to travel more than 50 miles one-way trip from their place of employment or proposed employment to reach the nearest collection site.

C.20.7. If existing authorized collections sites provided to the State are not located at above noted proximity or a nearer collection site is identified by using entity, successful offeror should create a relationship with such identified collection site. Successful offeror shall notify the Contracting Officer to add such site to the existing authorized collections sites list with a completion of agreement letter in attachment #3 and revision of the attachments# 4-5.

C.20.8. In the event of existing site being removed from the collections site network after award, successful offeror must establish new collection site in the

same proximity to removed site within thirty (30) days after date of notice of existing site being removed.

C.20.9. In the event of expanding the collection site network after award, successful offeror shall notify the Contracting Officer to add their new collection sites to the contract with a completion of agreement letter in attachment #3 and revision of the attachments# 4-5

C.20.10. In the event of changing address and telephone number of collections site, successful offeror shall notify the Contracting Officer within 7 calendar days after address change to update the collections site information in attachments #4-5.

C.20.11. Successful offeror shall designate and provide single points of contact including telephone numbers for both regular work hours 8:00 A.M. – 5:00 P.M. CST and 24 hours services. The 24 hours operator shall assist using entity in locating the nearest collection site when needed. In the event of changing point of contact, successful offeror shall notify the Contracting Officer within 7 calendar days to update the point of contact information.

C.20.12 Location of On-Site Collection Sites Using entity shall notify successful offeror at least seventy-two (72) hours in advance to schedule on site collections services.

C.20.13 Mobile based test: At the request of the using entity with a minimum of 10 employees to be tested, Offeror shall provide on-site specimen collection and breath alcohol testing by means of a mobile unit. The mobile testing units shall be able to accommodate at least 30 people for testing per day. Testing shall be performed on a 24-hour basis collection.

C.20.14. If agreeable to the using entity with a minimum of 10 employees to be tested, Offeror may perform the on-site specimen collection and breath alcohol testing in a secure area at the using entity's location. Coordination (i.e., when, and where) shall be mutually agreed upon by successful offeror and the using entity. Offeror is responsible for setup the using entity's location to ensure that the site meets collection site's requirements by the Federal or State guidelines.

C.20.15. The first, and preferred, type of site for urination that a collection site may include is a single-toilet room, having a full-length privacy door, within which urination can occur. The site must have a source of water for washing hands that, if practicable, should be external to the closed room where urination occurs. If an external source is not available, the site may meet this requirement by securing all sources of water and other substances that could be used for adulteration and substitution and providing moist towelettes outside the closed room.

C.20.16. The second type of site is a multi-stall restroom that must provide substantial visual privacy, secure sources of water and other substances that could be used for adulteration and substitution and place bluing agent in all toilets or secure toilets to prevent access.

C.20.17. Only the employee may be present in the multi-stall restroom during the collection, except for the monitor in the event of a monitored collection or the observer of the same gender in the event of a directly observed collection.

C.20.18. A collection site can be in a medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting the requirements in sections C.9.3.1 thru C.9.3.3.

C.20.19 All facilities performing alcohol tests must provide visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results.

C.20.20. An alcohol testing site can be in a medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting the requirements in sections C.9.4.1 and C.9.4.2.

C.21. Acknowledge the organizations' ability to meet the following specifications in regard to deliverables:

C.21.1. Testing Results: The successful offeror shall notify verbally or electronically within 24 hours or less after completion of test to the using entity of both initial negative and positive results.

C.21.2. The positive confirmation test by an EBT shall be reported orally or electronically within 48 hours or less after completion of test to the using entity. The positive confirmation test by GC shall be reported orally or electronically within 72 hours or less after completion of test to the using entity.

C.21.3. Electronic test results can be by means of facsimile, email, or web-based reporting.

C.21.4. The written hard-copy alcohol test results can be reported with the drug tests for non-web-based test results reporting.

C.12.5. Drug Testing Results The laboratory shall report to the Medical Review Officer (MRO) the initial reporting of negative results (or those specimens requiring retesting) electronically within twenty-four (24) hours or less after the receipt of the specimen at the testing laboratory.

C.21.6. The laboratory shall report to the Medical Review Officer (MRO) the initial reporting of confirmation positive test results (or those specimens requiring retesting) electronically within forty-eight (48) hours or less after receipt of the specimen at the testing laboratory.

C.21.7. Electronic reporting of results will be in a manner designed to protect confidentiality and will be subject to any applicable federal or state regulations.

C.21.8. Standardized written (hard copy) reports of test results shall be delivered by certified delivery to the MRO within five (5) business days or less of the completion of tests.

C.21.9. Electronic report shall identify the drugs/metabolites/alcohol tested for, whether positive or negative, the purchase order number, the employee identification number, and the laboratory specimen identification number (if applicable). The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.

C.21.10. If requested by the using entity, hard-copy monthly and/or quarterly statistical and activity report of all test results by using entity shall be delivered by certified delivery to the using entity and/or the MRO no later than five (5) business days of the following month. Report must be separated by DOT and non-DOT tests performed for each using entity. Report must include the number of specimens received, number tested, number of positives and invalids, the percent positive and the specific drugs found, by test type.

C.21.11. A verbal or electronic negative and positive drug test result shall be provided to the using entity contact person within twenty-four (24) hours or less of confirmation by the MROs.

C.21.12 Electronic method of test result submission can be by means of facsimile, email, or secure web-based reporting. If a secure web-based result reporting is used, the written test results will not require to be delivered to the using entity. The successful offeror utilizing this method is still subject to maintain all positive test records up to three years.

C.21.13. At the request of using entity, if non-web-based test results reporting is used, written negative and positive test results may be provided within three (3) business days, after the verbal or electronically test results are returned. The format and contents of test results shall be determined by mutual agreement between successful offeror and each using entity.

C.22. Acknowledge that offerors are subject to all Applicable Ordinances, Regulations, Publications and Forms below:

C.22.1. Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR Part 40 and Part 382.

C.22.2. Department of Health and Human Services Federal Substance Abuse and Mental Health Services Administration (HHS/SAMHSA).

C.22.3. Title 40 O.S. 551-563, Standards for Workplace Drug and Alcohol Testing Act.

C.22.4. Title 310, Oklahoma State Department of Health, Chapter 638.

C.22.5. Requesting state entities' drug and alcohol internal policies and procedures.

C.22.6. Federal Custody and Control Forms (CCF) for both drug and alcohol testing.

C.22.7. Non- Federal Custody and Control Forms for both drug and alcohol testing. These internal forms must be provided by the successful offeror.

C.22.8 Any rules promulgated by Oklahoma State Department of Health (OSDH)

C.23. Accepts that offerors can meet the additional records and reporting requirements listed below as part of the contract services.

C.23.1. In addition to the quality control requirements imposed by HHS/SAMHSA, the successful offeror shall submit blind performance test specimens to the laboratory in accordance with the Federal DOT. The successful offeror's laboratory and collection sites will be subject to inspection by the State of Oklahoma and/or using entities with no advance notice.

C.23.2. At the request of the using entity, the successful offeror shall provide copies of reports and/or chain of custody forms to the using entity within 30 days of request for the using entity to monitor the quality assurance of the program.

C.23.3. If requested by the Federal DOT for audit purposes, a using entity must submit detailed records of their alcohol and drug abuse prevention program to the Federal DOT. Therefore, if requested by the using entity, the successful offeror shall provide any necessary information and data to the using entity within 15 days of request that will aid the using entity in submitting the required records to the Federal DOT.

C.23.4. If requested by the using entity, the successful offeror shall provide copies of maintenance reports kept on the breath alcohol testing equipment used, including a description of what is checked for and how often maintenance is done within 15 days of request.

C.23.5. Successful offeror shall retain positive specimens for three years after collection/testing, or for the specific duration of time established by federal requirements or pending any litigation. At the written request of the using entity's authorized official to retain any positive test specimens longer than 3 years, the successful offeror shall retain as stated in request. Successful offeror shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.

C.23.6. The successful offeror shall maintain the recordkeeping system the laboratory will utilize, including failsafe back-up procedures to prevent loss of documentation due to any circumstances.

D. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following non-mandatory specifications:

D.1. Discuss the ability of the offeror to provide training workshop services, regarding the following requirements:

D.1.1. The successful offeror shall provide a training workshop, at the request of a using entity, in accordance with the requirements of 49 CFR 382.603 et seq., or Oklahoma State Department of Health guidelines and the using entity' internal rules and procedures on the topics of alcohol and drug abuse. The successful offeror shall provide all materials, supplies, and professional trainers if requested by using entity.

D.1.2. The successful offeror shall agree and understand that such workshops may be held anywhere in the State of Oklahoma.

D.1.2.1 The scheduling and site location of workshops shall be mutually agreed upon by the using entity and the successful offeror. Workshop means a period set aside by the using entity for its employees to receive training as required by Federal or State guidelines.

D.1.2.2 The successful offeror may consolidate training requests received from multiple using entities if agreed upon by all using entities.

D.1.3. An audience may be composed of supervisory employees designated by the using entity and/or all non-supervisory employees who may or may not be tested.

D.1.4. The workshops shall cover the physical, behavioral, speech, and performance indicators on probable/suspected use of alcohol and/or drugs. Each workshop shall contain topics that meet training requirements specified in Federal or State guidelines.

D.1.5. The successful offeror is advised that the number of workshop participants is unknown but may number around 15-30 participants per workshop.

D.1.6. The successful offeror shall consult with the using entity in the development of the content of a scheduled workshop. These consultations may be done in person, or by telephone, or in writing, by mutual agreement of the successful offeror and using entity.

