CONTRACT AWARD

Date of Award: December 13, 2011

Contract ID: 0000000000000000000036535
Bid Event: EVT0000856
Replaces Contract: 09981

Procurement Officer: Tami Sherley
Telephone: 785/296-3122
E-Mail Address: tami.sherley@da.ks.gov
Web Address: http://da.ks.gov/purch

Item: Services, Alcohol and Drug Screenings

Agency/Business Unit: Department of Administration, Office of Human Resources

Period of Contract: January 1, 2012 through December 31, 2016
(With the option to renew for two (2) additional one (1) year periods)

Contractor: GERSON ASSOCIATES PC
10551 DECATUR RD STE 200
STE 200
PHILADELPHIA, PA 19154-3811
E-Mail: cward@uservices.com
Toll Free Telephone: 800-624-3784
Local Telephone: 215-637-6800
Fax: 215-637-7944
FEIN: 23-2584933
Vendor ID: 0000015811
Contact Person: Colleen Ward

Pricing: See page 22.

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.
Procurement Cards: Agencies may use a P-Card for purchases from this contract.
Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to the Division of Purchases Internet website. The document can be downloaded by going to the following website:

http://www.da.ks.gov/purch/Contracts/
TERMS AND CONDITIONS

1. **Contract Documents:** In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
   - Form DA 146a;
   - written modifications to the executed contract;
   - written contract signed by the parties;
   - the RFP, including any and all amendments; and
   - Contractor's written proposal submitted in response to the RFP as finalized.

2. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the Contractor.

3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

   Kansas Division of Purchases  
   900 SW Jackson St, Room 102N  
   Topeka, Kansas  66612-1286  
   RE: Contract Number 0000000000000000000036535  
   or to any other persons or addresses as may be designated by notice from one party to the other.

4. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
   - the Contractor fails to make delivery of goods or services as specified in this contract;
   - the Contractor provides substandard quality or workmanship;
   - the Contractor fails to perform any of the provisions of this contract, or
   - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

   The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

6. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

   In the event of termination, the Contractor shall receive payment prorated for that portion of the
contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor’s employees, and freight embargoes.

8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

12. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker’s Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

13. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

14. **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at
the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

15. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

16. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

17. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

18. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

20. **Retention of Records:** Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

21. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

22. **Modification:** This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its
provisions shall be effective.

23. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

24. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

25. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

26. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

27. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

28. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

29. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

30. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

31. **Debarment of State Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

32. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with
the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

33. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

34. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

36. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Contract price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

37. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

38. **Definitions:** A glossary of common procurement terms is available at http://da.ks.gov/purch, under “Purchasing Forms”.

39. **Indefinite Quantity Contract:** This is an open-ended contract between the Contractor and the State
to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

40. **HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

41. **Off-Shore Sourcing:** If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Division of Purchases and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

42. **On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

43. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

44. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

If payment due invoice is not received within sixty (60) calendar days of the provided service the Contractor shall be responsible for the payment and the State of Kansas will void the charge.

Payments shall not be made for costs or items not listed in this contract.

49. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

50. **Implied Requirements:** All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

51. **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
52. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

53. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

54. **Data:** Any and all data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

55. **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

56. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

57. **Contract Price:** Statewide contracts are awarded by the Division of Purchases to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Division of Purchases.

58. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.
SPECIFICATIONS

Services to be Provided:

A. Group 1 - Specimen Collection and Drug Testing

1. General Services – The Contractor shall:

   1.1 Provide specimen collection and laboratory drug testing services in accordance with the guidelines issued by the Federal Highway Administration as required by the Omnibus Transportation Employee Testing Act of 1991 and provisions of 49 C.F.R., Parts 40 and 382 as contained in Attachment A, as in effect on February 15, 1994, and any amendments thereto. The Contractor shall be responsible for ensuring program compliance for testing services in accordance with the current U.S. Department of Transportation guidelines and any updates or changes to the guidelines as they are issued.