D.1.7. The successful offeror shall supply all handouts and related materials for each participant. Workshop participants shall be allowed to keep all such materials.

D.1.8. Workshop materials must be neatly typed and clearly printed and must identify the time, date, and location of the scheduled workshop.

D.1.9. The successful offeror shall obtain copyright permission as necessary for workshop materials.

D.1.10. The successful offeror assumes all liability, legal and otherwise, resulting from the content and presentation of workshop materials.

D.1.11The successful offeror may be requested by using entity to produce and provide brochures or pamphlets on the perils of alcohol and drug usage or abuse and on the using entity's alcohol and drug testing program at each using entity's location.

D.1.12. The successful offeror must furnish a certificate of workshop completion to each participant who has completed each workshop, if requested by the using entity.

D.1.13. The using entity shall have the right to cancel a scheduled workshop, without incurring liability, financial or otherwise, by providing the successful offeror with notice of its intent to cancel at least ten (10) working days prior to the date on which the workshop is scheduled to begin.

Attachment A
Exhibit 2. Contract Specific Terms

D.1.14. The successful offeror shall develop, and design written, photo-ready, and reproducible-quality educational materials that meet the requirements of 49 CFR 382, Subpart F, or the Oklahoma State Department of Health and using entity' internal rules and procedures. The educational material is subject to the approval of the using entity.

D.1.15. At the request of the using entity, the successful offeror shall distribute the awareness materials to using entity employees holding a safety sensitive transportation position.

D.1.16 The using entity may provide a site location of training workshops if mutually agreed upon by the using entities and the successful offeror.

D.2. Discuss the ability of the offeror to provide Expert Witness Testimony Services:

If requested by the using entity, successful offeror shall provide expert testimony and witness services by qualified professionals (e.g., pathologists, biochemists, forensic toxicologist, etc.) with technical expertise concerning specimen test results, chain of custody procedures, and any other aspect of the services required as deemed necessary in a court proceeding.

D.3. Discuss the ability of the offeror to provide Legal Consultation Services:

As part of the successful offeror's services, successful offeror shall provide professional legal consultation to the using entity including but not limited to consultation on testing quality control, program administration and records keeping issues, rules updates, and related legal issues.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A. any Addendum;
- B. any applicable Solicitation;
- C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D. the terms contained in this Contract Document;
- E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F. any statement of work, work order, or other similar ordering document as applicable; and
- G. other mutually agreed Contract Documents.

- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

Attachment B

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier’s employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier’s employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

Attachment B

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

Attachment C

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

- 6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D
SOLICITATION NO. [09000000539]

INTENTIONALLY OMITTED

National Occupational Health Services

Responses for SW555 Contract Specific Terms (Exhibit 2)

C.1.1. = We have 31 years of experience in performing and managing DOT drug & alcohol testing programs. We currently manage these programs for clients and stay current with the updates within the FMCSA to meet Federal compliance. All NOHS technicians are certified according to Federal and State guidelines in all processes and procedures for drug and alcohol testing. Our head technician, Cynthia McCarty, has 13 years of experience and is our certified trainer for all NOS technicians. Cynthia conducts training using the Oklahoma Department of Health Administrative Code and the Federal Motor Carrier Safety Administration guidelines, as well as SAMHSA certified laboratory requirements. From this training, individual certificates or proper training and qualifications are provided upon successful completion and mock collection testing. Cynthia is also certified by Intoximeters to train our technicians in DOT and Non-DOT EBT breath alcohol testing. Hair collection web based training is conducted using modules provided by Omega Laboratory, Psychemedics and Quest Diagnostics. A certificate is provided upon successful completion of the course and the passing of the exam. See attached and enclosed training, collector and testing certificates for Cynthia and collector and testing certificates for current NOHS technician personnel.

C.1.2. = We have managed these programs for various clients over those same 31 years. We are able to create individual programs that best meet the needs of our clients, while guiding them to work within the laws of the state and the Department of Health administrative code.

C.2. = We are experienced in understanding the importance of properly classifying a drug and/or alcohol test, as it applies to employment. We work with all of these classifications on a daily basis and utilize our specific software to store the data.

C.3. = We have the industry leading software system that uses a randomizer specifically designed for employment drug & alcohol testing. Employees can be identified by the last 4 of their SSN or an employee ID.

C.4.1. = National Occupational Health Services has 31 years of experience managing drug & alcohol testing programs. NOHS is an Oklahoma owned provider of occupational health and medical services, including drug & alcohol testing, occupational testing and medical surveillance for employers and agencies with compliance to DOT and OSHA rules and regulations. Throughout these 31 years, NOHS has been in the business of providing these services to various state agencies and employers. We are a current contract holder and provider for drug and alcohol testing program services for many state agencies under OMES SW555.

We have been involved in the writing of drug and alcohol awareness training programs for DHS, ODOT and ODVA as well as the ODOC cadet physical exams and drug and alcohol testing programs. NOHS manages many drug and alcohol testing consortiums

Attachment E

for local, regional and national companies. We are responsible for their compliance to state and federal mandates in addition to their individual company policies.

C.4.2. = All supplies required will be supplied by NOHS.

C.4.3. = All equipment, materials and supplies meet industry standards per SAMHSA, DOT, HHS and OSDH.

C.5. = All cut-off-levels are established by the OKDH administrative code as it applies to employment drug & alcohol testing.

C.6. = All specimens are analyzed in the Quest Diagnostic Lab in Lenexa, KS and reviewed by our staff Certified MRO. Confirmed results are then processed by our certified MROA, entered into the data base of our software system and results communicated to our client.

C.7. = All records are stored in a secure data base and any hard copies are filed in locked file cabinets in a locked office. HIPAA does not apply to drug testing records as there is no patient, rather a donor.

C.8. = We understand PHI as it pertains to HIPAA and operate under those guidelines.

C.9. = All collectors will be certified under the guidelines of the Federal DOT and the applicable state administrative code. NOHS maintains a Policy, Procedure & Protocol Manual which is required reading and part of training for all NOHS employees. This manual is continually updated with a mandatory review by our staff. Enclosed and attached is the material from the manual pertaining to drug screening and breath alcohol testing. Regular reviews are conducted by our certified trainer, medical director and lab director to keep our staff proficient and current with any new procedures. All collectors must follow collection procedures as presented. Our staff operates under HIPPA guidelines regarding privacy and confidentiality. The custody and control form (CCF) is the key factor in assuring that the sample is sealed, labeled, stored, transported and identified correctly. All collections are placed in a sealed plastic bag and held securely for daily pickup by the designated lab courier. Records of the collector copy of the CCF are filed in locked filing cabinets.

C.10. = NOHS has a staff MRO, rather than using a lab provided MRO. This allows us to have direct communication regarding processes, test results, faster turnaround time and the ability for our clients to have a consultation if needed. See attached and enclosed resume and certifications for Dr. Ambrose Solano, NOHS Medical Review Officer. All MRO copies of CCF are filed in separate locked filing cabinets.

C.11.1 = All specimens are analyzed in the Quest Diagnostics Laboratory in Lenexa, KS. Quest is the leading lab for toxicology in North America and provides all statistics to the Federal Government regarding workplace drug and alcohol testing and trends. Specimens are delivered by designated lab couriers to Quest. The specimens are logged in upon receipt by scanning the bar code from the CCF. Quest is recognized as the leader in drug and controlled substance testing in the United States and provides the statistics on drug use to the federal government.

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C.11.2. = Quest is a SAMHSA certified and approved toxicology lab and therefore all personnel within their lab must meet all certifications required.

C.12.1 = Quest Diagnostics meets all of the requirements as set forth by SAMHSA.

C.12.2. = Same as above.

C.13.1. = All collection site personnel shall be certified to collect specimens under the Federal DOT guidelines and the applicable state administrative code.

C.13.2. = All site BAT's shall be certified to perform breath alcohol testing on a certified and calibrated evidential breath analyzer (EBT), under the specific guidelines of the Federal DOT and applicable state administrative code.

C.14.1. = All collection site personnel shall be certified to collect specimens under the Federal DOT guidelines and the applicable state administrative code.

C.14.2. = All site BAT's shall be certified to perform breath alcohol testing on a certified and calibrated evidential breath analyzer (EBT), under the specific guidelines of the Federal DOT and applicable state administrative code.

C.15. = All personnel within the processing of collecting, analyzing, reviewing and reporting shall do so within their training and skill set.

C.16.1.-10. = NOHS acknowledges.

C.17.1.-5. = NOHS acknowledges.

C.18.1.-2. = NOHS acknowledges.

C.19.1.-10. = NOHS acknowledges.

C.20.1.-20. = NOHS acknowledges.

C.21.1.-13. = NOHS acknowledges.

C.22.1.-8. = NOHS acknowledges.

C.23.1 = See enclosed and attached information.

C.23.1-6. = NOHS acknowledges.

D.1.-16. = NOHS is able to provide training and educational services and acknowledges all listed.

D.2. = NOHS offers Expert Witness Testimony Services.

D.3. = NOHS offers the ability to provide Legal Consultation Services.

Attachment E

NOHS focuses on occupational health related services only and has for 31 years. Drug & alcohol testing is a very important to the overall application of those services and by just concentrating on the employment aspect of toxicology, we are able to provide exemplary programs to our clients. We have over 700 active client protocols. We have experience in managing programs across the country. Specific to Oklahoma, we have actively provided drug & alcohol testing services in all 77 counties for the last 15 years to State Agencies.