   1.2 Provide for adherence to the Mandatory Guidelines for Federal Workplace Drug Testing Programs established by the U.S. Department of Health and Human Services, where applicable and appropriate, and any changes thereto for all services provided pursuant to this contract.

   1.3 Provide for collection, shipment, receipt, screening, and storage of all specimens obtained pursuant to the State of Kansas drug testing programs as specified and maintain strict security, chain of custody, quality control and preventive maintenance measures for all such services provided within the contractor’s direct control.

   1.4 Provide for the establishment, management, training, and oversight of a minimum of 40 fixed collection facilities with qualified staff. The number of sites can be changed as need determines and as agreed upon by the Director and the Contractor in writing. Collection site locations should enable all employees to be within approximately 35 miles of a collection site. (A list and map of the preferred testing site locations are attached.) In addition, provide mobile testing units with the capability to accommodate at least 30 people for random testing per day upon short notice. Testing shall be performed on a 24-hour basis as appropriate. Provide for overnight transport of specimens from all designated sites to the laboratory facility where screening will occur.

   1.5 Provide for performance of initial and confirmatory drug screens, and reviews as specified at a single laboratory facility operated by the Contractor for the designated classes of illicit drugs at established threshold levels on all specimens. The Director or designee may request in writing that a given specimen be screened for any substance listed in Schedule I or II of the Kansas Controlled Substance Act at technically acceptable threshold levels at no additional cost.

   1.6 Provide for the completion of all initial drug screens within 48 hours of the specimen’s receipt at the laboratory.

2. Credentials of Staff – The Contractor shall:

   2.1. Provide for the retention of an individual who is responsible for the day-to-day management of the urinalysis testing program, including quality control and meets the following minimum qualifications in analytical forensic toxicology:
(a) certified in forensic or clinical laboratory toxicology; or
(b) a Ph.D. in one of the natural sciences with an undergraduate and graduate education in biology, chemistry and pharmacology or toxicology; or
(c) 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 aforementioned individual must also meet the following criteria:
(a) appropriate experience in forensic toxicology including the analysis of biological material for illicit drugs; and
(b) appropriate training and experience in analytical forensic applications such as publications, court testimony, research and other factors which qualify the individual as an expert witness in forensic toxicology.

2.2 Provide for the retention of an individual who is responsible for the day-to-day operations of the urine testing program and supervision of the technical analysts and meets the following minimum qualifications:
(a) a bachelor's degree in the chemical sciences or medical technology or equivalent; and
(b) 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.

2.3 Employ sufficient personnel with the necessary training and experience (including in-service continuing education) to supervise and conduct the work of the urine testing facility and oversee proper functioning of the collection sites. Ensure competency of this staff by documenting their in-service training, reviewing their work, and verifying their skills.

2.4 Maintain an up-to-date procedures manual which is available to personnel performing tests and shall be followed by staff.

2.5 Employ qualified 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).

2.6 Employ laboratory and collection site personnel who supervise or conduct drug screening or specimen collection pursuant to this project must pass a Kansas Bureau of Investigation background check at the Contractor's expense upon request. These employees must be available to the Department of Administration's legal staff for consultative or expert witness purposes.

3. Laboratory requirements – The Contractor shall:

3.1 Maintain stringent security measures to control access and document which personnel are authorized access to the testing area, specimens and records. Make available to the Director or their designee, records on laboratory access.

3.2 Execute rigorous chain of custody procedures consistent with forensic protocol to maintain control and accountability of all specimens through receipt, testing and storage.

3.3 Maintain the capability to perform initial and confirmatory tests at the same facility.
for classes of drugs specified in Schedule I or II of the Kansas Controlled Substance Act.

3.4 Prepare laboratory standards with pure drug standards that are properly marked as to content, concentration and usage dates.

3.5 Report final results of drug screens to the Director or their designee within five working days by means that ensure confidentiality.

3.6 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.

3.7 Establish written procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics, tolerance limits trouble shooting and repair. Make available to the Office of Human Resources (OHR) records on preventive maintenance.

3.8 Employ capacity to store all of the state's specimens at the same facility where testing occurs in secure short-term refrigerated and long-term frozen storage which are maintained at acceptable temperatures.

3.9 Perform all testing with their own personnel and equipment and not subcontract for work unless otherwise authorized by the Director or their designee in advance.

3.10 Permit the state to conduct inspections of the laboratory facilities at will, with out prior notice.

4. Collection Site Requirements – The Contractor shall:

4.1 Provide for stringent security measures to control access and document personnel who are authorized access to areas where specimens and records are obtained or stored.

4.2 Provide rigorous chain of custody procedures to maintain control and accountability of all specimens through collection and shipping.

4.3 Establish safeguards to ensure that a specimen is not adulterated or contaminated and is properly identified.

4.4 Establish procedures that allow for individual privacy.

4.5 Provide refrigerated storage for all specimens awaiting shipment.

5. Operational Plan – The Contractor shall provide for the demonstration of acceptable procedures that ensure security, integrity, quality and confidentiality to:

5.1 Collect and store specimens in all required locations across the State.

5.2 Transport specimens within 24 hours from all established collection sites to the laboratory where testing occurs.

5.3 Receive, inspect and store specimens at the laboratory facility.
5.4 Conduct initial screening tests using immunoassay technology, either Enzyme Multiplied Immunoassay Technique (EMIT), Radioimmunoassay (RIA) or Fluorescence Polarization Immunoassay (FPIA), which meets the requirements of the Food and Drug Administration. Screen for at least the five standard classes of drugs at the threshold levels listed below:

<table>
<thead>
<tr>
<th>Drug Class</th>
<th>Cutoff Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana/Cannabinoids (THC)</td>
<td>50</td>
</tr>
<tr>
<td>Cocaine metabolite</td>
<td>300</td>
</tr>
<tr>
<td>Opiates</td>
<td>300</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines/Methamphetamines</td>
<td>1,000</td>
</tr>
</tbody>
</table>

5.5 Confirm all specimens that showed the presence of drugs above the cutoff levels from the initial test with a test using different technology to establish a confirmed positive test result.

5.6 Conduct confirmatory tests using Gas Chromatography/Mass Spectrometry (GC/MS) techniques. Use quantitative confirmation for at least the five (5) specified classes of drugs at the cutoff levels listed below:

<table>
<thead>
<tr>
<th>Drug Class</th>
<th>Cutoff Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana/Cannabinoids (THC)</td>
<td>15</td>
</tr>
<tr>
<td>Cocaine metabolite</td>
<td>150</td>
</tr>
<tr>
<td>Opiates</td>
<td>300</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines/Methamphetamines</td>
<td>500</td>
</tr>
</tbody>
</table>

5.7 Submit to the Medical Review Officer for forensic verification all specimens that showed the presence of the designated substances above the cutoff level or showed the presence of an adulterant as the result of a confirmatory test, and were certified by designated laboratory personnel as accurate. Verify opiates identification with a review of prescription medicines. A confirmed positive result for this class of drugs from the urine test must coincide with clinical evidence of illegal use of opium, opiate or opium derivative such as morphine or codeine. This requirement does not apply if the confirmatory test for opiates identified the presence of 6-monoacetylmorphine.

5.8 Communicate the result to the Director or their designee by FAX or other secure electronic means.

5.9 Dispose of all samples with results reported as negative after seven days. Retain samples which produce confirmed positive test results in long-term frozen storage at acceptable temperatures for a minimum of one year, or until the appeal process and all legal remedies have been exhausted.

6. Quality Control Measures - The Contractor shall maintain a quality assurance program to ensure:

6.1 Proper performance of all tests and proper reporting of all test results;

6.2 Acceptable analytical performance for all controls and standards to provide accurate and reproducible results;

6.3 Maintenance of quality control testing; and
6.4 Documentation of validity, reliability, accuracy, precision and performance characteristics of each test and test system.

6.5 Participation in proficiency testing of the College of American Pathologists, or equivalents and obtain satisfactory results in such testing, proof of which must be furnished to the Division Director or their designee quarterly.