**NOHS Proper Testing Standards and Procedures for DOT and Non-DOT
Urine Drug Screen Collections**

- 1) All DOT and Non-DOT urine drug screens are to be collected using DOT protocol.
- 2) Only certified urine drug screen technicians are allowed to collect urine. No Exceptions.
- 3) The donor must have a valid driver's license or photo ID in order to be tested. Positive identification by an employer representative (not a coworker or another employee being tested) is also acceptable.
- 4) The collector must use the appropriate Custody & Control Form (CCF) for designated employer.
- 5) The collector must log the donor into the log book.
- 6) The collector must provide the required information in STEP 1 on the CCF. The collector provides the remark in STEP 2, if the donor refuses to provide his/her SSN or employee ID number.
- 7) The collector will then escort the donor to a sink and instruct the donor to wash and dry his/her hands.
- 8) Blue-dye must be placed in the toilet tank to color the water in the bowl and tank.
- 9) The donor is instructed not to use any running water or flush the toilet.
- 10) If any of the two above mentioned are done, then the specimen is automatically thrown out and the collection process must be started over from the beginning.
- 11) The collector gives a collection container to the donor for providing the needed urine specimen, and instructs the donor regarding the minimum amount needed for collection.
- 12) The collector instructs the donor, upon finishing the collection, to hand the sample in the container to the collector.
- 13) After the donor hands the specimen to the collector, the collector immediately checks the temperature of the specimen and marks the appropriate temperature box in STEP 2 on the CCF. If the temperature cannot be read immediately, it must be read within 4 minutes. The collector provides a remark if the temperature is outside the acceptable range.

NOTE: If the specimen temperature is out of range, the collector must follow the steps outlined below:

- A) Mark "no" in the temperature check box under STEP 2 on the CCF.
- B) Seal the urine in the transport vials, date the seals and ask the donor to initial the seals.
- C) Without the specimen leaving the sight of the collector or the donor, obtain a new CCF.
- D) Under the remarks section in STEP 2 in the 1st CCF, note "temperature out of range, 1 of 1. Refer to _____ (the specimen ID# on the 2nd CCF).
- E) Finish the collection procedure as normal.
- F) Explain to the donor the issue with the 1st collection and that the procedure **MUST** be repeated under direct observation. **This must be done by a same sex technician only.**
- G) With the exception of direct observation, collect as normal.

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- H) Seal the urine in the transport vials, date the seals, and ask the donor to initial the seals.
- I) Mark the "observed" box under STEP 2 of the CCF.
- J) In the "remarks" section in STEP 2 of the 2nd CCF, note "2 of 2". Refer to _____ (the specimen ID# on the 1st CCF) and also indicate the name of the person whom observed the collection.
- K) Seal the specimen in the transport bag and send **BOTH** to the lab for testing.

NOTE: Regarding insufficient samples, the collector must note in the remarks section, "insufficient," current time, and start the water log. Explain to the donor that they have three hours to complete the collection and can consume no more than 40 ounces of water. Once the 40 ounces of water is consumed and the donor is ready to complete the collection, note in the remarks section "40 ounces of water has been consumed" and complete the collection process.

- 14) If the sample is within the normal range, then proceed with the collection.
- 15) The collector checks the split or single specimen collection box on the CCF. If no specimen is collected, that box is checked and a remark provided.

NOTE: All DOT drug screens are always a split collection.

- 16) The donor must watch the collector pour the specimen from the collection container into the specimen transport vial(s), place the cap(s) on the vial(s), and affix the label (s) /seal(s) on the vial(s).
- 17) The collector must date the vial label(s) after they are placed on the vials.
- 18) The donor must initial the vial label(s) after the label(s) have been placed on the vial(s)
- 19) The collector instructs the donor to read the certification statement in STEP 5 and provide signature, printed name, date, telephone numbers and date of birth after reading the certification statement. If the donor refuses to sign the certification statement, the collector provides a remark in STEP 2 on Copy 1.
- 20) The collector completes STEP 4 (i.e., provides signature, printed name, date of collection and name of delivery service), immediately places the sealed specimen package in the secured delivery service staged pick up area, and distributes the other copies as outlined in the standard operating procedure manual as required.
- 21) The donor receives Copy 5, and may leave the collection site at this point.
- 22) Copy 2 goes directly to the Medical Review Officer.
- 23) Copy 3 is retained at the collection site.
- 24) Copy 4 is forwarded to the employer.

NOHS Clinic Procedures for Breath Alcohol Testing

1. All Breath Alcohol tests whether being DOT or NON-DOT are done in accordance with DOT standards.
2. Only certified Breath Alcohol Technicians can conduct a breath alcohol test. **No Exceptions!**
3. STEP 1: The Breath Alcohol Technician completes the information required in this step. Be sure to print the client's name and check the box identifying the reason for the test.

NOTE: If the client refuses to provide a SSN or I.D. number, be sure to indicate this in the remark section in STEP 2. Proceed with STEP 2.

4. STEP 2, instruct the client to read, sign, and date the employee certification statement in STEP 2.

NOTE: If the client refuses to sign the certification statement, do not proceed with the alcohol test. Contact the designated employer representative.

5. STEP 3, The Breath Alcohol Technician completes the information required in this step and checks the type of device (saliva or breath) being used. After conducting the alcohol-screening test, do the following as appropriate.
6. If the results of the screening test are less than 0.02, print, sign your name, and enter today's date in the space provided.
7. Attach a copy of the result to all three pages of the breath alcohol form.
8. Forward Copy 1 to the employer. Give Copy 2 to the client. Retain Copy 3 for breath alcohol technician records.
9. If the result of the screening test is 0.02 or higher, a confirmation test must be administered after 15 minutes of the first test, in accordance with DOT regulations. The Breath Alcohol Technician that administered the test must stay with the client during the 15 minute waiting period and must administer the confirmation test.
10. After conducting the second confirmation test, affix the printed result in the space provided, in a tamper-evident manner. Go to step 4.

11. STEP 4, if the client has a breath alcohol confirmation test result of 0.02 or higher, instruct the employee to read, sign, and date the employee certification statement in STEP 4.

NOTE: If the client refuses to sign the certification statement in STEP 4, be sure to indicate this in the remarks line in STEP 3.

12. Immediately notify the DER if the employee has a breath alcohol confirmation test result of 0.02 or higher.
13. Forward copy 1 to the employer. Give Copy 2 to the client. Retain Copy 3 for breath alcohol technician records.

Dilute Urine Collection for Drug Testing

The two measurements used by the Lab and/or Medical Review Officer (MRO) to determine urine dilution are **specific gravity (SG)** and **creatinine**. *Specific gravity* measures the density, or thickness, of urine. Normal SG for urine is 1.003 or greater. *Creatinine* is a protein found in all urine. As SG increases, so should the creatinine. A miss-match between creatinine concentration and SG is a flag for an invalid or substituted urine specimen.

MRO's use specific gravity to classify a urine specimen into one of three groups:

Group 1: Specific gravity greater than or equal to 1.003

This is normally concentrated urine.

Group 2: Specific gravity greater than or equal to 1.001, but less than 1.003

This is a dilute specimen. Results, however, are reliable enough to permit the MRO to rule on the test.

Group 3: Specific gravity less than 1.001

Extremely dilute. This may represent a substituted specimen.

Creatinine is used to help determine if a specimen is *substituted* (that is, something other than urine) or if it is *invalid*.

If a specimen is very dilute (group 3), and the creatinine concentration is too high, then the urine is *substituted*.

If a specimen is normal to slightly dilute (groups 1 or 2), and the creatinine concentration is too low, then the urine is *invalid*.

If a urine specimen is classified as either substituted or invalid, then the test is *cancelled* on the basis of *refusal to test*.

For Federal drug tests, an immediate, witnessed recollection is required.

For forensic (non-Federal) drug tests, employer policy dictates the appropriate action.

Drug & Alcohol Testing

It is commonly reported that drug and alcohol abuse in the workplace have cost companies billions of dollars in worker productivity, employee absences and safety liability. Drug and alcohol testing can easily be seen as the first line of defense for companies to keep their employees safe and to protect themselves against liability issues. Pre-employment testing is a good first step to ensure that a company is bringing a good player into their organization, by testing potential employees for drugs/alcohol prior to joining the team. The testing programs that NOHS supplies to companies can reduce liability, save money in insurance claims, save lives and assist in identifying and aiding in the rehabilitation of employees. Additional periodic testing for post-accident, promotion, return to duty, random and more help to keep the employees in check and the business responsible.

Medical Review Officer (MRO) and Medical Review Officer's Assistant (MROA)-NOHS provides comprehensive Medical Review Officer services. The quality and confidentiality of NOHS's service is exemplified by our on-staff MRO/MD. A certified MRO has completed specific training and passed an exam that is nationally recognized. Working closely with the testing laboratory, all results are reviewed by the MRO.

Included within NOHS's MRO services is that of the Medical Review Officer Assistant (MROA), an integral position within the drug and alcohol testing process. The MROA is a non-physician staff member who performs multiple administration functions on behalf of and under the supervision of the MRO. Our highly qualified and nationally certified on-staff MROA has had extensive experience, knowledge and training.

In addition to working closely with our MRO, the MROA is the primary contact for day to day details and information related to drug and alcohol testing, communicating with collection sites, laboratories, employer representatives, HR, etc.