6.6 Demonstrate implementation procedures that ensure carryover does not contaminate the testing of an individual’s specimen and document such procedures. A minimum of ten percent (10%) of all test samples are to be quality control samples.

7. Monitoring of Performance

7.1 The Contractor’s performance under any resulting contract shall be monitored by the Director, or designee.

7.2 Should the Director, or designee, determine that there are deficiencies in the services to be provided by the contractor, the Contractor will be notified, in writing, as to the precise nature of any complaints. Within fifteen (15) days of delivery of such notice, the Contractor shall be expected to correct or take reasonable action to correct the specified deficiencies, or the Director may assess a penalty of $50 per day until deficiencies are corrected. If there is any violation of individual privacy or release of information, the contract may be canceled, with the concurrence of the Division of Purchases and the Procurement Negotiating Committee.

8. Reporting and Record Keeping Requirements – The Contractor shall:

8.1 Submit quarterly program and fiscal status reports electronically in an excel spreadsheet that can be sorted describing the accomplishments of the program to the Director or their designee.

8.2 Follow the reporting systems established by the OHR. List all results by Sample Identification Number and forward them, along with the appropriate forms to the Director or their designee. Forward all test results to the OHR by FAX or other secure electronic means. Ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system. Retain copies of test results and appropriate forms.

8.3 Provide monthly reports that list statistical information regarding the drug screening of state employees and applicants for state employment during that month. Report the statistical summaries electronically in an excel spreadsheet that can be sorted in aggregate form without any personal identifying information.

For Initial Testing:
(a) Number of specimens received
(b) Number of specimens reported negative
(c) Number of specimens screened positive for:
   - Marijuana metabolites
   - Cocaine metabolites
   - Opiate metabolites
   - Phencyclidine
   - Amphetamines

For Confirmatory Testing:
(a) Number of specimens received for Confirmation
(b) Number of specimens reported negative
(c) Number of specimens confirmed positive for: Marijuana metabolites Cocaine metabolites Opiate metabolites Phencyclidine Amphetamines
(d) Number of specimens confirmed as adulterated.

8.4 Provide Chain of Custody (COC) forms that are acceptable to the Director or their designee. The COC form is to be used by collection site staff to initiate the drug screening process for an applicant or employee and will include a distinct specimen identification number for each specimen to be used for donor identification and reporting test results. The COC form shall include the State of Kansas agency identification number, the applicant or employee's name where appropriate, social security number, and space for noting any special circumstances identified by collection site staff. The COC is also used to log and note each action taken and each person involved, from the beginning of the drug screening process through the reporting of test results, for each urine sample.

8.5 Maintain and make available to the Director or their designee documentation on all aspects of the drug testing process for at least two years. Retain documentation for any tests under appeal or legal challenge until all remedies have been exhausted. Documentation includes:

(a) personnel files on all individuals authorized to have access to specimens;
(b) chain of custody documents;
(c) quality assurance/quality control records;
(d) procedure manuals;
(e) all test data and reports;
(f) performance records on performance testing; and
(g) hard copies of computer-generated data.

8.6 Obtain prior approval from the Director or their designee for the release or dissemination of any information related to this contract. The Contractor may release to only authorized employees of the Contractor or to the Director or their designee, records pertaining to the State of Kansas Drug Screening Program.

B. **Group 2 - Alcohol Testing**

1. General Services – The Contractor shall:

1.1 Provide alcohol testing services in accordance with the guidelines issued by the Federal Highway Administration as required by the Omnibus Transportation Employee Testing Act of 1991 and provisions of 49 C.F.R., Parts 40 and 382 as contained in Attachment A, as in effect on February 15, 1994, and any amendments thereto. Ensure program compliance for testing services in accordance with the current U.S. Department of Transportation guidelines and any updates or changes to the guidelines as they are issued.

1.2 Provide for collection, initial and confirmatory screening, and reporting results for all alcohol tests conducted pursuant to the "State of Kansas Alcohol and Controlled Substances Testing Program for Commercial Drivers" as specified and will maintain strict security, quality control and preventive maintenance
measures for all such services provided within the Contractor's direct control.

1.3 Provide all documents, materials, supplies, equipment and qualified personnel for alcohol testing.

1.4 Provide the following as required by the U.S. Department of Transportation alcohol testing guidelines:
   (a) Established procedures for alcohol testing.
   (b) Operational plan
   (c) Quality control measures
   (d) Reporting and record keeping requirements
   (e) Confidentiality of information

1.5 Provide expert witness testimony for test process and results verification; preparation of litigation package; consultative services as needed for alcohol testing.

1.6 Permit the state to conduct inspections of the collection sites at will, without prior notice.

2. Collection Site Requirements – The Contractor shall:

2.1 Provide for the establishment, management, training and oversight of a minimum of 30 fixed collection facilities with qualified staff. The number of sites can be changed as need determines and as agreed upon by the Director or their designee and the Contractor in writing. Collection site locations should enable all employees to be within approximately 35 miles of a collection site. (A list and map of the preferred testing site locations are attached.)

   In addition, the Contractor shall provide mobile testing units with the capability to accommodate at least 30 people for random testing per day upon short notice. Testing shall be performed on a 24-hour basis as appropriate.

3. Credentials of Staff – The Contractor shall

3.1 Employ Collection site personnel who supervise or conduct alcohol testing pursuant to this project that pass a Kansas Bureau of Investigation background check at the contractor's expense upon request. These employees must be available to the Department of Administration's legal staff for consultative or expert witness purposes.

3.2 Employ sufficient personnel with the necessary training and experience to supervise and conduct the work of the alcohol testing facilities and oversee proper functioning of the collection sites. Ensure competency of this staff by documenting their in-service training, reviewing their work and verifying their skills.

3.3 Maintain an up-to-date procedures manual which is available to personnel performing tests and shall be followed by staff.

4. Monitoring of Performance

4.1 The Contractor's performance under any resulting contract shall be monitored by the Director, or their designee.

4.2 Should the Director, or their designee, determine that there are deficiencies in
the services to be provided by the Contractor, the Contractor will be notified, in writing, as to the precise nature of any complaints. Within fifteen (15) days of delivery of such notice, the Contractor will be expected to correct or take reasonable action to correct the specified deficiencies, or the Director may assess a penalty of $50 per day until deficiencies are corrected. If there is any violation of individual privacy or release of information, the contract may be canceled, with the concurrence of the Division of Purchases and the Procurement Negotiating Committee.

5. Reporting and record keeping requirements – The Contractor shall:

5.1 Follow the reporting systems established by the Director or their designee. Forward all test results to the Director or their designee by fax or other secure electronic means. Ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system. Retain copies of test results and appropriate forms.

5.2 Provide monthly reports electronically in a spreadsheet that can be sorted that list statistical information regarding the alcohol testing of state employees during that month. Report the statistical summaries in aggregate form without any personal identifying information.

5.3 Maintain and make available to the Director or their designee documentation on all aspects of the alcohol testing process for the length of time required by the Federal Highway Administration and the Director or their designee. Retain documentation for any tests under appeal or legal challenge until all remedies have been exhausted.

5.4 Obtain prior approval from the Director or their designee for the release or dissemination of any information related to this contract. The Contractor may release to only authorized employees of the Contractor or to the Director or their designee, records pertaining to the State of Kansas Alcohol and Drug Testing Program for Commercial Drivers.

C. Group 3 - Medical Review Officer Services

1. General Services – The Contractor shall:

1.1 Provide Medical Review Officer services in accordance with the guidelines issued by the Federal Highway Administration as required by the Omnibus Transportation Employee Testing Act of 1991 and provisions of 49 C.F.R., Parts 40 and 382 as contained in Attachment A, as in effect on February 15, 1994, and any amendments thereto. Ensure program compliance for testing services in accordance with the current U.S. Department of Transportation guidelines and any updates or changes to the guidelines as they are issued.

1.2 Provide for adherence to the Mandatory Guidelines for Federal Workplace Drug Testing Programs established by the U.S. Department of Health and Human Services, where applicable and appropriate, and any changes thereto for all services provided pursuant to this contract.