DOT Drug and Alcohol Testing-Federal and state government agencies enforce various regulations that companies are required to comply with. The Department of Transportation, FAA, FMCSA, FTA, USCG, FRA and PHMSA require companies with employees in safety-sensitive roles to be compliant with a DOT approved drug and alcohol testing program. It can be quite confusing to understand and to properly keep up with! We strictly adhere to the DOT standards in all areas of testing, ensuring that your company and your program will pass an audit, should the DOT decide to conduct one. NOHS can help keep your company in compliance with drug and alcohol testing requirements, advise on developing a workplace testing program and keep you up to date on changing information from the DOT as well as the other agencies.

-Assist with writing drug and alcohol testing program in the workplace

-Specimen collection and conducting drug and alcohol testing

-MRO verified results

-DOT compliant record keeping

-Employee Representative training

-Consortium services

-FMCSA Clearinghouse

Random List Generation-NOHS employs a state of the art software system to regulate and create all random lists for testing. Participants are mathematically chosen by the computer program, therefore eliminating the possibility of human manipulation. According to client specifications, participants can be grouped and chosen by occupation, location, shift, DOT, non-DOT, etc. We are prepared and equipped to handle the unique challenges and situations that occur with drug and alcohol testing. Random lists with names for alternate selection are available, maximizing the opportunity to test employees, and if required, meet certain percentage criteria.

Breath Alcohol Testing-The medical technicians at NOHS are certified to perform breath alcohol testing according to Federal DOT and Non-DOT standards. Testing, whether on-site or within the NOHS medical clinic, can easily be performed with results available immediately.

Types of Drug and Alcohol Testing –There are several methods for drug and alcohol testing, all of which are available at our facility. With the expertise and knowledge of our professionals, NOHS will assist you in determining the best type of testing and what to test for, according to your workplace drug and alcohol testing program.

Chain of Custody-NOHS uses Custody and Control Forms (CCF's) that provide a chain of custody that adheres to laboratory and government guidelines. The term refers to the paperwork process that provides the ability to guarantee the identity and integrity of the specimen sample from the initial collection to the reporting of the test results. Each chain of custody provides an accurate written record to track the possession, handling and location of samples from the collection to the reporting.

Reasonable Cause/Suspicion Drug Testing

Is a belief that an affected employee, is using or has used drugs in violation of the Drug Free Workplace (DFW) policy.

Reasonable suspicion is drawn from specific, objective, and articulable facts and reasonable inferences drawn from those facts in light of experience and training, and may be based upon but not limited to:

- Uncharacteristic or erratic behavior
- A workplace accident resulting in personal injury
- Observed impairment of job performance
- Physical symptoms indicative of drug use
- Direct observation of drug use or possession during work hours
- A change in an employee's attendance – habitual absenteeism

Attachment E

Schedule 1 (I) Drugs

Schedule 1 (I) drugs, substances, or chemicals are defined by the federal government as drugs with no currently accepted medical use and a high potential for abuse. Schedule 1 (I) drugs are the most dangerous drugs of all the drug schedules with potentially severe psychological or physical dependence.

Examples of Schedule 1 (I) Drugs:

- Heroin
- Lysergic acid diethylamide (LSD)
- Marijuana (cannabis)*
- Methylenedioxymethamphetamine (ecstasy)
- Methaqualone
- Peyote

Schedule 2 (II) Drugs

Schedule 2 (II) drugs, substances, or chemicals are defined as drugs with a high potential for abuse, less abuse potential than Schedule 1 (I) drugs, with use potentially leading to severe psychological or physical dependence. These drugs are also considered dangerous.

Examples of Schedule 2 (II) Drugs:

- Cocaine
- Methamphetamine
- Methadone
- Hydromorphone (Dilaudid)
- Meperidine (Demerol)
- Oxycodone (OxyContin)
- Fentanyl
- Dexedrine
- Adderall
- Ritalin

Schedule 3 (III) Drugs

Schedule 3 (III) drugs, substances, or chemicals are defined as drugs with a moderate to low potential for physical and psychological dependence. Schedule 3 (III) drugs abuse potential is less than Schedule 1 (I) and Schedule 2 (II) drugs but more than Schedule 4 (IV).

Examples of Schedule 3 (III) Drugs:

- Combination products with less than 15 milligrams of hydrocodone per dosage unit (Vicodin)
- Products containing less than 90 milligrams of codeine per dosage unit (Tylenol with codeine)
- Ketamine
- Anabolic steroids
- Testosterone

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Schedule 4 (IV) Drugs

Schedule 4 (IV) drugs, substances, or chemicals are defined as drugs with a low potential for abuse and low risk of dependence.

Examples of Schedule 4 (IV) Drugs:

- Xanax
- Soma
- Darvon
- Darvocet
- Valium
- Ativan
- Talwin
- Ambien

Schedule 5 (V) Drugs

Schedule 5 (V) drugs, substances, or chemicals are defined as drugs with lower potential for abuse than Schedule 4 (IV) and consist of preparations containing limited quantities of certain narcotics. Schedule 5 (V) drugs are generally used for antidiarrheal, antitussive, and analgesic purposes.

Examples of Schedule (5) V Drugs:

- Cough preparations with less than 200 milligrams of codeine or per 100 milliliters (Robitussin AC)
- Lomotil
- Motofen
- Lyrica
- Parepectolin

Exhibit #3

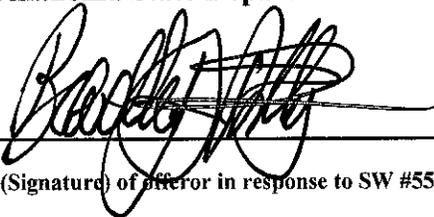
Third Party Collections Site Responsibility Agreement

SW#555 – Occupational Drug and Alcohol Testing Services

Date:	JUNE 10, 2022
Vendor:	National Occupational Health Services
Vendor Address:	6732 East 41st Street Tulsa, Oklahoma 74145
Vendor Point of Contact:	Brad Petty

The above organization agrees that it is their responsibility to ensure that all 3rd party lab locations subcontracted/partner drug and/or alcohol collection sites for Oklahoma State entities are screened and held accountable for the below criteria when applicable, and that they keep this information readily accessible upon request.

1. Federal Motor Carrier Safety Administration (FMCSA) requirements, encompassed in 49 Code of Federal Regulations (CFR) Part 40 and Part 382
2. Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Mandatory Guidelines for Federal Workplace Drug Testing Programs by Department of Health and Human Services (HHS)
3. Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated by (Oklahoma State Department of Health (OSDH))



 Authorized (Signature) of offeror in response to SW #555



 Print Name

Attachment E

Exhibit 4 Cost/Price/Discount

Solicitation # 0900000539

Supplier: **National Occupational Health Services**

Service Description:	UOM	* Performance Location			% Discount
		Vendor Site	On Site	2nd specimen Different Lab	
EX: Description of Test	EA	Unit Price	Unit Price	Unit Price	0 discount @ cost
Hair drug test,non-DOT 5 panel	EA	\$85.00	\$85.00 + fees	N/A	0
Urine drug test, DOT 5 panel split specimen	EA	\$65.00	\$65.00 + fees	\$295.00	0
Urine drug test,DOT 5 panel second specimen from split sample	EA	\$295.00	\$295.00 + fees	\$295.00	0
Urine drug test, non-DOT 5 panel split specimen	EA	\$59.00	\$59.00 + fees	\$295.00	0
Urine drug test, non-DOT 5 panel second specimen from split sample	EA	\$295.00	\$295.00 + fees	\$295.00	0
Urine drug test,DOT 10 panel split specimen	EA	**TEST DOES NOT EXIST**		N/A	
Urine drug test,non-DOT 10 panel split specimen	EA	\$59.00	\$59.00 + fees	\$295.00	0
Urine drug test,DOT 10 panel second specimen from split sample	EA	**TEST DOES NOT EXIST**		N/A	
Urine drug test,non-DOT 10 panel second specimen from split sample	EA	\$295.00	\$295.00 + fees	\$295.00	0
Saliva drug test,non-DOT 5 panel	EA	\$79.00	\$79.00 + fees	\$295.00	0
Saliva drug test,DOT 5 panel	EA	\$85.00	\$85.00 + fees	\$295.00	0
Saliva drug test,non-DOT 10 panel	EA	\$79.00	\$79.00 + fees	\$295.00	0
Saliva drug test,DOT 10 panel	EA	**TEST DOES NOT EXIST**			
Alcohol test, DOT EBT initial and EBT confirmation	EA	\$57.00	\$57.00 + fees & \$42.00 confirmation	N/A	0
Alcohol test, non- DOT EBT initial and EBT confirmation	EA	\$57.00	\$57.00 + fees & \$42.00 confirmation	N/A	0
Urine drug test, DOT for reasonable suspicion or post accident, after hours, weekends or holidays	EA	\$65.00 + \$225.00 for first hour & \$95.00 for each additional hour		\$295.00	0
Urine drug test, non-DOT for reasonable suspicion or post accident, after hours, weekends or holidays	EA	\$59.00 + \$225.00 for first hour & \$95.00 for each additional hour		\$295.00	0
Alcohol test,EBT initial and EBT confirmation, for DOT for reasonable suspicion or post accident after hours, weekends or holidays	EA	\$57.00 & \$42.00 for confirmation + \$225.00 for first hour & \$95.00 for each additional hour			0
Alcohol test,EBT initial and EBT confirmation, for non-DOT for reasonable suspicion or post accident after hours, weekends or holidays	EA	\$57.00 & \$42.00 for confirmation + \$225.00 for first hour & \$95.00 for each additional hour			0
Urine drug test for random selection program	EA	No charge	No charge	N/A	N/A
Alcohol test, EBT for random selection program	EA	No charge	No charge	N/A	N/A
Drug and/or alcohol test,mobile based testing (add-on fee for mobilization - per roundtrip per day)	Trip/Day	\$175.00 minimum fee including first hour & \$65.00 for each additional hour + .625 per mile + lodging + per diem per GSA			
Mileage rate for onsite testing (add-on fee for onsite based testing - per mile)	Per Mile	0.625			0
Witness testimony hourly rate related to test results.Business work hours 8:00-5:00CDT	Hourly Rate	\$175.00 + lodging + per diem		N/A	0
Witness testimony daily rate related to test results.Business work hours 8:00-5:00CDT	Daily Rate	\$850.00 + lodging + per diem		N/A	0
<i>Additional Training Options</i>	EA	No charge	No charge	N/A	0
<i>Additional Informational Phamplets</i>	EA	No charge	No charge	N/A	0
<i>Additional items, such as unlisted Relevant Testing such as Fentanyl</i>	EA	Quote	Quote	N/A	0
Inclusion of Opioids to any test	EA	\$5.00	\$5.00	N/A	0
After hours fee	EA	\$225.00 minimum fee for first hour & \$95.00 per hour for each additional hour			