1.3 Provide Medical Review Officer Services for the State of Kansas Drug Screening Program.
   (a) Receive and review test results of confirmed positive specimens submitted from the laboratory for appropriate chain of custody and/or
signs of tampering. Any signs of tampering or chain of custody problems shall be reported immediately to the Division Director or their designee.

(b) Review and interpret each confirmed positive test result and if appropriate or necessary:
   1. Review the applicant or employee’s medical history as appropriate for review of the specimen.
   2. Attempt to contact the applicant or employee to discuss results and/or review medical records.

(c) Verify the laboratory report and assessment.
(d) Notify the Director or their designee of verified positive tests via FAX or other secure electronic means and follow-up in writing by U.S.Mail.
(e) Recommend retest if appropriate.
(f) Make return-to-duty or follow-up testing recommendations in conjunction with the State of Kansas’ Employee Assistance Program.

1.4 Provide for the review of drug screen results for accuracy of testing methods and results as specified at a single facility operated by the Contractor for the designated classes of illicit drugs at established threshold levels on all specimens. The Director or their designee may request in writing that a given specimen be screened for any substance listed in Schedule I or II of the Kansas Controlled Substance Act at technically acceptable threshold levels.

1.5 Provide for the retention of a Medical Review Officer who is responsible for verifying all confirmatory test positive results and meets the following minimum qualifications:
   (a) licensed physician;
   (b) knowledge of substance abuse; and
   (c) appropriate medical or forensic training in the review of medical history and biomedical information.

1.6 Provide that personnel who supervise or conduct drug screening pursuant to this project must pass a Kansas Bureau of Investigation background check at the contractor's expense upon request and must be available to the Department of Administration’s legal staff for consultative or expert witness purposes.

2. Facilities Requirements - The Contractor shall:

2.1 Provide stringent security measures to control access and document which personnel are authorized access to the records. Make available to the Director or their designee, records on facility access.

2.2 Report final results of drug screens to the Director or their designee within five working days by means that ensure confidentiality.

2.3 Establish procedures that allow for individual privacy.

3. Operational Plan - The Contractor must demonstrate acceptable procedures that ensure security, integrity, quality and confidentiality to:

3.1 Review for forensic verification all specimens that showed the presence of the designated substances above the cutoff level as the result of a confirmatory tests, and were certified by designated laboratory personnel as accurate at the threshold levels listed below:

<table>
<thead>
<tr>
<th>Drug Class</th>
<th>Cutoff Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana/Cannabinoids (THC)</td>
<td>15</td>
</tr>
</tbody>
</table>
Cocaine metabolite 150
Opiates 300
Phencyclidine (PCP) 25
Amphetamines/Methamphetamines 500

3.2 Verify opiates identification in a confirmatory test with a review of prescription medicines. A confirmed positive result for this class of drugs from the urine test must coincide with clinical evidence of illegal use of opium, opiate or opium derivative such as morphine or codeine. This requirement does not apply if the confirmatory test for opiates identified the presence of 6-monoacetylmorphine.

3.3 Shall communicate the result to the Director or their designee by FAX, or other secure electronic means.

4. Monitoring of Performance

4.1 The Contractor's performance under any resulting contract shall be monitored by the Director or their designee.

4.2 Should the Director, or their designee, determine that there are deficiencies in the services to be provided by the Contractor, the Contractor will be notified, in writing, as to the precise nature of any complaints. Within fifteen (15) days of delivery of such notice, the Contractor will be expected to correct or take reasonable action to correct the specified deficiencies, or the Director may assess a penalty of $50 per day until deficiencies are corrected. If there is any violation of individual privacy or release of information, the contract may be canceled, with the concurrence of the Division of Purchases and the Procurement Negotiating Committee.

5. Reporting and Record Keeping Requirements – The Contractor shall:

5.1 Follow the reporting systems established by the Director or their designee. List all results by Sample Identification Number and forward them, along with the appropriate forms to the Director or their designee. Forward all test results to the Director or their designee by FAX, or other secure electronic means. Ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system. Retain copies of test results and appropriate forms.