Exhibit 5 Regular Hours Collections Sites

Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other Instructions
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				
Adair	Westville Medical Clinic	P	Jill Randall	692 South Williams	Westville	OK	74965	(918)-723-5456	(918)-423-4080	Mon-Fri 8:00am-5:00pm	R/N	U	Y	
Alfalfa	Send to Grant County Facility													
Atoka	Urgent Care Clinic of Atoka	P	Chandra Potter	1592 S Virginia Ave	Atoka	OK	74525	(580)-889-6621	(580)-889-6435	Mon-Fri 8:00am-5:00pm	R/N	U	Y	
Beaver														
Beckham	Extreme Wellness	P	Suzanne Mellor	2103 South Main Street, Suite N	Elk City	OK	73644	(580)-243-0700	(580)-243-0771	Mon-Fri 8:00am-5:00pm	R/N	U, A, H, S	Y	
	Xpress Wellness Urgent Care	P		411 West 3rd Street	Elk City	OK	73644	(580)-303-9293	(580)-225-2465	Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
Blaine	Mercy Hospital	P	Launa Kimble	500 N Clarence Nash Blvd	Watonga	OK	73772	(580)-623-7211	(580)-623-7233	Mon-Fri 8:00am-5:00pm	R/N	U	Y	
Bryan	Urgent Care Clinic of Durant	P		1807 W University Blvd	Durant	OK	74701	(580)-920-2273	(580)-920-9978	Mon-Fri 8:00am-5:30pm	R/N	U	N	
	Xpress Wellness Urgent Care	P		901 West Main Street	Durant	OK	74701	(580)-634-2931		Sat-Sun 1:00pm-3:00pm Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
Caddo														
Canadian	Insight Screening Services	P	Terry Beaver	1608 East Highway 66	El Reno	OK	73036	(405)-295-9005	(405)-295-9011	Mon-Fri 8:30am-5:00pm	R/N	U, A, H	Y	
				(PO Box 451 for all mail)										
Carter	Xpress Wellness Urgent Care	P		1675 12th Avenue	Ardmore	OK	73401	(580)-798-0234		Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
				Northwest										
	Quest Diagnostics	P		107 North Commerce	Ardmore	OK	73401	(580)-223-2918		Mon-Fri 8:00am-5:00pm	R/N	U	N	
Cherokee	Urgent Care	P	CJ Jankas	1203 East Ross Bypass	Tahlequah	OK	74464	(918)-453-1234	(918)-453-2703	Mon-Sat 10:00am-8:00pm	R/N	U	N	
Choctaw	Hugo Rural Health Medical Clinic	P	Joyce McDaniel	1201 East Jackson	Hugo	OK	74743	(580)-326-6423	(580)-326-3677	Mon-Fri 8:00am-12:00pm	R/N	U	Y	
										& 2:00pm-5:00pm				
	Kopps on the Run	P	Lena Kopp	2689 US Highway 70	Hugo	OK	74743	(580)-326-9400	(580)-326-9411	Mon-Fri 8:00am-5:00pm	R/N	U, A, H, S	N	
Cimarron	Cimarron Memorial Hospital	P	Danna Smith	100 South Ellis	Boise City	OK	73933	(580)-544-2501	(580)-544-3538	Mon-Fri 7:00am-5:00pm	R/N	U, A	N	
										& Sat 8:00am-11:00pm				
Cleveland	Innovative Court Solutions	P	Karen Jule	502 South Crawford Avenue	Norman	OK	73069	(405)-329-9100	(405)-329-9102	Mon-Fri 9:00am-5:00pm	R/N	U, H	N	
	Diagnostic Laboratory of Oklahoma	P		900 North Porter Ave, Suite 109	Norman	OK	73071	(405)-329-5467	(405)-360-5912	Mon-Fri 8:00am-4:30pm	R/N	U, H	N	
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other Instructions
										Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm				

Attachment E
Exhibit 5 Reg Hr Clinic

Regular Hours Collections Sites

Regular Hours Collections Sites														
Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone	Fax Number	Hours of Operation	Services	Type	Appointment	Other
Coal	Send to Pontotoc County Facility													
Comanche	Center for Occupational Health	P	Valerie Hale	602 South East Wallock	Lawton	OK	73501	(580)-355-9675	(580)-250-6624	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N	
	Allied Lab	P	Andrea Evans	5243 NW Cache Road	Lawton	OK	73505	(580)-248-9679	(580)-351-0911	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N	
	Xpress Wellness Urgent Care	P		6744 Northwest Cache Road	Lawton	OK	73505	(580)-536-9355	(580)-536-9357	Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
	Diagnostic Laboratory of Oklahoma	P		1401 SW Parkridge Blvd, Ste C	Lawton	OK	73505	(580)-248-7900	(580)-248-8870	Mon-Fri 8:00am-4:00pm	R/N	U	N	
Cotton	Send to Comanche County Facility													
Craig	Highway Health Care	P	Dr. Teresa Sullivan	32993 South Highway 69	Big Cabin	OK	74332	(918)-783-5000	(918)-783-5005	Mon-Thur 9:00am-12:00pm & 1:00pm-4:00pm	R/N	U, A	N	
	Green Country Spine & Sport	P	Dr. Joseph Clark	803 North Foreman	Vinita	OK	74301	(918)-256-5111	(918)-256-5222	Mon-Fri 9:00am-5:00pm	R/N	U, A	N	
Creek	Xpress Wellness Urgent Care	P		949 East Taft Avenue	Sapulpa	OK	74066	(918)-224-6079		Mon-Sat 8:00am-8:00pm Sun 10:00am-6:00pm	R/N	U, A, H	N	
	Chiropractic Physicians	P	Michelle Adler	1108 North Washington	Weatherford	OK	73096	(580)-774-2214	(580)-774-2843	Mon,Weds 8:30am-5:00pm	R/N	U, A, H	N	
	Oklahoma Health & Wellness			Avenue						Tues,Thur 1:00pm-7:00pm				
										Fri 8:30am-12:30pm				
	Xpress Wellness Urgent Care	P		1303 North Washington	Weatherford	OK	73096	(580)-772-2820	(580)-772-2845	Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
				Avenue										
	Westview Health Clinic	P	Jeff Baker	3140 West Hayes	Clinton	OK	73601	(580)-323-1937	(580)-323-1156	Mon-Thur 8:30am-12:00pm	R/N	U	N	
										& 1:30pm-5:00pm				
										Fri 8:30am-1:00pm				
	Quest/DLO	P		812 West Gary Boulevard	Clinton	OK	73601	(580)-323-1441	(580)-323-1448	Mon-Thur 7:30am-12:00pm	R/N	U	N	
										& 1:00pm-2:00pm				
										Fri 8:30am-12:00pm				
										& 1:00pm-2:00pm				
	Schoonmaker Drug Testing	P	Micci Schoonmaker	540 South 30th Street	Clinton	OK	73601	(580)-323-3784	(580)-323-0645	Mon-Fri 8:00am-5:00pm	R/N	U, H, A	N	
Delaware	Kansas Medical Clinic	P	Jill Randall	1261 East Tulsa Avenue	Kansas	OK	74347	(918)-868-2175	(918)-868-2944	Mon-Fri 8:00am-5:00pm	R/N	U	N	
Dewey	Send to Custer County Facility													
Ellis	Send to Woodward or Harper County Facilities													
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm	Services	Type	Appointment Required	Other Instructions

Attachment E
Exhibit 5 Reg Hr Clinic

Regular Hours Collections Sites

Regular Hours Collections Sites														
Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other Instructions
	Xpress Wellness Urgent Care	P		220 South Van Buren Street	Enid	OK	73703	(580)-234-9355	(580)-540-3016	Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
	Diagnostic Laboratory of Oklahoma	P		915 E Owen K Garriott, Suite 2	Enid	OK	73701	(580)-234-7984	(580)-234-7987	Mon-Fri 8:00am-4:30pm	R/N	U	N	Must bring COC form
Garvin	South Central Medical & Resource Center	P		216 South Main Street	Lindsay	OK	73052	(405)-756-1414	(405)-756-1162	Mon-Fri 9:00am-5:00pm	R/N	U	Y	
	Professional Collections Plus	P	Mary Jones	311 South Main	Lindsay	OK	73052	(405)-756-8002	(405)-756-8080	Mon-Fri 7:30am-5:30pm	R/N	U, A, H	N	
Grady	Motionworks Sports Industrial Safety	P	Brenda Mink	3410 South 4th Street	Chickasha	OK	73018	(405)-224-9675	(405)-224-9677	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N	
	Xpress Wellness Urgent Care	P		411 West 3rd Street	Chickasha	OK	73018	(405)-224-0053	(405)-224-0056	Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
Grant	Send to Kay County Facility													
Greer	Send to Jackson County Facility													
Harmon	Send to Jackson County Facility													
Harper														
Haskell	United Partners Health Care	P	Teresa Lassiter	903 West Main	Stigler	OK	74462	(918)-967-9313	(918)-967-8884	Mon-Thur 8:30am-4:30pm	R/N	U, A, H	N	
			Lisa Sloan							Fri 8:30am-2:00pm				
	Alpha Drug Testing	P	Marsha Oldham	205 North Broadway	Stigler	OK	74462	(918)-967-9444	(918)-967-9446	Mon-Fri 8:00am-12:00pm & 1:00pm-5:00pm	R/N	U, A, H	N	
Hughes	Send to Pottawatomie County Facility													
Jackson	Reed Chiropractic Clinic	P	Paul Reed	1311 North Main Street, Suite B	Altus	OK	73521	(580)-482-2313	(877)-796-4286	Mon-Thur 9:00am-11:30am & 1:00pm-4:30pm	R/N	U, A, H	Y	
	Xpress Wellness Urgent Care	P		416 North Main	Altus	OK	73521	(580)-379-0325		Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
Jefferson	Send to Carter County Facility													
Johnston	Send to Marshall or Pontotoc County Facilities													
Kay	Integris Blackwell Hospital	P	Jerry Byrd	710 South 13th Street	Blackwell	OK	74631	(580)-363-2311	(580)-363-9489	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Bridgeway Rehab	P	Cody Shoemaker	920 West Grand	Ponca City	OK	74601	(580)-762-1462	(580)-765-7299	Mon-Fri 8:00am-5:00pm	N	U, A	N	
	AMC Urgent Care Plus	P	Keli Swanson	2101 N 14th St, Suite 114	Ponca City	OK	74601	(580)-762-1552	(580)-762-1596	Mon-Sat 9:00am-8:30pm	R/N	U, A, H, S	N	
	Xpress Wellness Urgent Care	P		2501 North 14th Street	Ponca City	OK	74601	(580)-749-5076		Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	

Attachment E
Exhibit 5 Reg Hr Clinic

Regular Hours Collections Sites

Regular Hours Collections Sites														
Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip	Phone	Fax Number	Hours of Operation	Services	Type	Appointment	Other
Kiowa	Send to Comanche or Jackson County Facilities													
Latimer														
LeFlore	Mayes Home Health	P	Mandilin Fuller	1512 North Broadway	Poteau	OK	74953	(918)-647-4403	(918)-647-3199	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Saber Transportation Support	P	Deb Reed	1500 South Broadway	Poteau	OK	74953	(918)-649-3659	(918)-649-0304	Mon-Fri 9:00am-4:00pm	R/N	U, A	N	
	Family Medical Clinic	P	Debbie Tiffie	104 Wall Street	Poteau	OK	74953	(918)-647-8635	(918)-635-3191	Mon-Fri 8:00am-5:00pm	R/N	U	N	
Lincoln	Stroud Regional Medical Center	P	Tammy Bassett	2308 Highway 66 West	Stroud	OK	74079	(918)-968-3571	(918)-968-4814	Mon-Sun 7:30am-7:00pm	R/N	U	N	
Logan	A and J Services	P	Austin Richardson	2219 Woodlawn Ave, Ste 4	Guthrie	OK	73044	(405)-293-6140	(405)-293-9109	Mon-Fri 7:00am-5:00pm				
	Xpress Wellness Urgent Care	P		1201 South Division Street	Guthrie	OK	73044	(405)-293-4504		Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
										Sun 1:00pm-7:00pm				
Love	Love County Mercy Health	P	Carol Steinbock	300 Wanda Street	Marietta	OK	73448	(580)-276-2400	(580)-276-4026	Mon-Fri 8:00am-5:00pm	R/N	U, A	N	
McClain	CRG Laboratories	P		300 North Meridian, Suite 105-S	Oklahoma City	OK	73107	(405)-943-6465	(405)-943-6460	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N	
McCurtain														
McIntosh	Urgent Care of Muskogee-Checotah	P		1002 West Gentry Ave, Ste A	Checotah	OK	74425	(918)-894-5551		Mon-Fri 8:30am-6:00pm	R/N	U, A	N	
										Sat 8:30am-2:00pm				
Major	Fairview Hospital	P	Randy Souter	523 East State Road	Fairview	OK	73737	(580)-227-3721	(580)-227-1300	Mon-Fri 8:00am-5:00pm	R/N	U	N	
Marshall														
Mayes	Advantage Testing	P	Amy/Eric Gwartney	109 N Fairland St, #109	Pryor	OK	74361	(918)-373-1215	(918)-825-3128	Mon-Fri 9:00am-5:00pm	R/N	U, A	N	
Murray	Arbuckle Memorial Hospital	P	Dustin Johnson	2011 West Broadway	Sulphur	OK	73086	(580)-622-2161	(580)-622-5519	Mon-Fri 8:00am-5:00pm	R/N	U	N	
Muskogee	Urgent Care of Muskogee	P		384 South 33rd Street, Suite D	Muskogee	OK	74401	(918)-686-0400	(918)-686-0455	Mon-Fri 8:00am-8:00pm	R/N	U, A	N	
										Sat 10:00am-6:00pm				
										Sun 12:00pm-6:00pm				
	Xpress Wellness Urgent Care (S)	P		2525 Chandler Road	Muskogee	OK	74403	(918)-681-7533	(918)-684-9033	Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
										Sun 1:00pm-7:00pm				
	Xpress Wellness Urgent Care (N)	P		550 West Shawnee Street	Muskogee	OK	74401	(918)-910-5186		Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
										Sun 1:00pm-7:00pm				
Noble	Send to Garfield or Kay County Facilities													
Nowata	Send to Craig, Rogers or Washington County Facilities													
Okfuskee	Send to Pottawatomie County Facility													
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm	Services	Type	Appointment Required	Other Instructions

Attachment E
Exhibit 5 Reg Hr Clinic

Regular Hours Collections Sites

Regular Hours Collections Sites														
Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other Instructions
	Diagnostic Laboratory of Oklahoma	P		13901 McAuley Blvd, Suite 103	Oklahoma City	OK	73134	(405)-748-8230	(405)-748-8233	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Diagnostic Laboratory of Oklahoma	P		3366 NW Expressway, Suite 150	Oklahoma City	OK	73112	(405)-945-4560	(405)-945-4837	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Diagnostic Laboratory of Oklahoma	P		3400 NW Expressway, Suite 400	Oklahoma City	OK	73112	(405)-945-4358	(405)-945-4431	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Diagnostic Laboratory of Oklahoma	P		4221 S Western Ave, Suite 5025	Oklahoma City	OK	73109	(405)-632-1521	(405)-632-0365	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	McBride Occupational Medicine	P	Diane Ward	4901 West Reno, Suite 500	Oklahoma City	OK	73127	(405)-230-9250	(405)-943-0742	Mon-Fri 7:00am-3:30pm	R/N	U, A, H	N	
	Med-Eval Clinic	P	Emily Bamlet	36 Northeast 52nd Street	Oklahoma City	OK	73118	(405)-840-2180	(405)-456-6800	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Rhea Health	P	Tai Kirk	1419 South Council Road	Oklahoma City	OK	73128	(405)-440-2095	(405)-440-2318	Mon-Fri 8:00am-5:30pm	R/N	U, A	N	
	McBride Occupational Medicine	P	Diane Ward	3406 South Boulevard	Edmond	OK	73013	(405)-230-9700	(405)-230-9711	Mon-Fri 7:00am-5:00pm	R/N	U, A, H	N	
Okmulgee	Send to Tulsa County Facility													
Osage	Sand Springs Medical Associates	P	Trish	401 East Broadway Street	Sand Springs	OK	74063	(918)-246-3456	(918)-246-3457	Mon-Thurs 8:00am-1:00pm & 2:00pm-4:00pm	R/N	U	N	
Ottawa	Inter Tribal Substance Abuse Prevention & Treatment Center	P	Michael Adams	21 South Eight Tribe Trail	Miami	OK	74354	(918)-542-5543	(918)-540-3123	Mon-Fri 8:00am-5:00pm	R/N	U	N	
	Xpress Wellness Urgent Care	P		2518 North Main	Miami	OK	74354	(918)-540-9077		Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
	Diagnostic Laboratory of Oklahoma	P		310 2nd Ave SW, #100	Miami	OK	74354	(800)-891-2917		Mon-Thur 7:00am-4:30pm Fri 8:00am-3:00pm	R/N	U	N	
Pawnee	Send to Payne County Facility													
Payne	Global 7	P	Tana Rae Moore	1402 A East Main	Cushing	OK	74023	(405)-310-1322	(405)-310-1550	Always available, call ahead	R/N	U, A, H	Y	
	Bristow Endeavor Healthcare	P	Kassidy Leach	2340 East Main Street	Cushing	OK	74023	(918)-225-6904	(918)-225-4559	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N	
	Diagnostic Laboratory of Oklahoma	P		819 South Pine Street	Stillwater	OK	74075	(405)-624-0429	(405)-624-0436	Mon-Fri 8:00am-12:00pm & 1:00pm-5:00pm	R/N	U, H	N	
	AMC Urgent Care Plus	P	Wendy Bond	1909 West 6th Street, Suite B	Stillwater	OK	74074	(405)-385-0029	(405)-385-0079	Mon-Sat 9:00am-8:30pm Sun 10:00am-5:30pm	R/N	U, A, H, S	Y	
Pittsburg	Mills Chiropractic	P	Kathy Mills	300 West Carl Albert Parkway	McAlester	OK	74501	(918)-423-1879	(918)-423-2946	Mon-Thur 9:00am-6:00pm & Fri 9:00am-1:00pm	R	U, A	N	
	Xpress Wellness Urgent Care	P		340 South George Nigh Expressway	McAlester	OK	74501	(918)-420-9854		Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation Ex: M-TH: 7:45am-11:45am 12:45am-4:00pm	Services	Type	Appointment Required	Other Instructions

Attachment E
Exhibit 5 reg hr clinic

Regular Hours Collections Sites

Regular Hours Collections Sites														
Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other Instructions
	Xpress Wellness Urgent Care	P		1817 Arlington Street	Ada	OK	74820	(580)-279-0985	(580)-279-0986	Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
										Sun 1:00pm-8:00pm				
	Diagnostic Laboratory of Oklahoma	P		1414 Arlington Rd, Suite 1500	Ada	OK	74820	(580)-310-0953	(580)-310-0948	Mon-Fri 8:30am-4:30pm	R/N	U	N	
Pottawatomie	Xpress Wellness Urgent Care (S)	P		12 East MacArthur Street	Shawnee	OK	74804	(405)-275-1001	(405)-275-1201	Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
										Sun 1:00pm-7:00pm				
	Xpress Wellness Urgent Care (N)	P		4296 North Harrison Street	Shawnee	OK	74804	(405)-788-4102		Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
										Sun 1:00pm-7:00pm				
	Convergence Solutions Laboratory	P	Wanda Hill, Hyla Wood	1503 North Shawnee Avenue	Shawnee	OK	74804	(405)-395-0556	(405)-395-0558	Mon-Fri 8:00am-5:00pm	R/N	U, A, H, S	N	
Pushmataha	Rolland Ellis Flatt	P	Ruth Mazzare	603 Northeast 2nd Street	Antlers	OK	74523	(580)-298-3351	(580)-298-6137	Mon-Fri 8:30am-12:00pm	R/N	U, H	N	
										& 2:00pm-4:00pm				
	Zen Gee Counseling & Psych Services	P	Christy Milam	1322 West Main	Antlers	OK	74523	(580)-298-5062	(580)-298-9958	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N	
Roger Mills	Send to Custer or Beckham County Facilities													
Rogers	Xpress Wellness Urgent Care	P		2036 South Miller Lane	Catoosa	OK	74015	(918)-739-4552		Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	
				Suite F						Sun 10:00am-6:00pm				
	Advantage Testing	P	Amy/Eric Gwartney	109 North Fairland Street, #109	Pryor	OK	74361	(918)-373-1215	(918)-825-3128	Mon-Fri 9:00am-5:00pm	R/N	U, A	N	
	AMC Urgent Care Plus	P	Keli Swanson	9003 North Garnett Road	Owasso	OK	74055	(918)-272-2882	(918)-928-4225	Mon-Sat 9:00am-8:30pm	R/N	U, A, H, S	Y	
										Sun 10:00am-5:30pm				
	Generations Family Medical Clinic	P	Jill Spreiter	206 East Blue Starr Drive	Claremore	OK	74017	(918)-341-8100	(918)-341-8139	Mon-Thurs 8:00am-7:00pm	R/N	U	N	
										Fri 8:00am-3:00pm				
	Generations Family Medical Clinic	P	Jill Spreiter	403 Redbud	Chelsea	OK	74016	(918)-789-3146	(918)-789-5650	Mon-Thurs 8:00am-5:00pm	R/N	U	N	
										Fri 8:00am-3:00pm				
	St. John Urgent Care Clinic	P	LaFonda Bruner	1910 South Falcon Avenue	Claremore	OK	74019	(918)-629-7415	(918)-403-6388	Mon-Fri 8:00am-7:30pm	R/N	U, A, H	N	
										Sat-Sun 9:00am-6:00pm				
Seminole	Send to Pottawatomie County Facility													
Sequoyah	Send to Haskell County Facility													
Stephens	Urgent Med	P	Jay Gregston	2004 N Highway 81, Suite E	Duncan	OK	73533	(580)-252-1911	(580)-252-1020	Mon-Fri 9:00am-9:00pm	R/N	U, H	N	
										Sat-Sun 9:00am-6:00pm				
	Xpress Wellness Urgent Care	P		2088 US Highway 81	Duncan	OK	73533	(580)-606-6201		Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N	

Attachment E

Exhibit 5 Reg Hr Clinic

Regular Hours Collections Sites														
Offeror Name: National Occupational Health Services														
Offeror Point of Contact:														
Site Status: O = Offeror's owned site, P = Third-party site														
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday														
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated														
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing														
Appointment Y = Yes, N = No														
County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	Phone Number	Fax Number	Hours of Operation	Services	Type	Appointment Required	Other Instructions
Texas	Xpress Wellness Urgent Care	P		2215 N US Highway 64	Guymon	OK	73942	(580)-754-2280		Mon-Fri 8:00am-6:00pm	R/N	U, A, H	N	
Tillman	Memorial Hospital & Physicians Group	P	Brenda Reichert/Tony Hyde	319 East Josephine Street	Frederick	OK	73542	(580)-335-7565	(580)-335-7325	Mon-Fri 7:30am-5:00pm	R/N	U, H, S	N	
Tulsa	National Occupational Health Services	O	Tonya Swan	6732 East 41st Street	Tulsa	OK	74145	(918)-794-4777	(918)-794-4778	Mon-Fri 8:00am-6:00pm	R/N	U, A, H, S	N	
	Generations Family Medical Clinic	P	Jill Spreiter	12410 East 86th Street North	Owasso	OK	74055	(918)-272-0033	(918)-272-0039	Mon-Thur 8:00am-5:30pm Fri 8:00am-5:00pm	R/N	U	N	
Wagoner	Xpress Wellness Urgent Care	P		2036 South Miller Lane Suite F	Catoosa	OK	74015	(918)-739-4552		Mon-Sat 8:00am-8:00pm Sun 10:00am-6:00pm	R/N	U, A, H	N	
Washington	The Center for Therapeutic Interventions	P	Judy Trent	1366 Southeast Washington Boulevard	Bartlesville	OK	74006	(918)-333-3828	(918)-333-3875	Mon-Fri 9:00-4:45pm	R	U	N	
	Generations Family Medical Clinic	P	Jill Spreiter	400 Southeast Frank Phillips Boulevard	Bartlesville	OK	74003	(918)-333-3136	(918)-333-3169	Mon-Fri 8:00am-12:00pm 1:00pm-5:00pm	R/N	U	N	
Washita	Send to Custer County Facility													
Woods	Scribner Transportation	P	Nicole	326 7th Street	Alva	OK	73717	(580)-732-0378		Mon-Fri 9:00am-4:00pm	R/N	U	N	
	Share Medical Center	P		800 Share Drive	Alva	OK	73717	(580)-430-3366	(580)-430-3365	Mon-Fri 9:00am-5:00pm	R/N	U, A	Y	
Woodward	Woodward Drug & Alcohol Testing (located in the Ultimate Safety Building)	P	Yolanda Ford	1120 40th Street	Woodward	OK	73801	(580)-254-0129	(580)-256-7513	Mon-Fri 7:30am-5:00pm	R/N	U, A	N	
	Xpress Wellness Urgent Care	P		1327 Oklahoma Avenue	Woodward	OK	73801	(580)-254-2377	(580)-254-2388	Mon-Sat 8:00am-8:00pm Sun 1:00pm-7:00pm	R/N	U, A, H	N	
	Alliance Health Woodward Clinic (Workplace Facility Woodward Regional Hospital)	P	Heather Donely	1101 Hillcrest	Woodward	OK	73801	(580)-254-8600	(580)-256-3624	Mon-Fri 8:00am-5:00pm	R/N	U	Y	
Benton	Medquick Lab	P		1501 SE Walton Blvd	Bentonville	AR	72712	(479)-657-6740	(479)-657-6665	Mon-Fri 8:00am-6:00pm Sat 9:00am-2:00pm	R/N	U, A, H	N	
	Sticking with Compassion	P		2800 Southwest 14th Street	Bentonville	AR	72712	(479)-273-1862	(479)-273-6972	Mon-Fri 7:30am-4:00pm	R/N	U, A, H	N	
Miller	Ark-La-Tex Health Centers	P	James Raker	1414 Arkansas Boulevard	Texarkana	AR	71584	(870)-773-7246	(870)-773-7318	Mon-Fri 8:30am-12:30pm & 2:00pm-5:30pm	R/N	U, A, H, S	Y	
Sebastian	Applicant Information	P		10929 Old Highway 71 South	Fort Smith	AR	72916	(479)-649-8601	(479)-646-1017	Mon-Fri 8:00am-4:00pm	R/N	U, A, H, S	N	
	Sparks Occupational Medicine	P	Amy Panis	8600 South 36th Terrace	Fort Smith	AR	72908	(479)-709-7422	(479)-709-7468	Mon-Fri 9:00am-4:00pm	R/N	U, A, H	N	
Finney	Chiropractic Center & Occupational	P	Suzanne Phipps	805 North Main Street	Garden City	KS	67846	(620)-276-8284	(620)-276-6653	Mon-Wed 8:30am-5:30pm	R/N	U, A, H, S	Y	

Attachment E
Exhibit 5 Reg Hr Clinic

Regular Hours Collections Sites

Regular Hours Collections Sites													
Offeror Name: National Occupational Health Services													
Offeror Point of Contact:													
Site Status: O = Offeror's owned site, P = Third-party site													
Days: M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday, S = Saturday, SU = Sunday													
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated													
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing													
Appointment Y = Yes, N = No													
		Site				Zip	Phone			Hours of Operation		Appointment	Other
										Fri 8:30am-12:00pm			
	Xpress Wellness Urgent Care	P		1021 Fleming Street	Garden City	KS	67846	(620)-287-2010		Mon-Sat 8:00am-8:00pm	R/N	U, A, H	N
										Sun 1:00pm-7:00pm			
Labette	Labete Health	P		1902 South Highway 59	Parsons	KS	67357	(620)-820-5351	(620)-421-0476	Mon-Fri 24 hours a day	R/N	U, A, H	N
Crawford/ Mitchell	SEK Urgent Care	P	Michelle Beaman	200 East Centennial Drive	Pittsburg	KS	66762	(620)-231-8003	(620)-231-8502	Mon-Sat 8:00am-7:00pm	R/N	U, A, H	N
										Sun 1:00pm-7:00pm			
Sedgwick	Centro Labs/Kelly Compliance	P	Erin Roberts	759 North West Street	Wichita	KS	67203	(316)-942-3926	(316)-942-2161	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	N
	EMSI	P		400 North Woodlawn Street	Wichita	KS	67208	(316)-685-6200	(316)-685-7575	Mon-Fri 8:00am-5:00pm	R/N	U, A, H, S	Y
Jasper	Freeman OccuMed	P	Lisa Ahles	1500 Case Street	Carthage	MO	64836	(417)-350-0625	(417)-359-9132	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	Y
	Freeman OccuMed	P	Christy Haverfield	3201 McClelland Boulevard	Joplin	MO	64804	(417)-347-6625	(417)-347-5007	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	Y
Newton	Freeman OccuMed	P	Cheryl Pickett	336 South Jefferson	Neosho	MO	64850	(417)-451-2205	(417)-455-4298	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	Y
Brazos	Any Time Analysis	P	Donna Harris	1507 S College Ave	Bryan	TX	77801	(979)-823-9000	(979)-823-9005	Mon-Fri 8:00am-5:30pm	R/N	U, A	N
Fayette	Any Time Analysis	P	Crystal Taylor	264 S Reynolds St	LaGrange	TX	78945	(979)-968-3239	(979)-968-3248	Mon-Fri 8:00am-5:30pm	R/N	U, A	N
Grayson	DAL	P		1010 La Salle Drive	Sherman	TX	75090	(903)-813-5625	(903)-868-2415	Mon-Fri 8:30am-4:00pm	R/N	U, A	Y
Harris	Medical Screening Clinic	P	Sherri Stockdale	3350 Fairview Street	Pasadena	TX	77504	(713)-944-9830	(713)-944-6116	Mon-Thurs 7:00am-5:00pm	R/N	U, A, H	Y
										Fri 7:00am-4:00pm			
Lamar	Salas Minor Emergency Center	P		1655 Northeast Loop 286	Paris	TX	75460	(903)-739-9191	(903)-739-9191	Mon-Fri 9:00am-5:00pm	R/N	U, A, H, S	Y
Travis	St. David's Occupational Health Services	P	Chris K.	918 E 32nd St	Austin	TX	78705	(512)-544-8195	(512)-544-8285	Mon-Fri 8:00am-4:30pm	R/N	U, A	Y
Wichita	Grace Medical Clinic	P		1208 Brook Avenue	Wichita Falls	TX	76301	(940)-761-3333	(940)-766-6302	Mon-Fri 8:00am-5:00pm	R/N	U, A, H	Y
Wilbarger	Family Pharmacy	P	Kim Morrison	1720 Hilcrest Drive	Vernon	TX	76384	(940)-552-2999	(940)-552-5347	Mon-Thur 9:00am-6:00pm	R/N	U, A, H	Y

Exhibit #6 24 Hour Collections Sites

Offeror Name: National Occupational Health Services													
Offeror Point of Contact:													
Site Status: O = Offeror's owned site, Sub = Third-party site													
* Phone number provided is for after hours. Phone number for regular hours, see regular hours sites listing													
Services: R = Regulated, N = Non-regulated, R/N = Both regulated and non-regulated													
Type: U = Urine drug testing, H = Hair drug testing, S= Saliva drug testing, A = Alcohol testing													
Appointment Required: Y = Yes, N = No													
Oklahoma or Neighboring State County	Site Name	Site Status	Site Contact	Address	City	State	Zip Code	*Phone Number	Fax Number	Services	Type	Appointment Required	Other Instructions
Beckham	Extreme Wellness	Sub	Suzanne Mellor	2103 South Main Street,Suite N	Elk City	OK	73644	(580)-799-6020	(580)-243-0701	R/N	U, A, H, S	N	
Choctaw	Kopps on the Run	Sub	Lena Kopp	2689 US Highway 70	Hugo	OK	74743	(580)-326-9400	(580)-326-9411	R/N	U, A, H, S	N	
Comanche	Center for Occupational Health	Sub	Valerie Hale	602 South East Wallock	Lawton	OK	73501	(580)-355-9675	(580)-250-6624	R/N	U, A, H	N	Go to Comanche County ER for after hours, they will page
	Allied Lab	Sub	Doug & Deana Walters	5423 NW Cache Road	Lawton	OK	73505	(580)-591-1998	(580)-351-0911	R/N	U, A, H	Y	
Custer	Schoonmaker Drug Testing	Sub	Micci Schoonmaker	540 South 30th Street	Clinton	OK	73061	(580)-309-3784	(580)-323-0645	R/N	U, A, H	N	
Grady	Motionworks Sports Industrial Safety	Sub	Brenda Mink	3410 South 4th Street	Chickasha	OK	73018	(405)-574-4022	(405)-224-9677	R/N	U, A, H	Y	
McCurtain	People Plus, Inc.	Sub	Ross Chandler	6 Northwest 2nd Street	Idabel	OK	74745	(580)-286-8554	(580)-286-6576	R/N	U, A, H	Y	
Mayes	Advantage Testing	Sub	Amy & Julie	109 North Fairland Street, #109	Pryor	OK	74361	(918)-373-1215 Amy	(918)-825-3128	R/N	U, A	N	
								(918)-695-7930 Julie					
Oklahoma	Rhea Health	Sub	Rita Greer & June Fuglestad	1419 South Council Road	Oklahoma City	OK	73128	(405)-440-2095	(405)-440-2318	R/N	U, A	Y	Always on call
Payne	Global 7	Sub	Tana Rae Moore	1402 A East Main	Cushing	OK	74023	(405)-310-1322	(405)-310-1550	R/N	U, A	Y	Always on call
Pontotoc	Drug Test Compliance of OK	Sub	Scott Ennis	1120 North Mississippi	Ada	OK	74820	(580)-421-9000	(580)-421-9115	R/N	U, A, H, S	N	N
Pottawatomie	Convergence Solutions Laboratory	Sub	Wanda Hill	1503 North Shawnee Avenue	Shawnee	OK	74804	(405)-395-0556	(405)-395-0558	R/N	U, A, H, S	N	Afters hours on call
Rogers	Advantage Testing	Sub	Amy & Julie	109 North Fairland Street, #109	Pryor	OK	74361	(918)-373-1215 Amy	(918)-825-3128	R/N	U, A	N	
								(918)-695-7930 Julie					
Tulsa	National Occupational Health Services	O	Kym Rojo	6732 East 41st Street	Tulsa	OK	74145	(918)-794-4777	(918)-794-4778	R/N	U, A, H, S	Y	Always on call
Sebastian	Sparks Occupational Medicine	Sub	Amy Panis	8600 South 36th Terrace	Fort Smith	AR	72908	(479)-629-1426	(479)-709-7468	R/N	U, A, H	Y	Always on call
Labette	Labette Health	Sub		1902 South Highway 59	Parsons	KS	67357	(620)-820-5351	(620)-421-0476	R/N	U, A, H	N	Mon-Fri 24 hours
Brazos	Any Time Analysis	Sub	Donna Harris	1507 S College Ave	Bryan	TX	77801	(979)-823-9000	(979)-823-9005	R/N	U, A	N	N
Fayette	Any Time Analysis	Sub	Donna Harris	264 S Reynolds St	LaGrange	TX	78945	(979)-218-9420	(979)-968-3248	R/N	U, A	N	N

SW555 NOHS MSA_ Signature needed

Final Audit Report

2022-08-03

Created:	2022-08-01
By:	Asha Parks (asha.parks@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb_c869VyuctR2IWv01fcgZzYxzW14pr1

"SW555 NOHS MSA_ Signature needed" History

-  Document created by Asha Parks (asha.parks@omes.ok.gov)
2022-08-01 - 3:27:19 PM GMT
-  Document emailed to bpetty@nohs.com for signature
2022-08-01 - 3:30:15 PM GMT
-  Email viewed by bpetty@nohs.com
2022-08-01 - 4:00:26 PM GMT
-  Signer bpetty@nohs.com entered name at signing as Bradley J Petty
2022-08-01 - 9:49:55 PM GMT
-  Document e-signed by Bradley J Petty (bpetty@nohs.com)
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-  Email viewed by tim.tuck@omes.ok.gov
2022-08-02 - 2:17:58 PM GMT
-  Signer tim.tuck@omes.ok.gov entered name at signing as Tim Tuck
2022-08-02 - 2:18:30 PM GMT
-  Document e-signed by Tim Tuck (tim.tuck@omes.ok.gov)
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 Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)

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