5.2 Maintain and make available to the Director or their designee documentation on all aspects of the drug testing process for at least two years. Retain documentation for any tests under appeal or legal challenge until all remedies have been exhausted. Documentation includes:
   (1) personnel files on all individuals authorized to have access to records;
   (2) chain of custody forms;
   (3) procedure manuals;
   (4) all test data and reports; and
   (5) hard copies of computer-generated data.

5.3 Obtain prior approval from the Director or their designee for the release or dissemination of any information related to this contract. The Contractor may release to only authorized employees of the Contractor or to the Director or their designee, records pertaining to the State's Drug Screening Program.
Deliverables:

A. **Group 1 - Specimen Collection and Drug Testing** – The Contractor shall:

1. Provide final results of the drug screens within five working days of the specimen's receipt at the laboratory facility. Results will be transmitted by FAX or other secure electronic means, and access to data transmission or retrieval will be controlled.

2. Within 20 days following each three (3) month segment of the contract, provide a quarterly summary electronically in an excel spreadsheet that can be sorted by program and fiscal status and proficiency testing results.

3. Within 20 days following each month of the contract, transmit written reports incorporating the monthly data as required in the following sections a, b, c, d, and e:
   a. Total number of specimens received for initial screening, confirmatory tests and Laboratory Director review.
   b. Total number of specimens reported negative for initial screening and confirmatory tests.
   c. Number of specimens screened positive for and confirmed positive for the classes of drugs for which screening is to occur as specified in this contract.
   d. Number of re-analysis requested by Medical Review Officer.
   e. Total number of confirmatory test positive results not certified by the Medical Review Officer and the reason each result was not certified.

4. Provide all necessary materials, equipment and supplies for all services provided. This will include specimen containers with security features suitable for shipment; shipping and packing materials; specified forms; laboratory testing supplies including pure drug and laboratory standards; refrigerated and frozen specimen storage facilities; equipment and immunoassay and Gas Chromatography/Mass Spectrometry technology; equipment for electronic transfer of results; and computer hardware and software for laboratory reporting requirements.

5. At the Director's or their designee's request, provide expert witnesses for pretrial and trial at no cost, including any travel and lodging of such expert witnesses. Provide telephone consultation to the Director or their designee at no additional charge to the Office.

6. Provide training for collection sites at no cost to the Office. If such training is determined by the Director and the Contractor to require on site visits, the Contractor shall provide for the travel and lodging of such trainers.

7. Neither test nor receive compensation for any specimens that are not received with a complete and correct chain of custody form unless requested by the Director or their designee.

8. Bill the Director of the Office of Human Resources or their designee for payment of specimen collection and drug screens.

B. **Group 2 - Alcohol Testing** - The Contractor shall:

1. Provide final alcohol test results below 0.02 within five (5) working days of the collection by FAX or other secure electronic means or by mail. Provide final alcohol test results at or above 0.02 by FAX immediately following collection. Access to data transmission or retrieval will be controlled.
2. Provide reports in the manner required by the Federal Highway Administration and the OHR.

3. Provide all necessary materials, equipment and supplies for all services provided.

4. At the Director's or their designee’s request, provide expert witnesses for pretrial and trial at no cost, including any travel and lodging of such expert witnesses. Provide telephone consultation to the Director or their designee at no additional charge to the OHR.

5. Provide training for collection sites at no cost to the Director. If such training is determined by the Director or their designee and the Contractor to require on site visits, the Contractor shall provide for the travel and lodging of such trainers.

6. Receive no compensation for any alcohol tests that have not been conducted in accordance with program guidelines.

7. Bill authorized contract users for payment of alcohol tests. Authorized contract users are the Human Resource Managers or designees responsible for the drug and alcohol screening programs within their respective state agencies.

C. **Group 3 - Medical Review Officer Services** – The Contractor shall:

1. Provide final results of the drug screens within five working days of the specimen’s receipt at the facility. Results will be transmitted by FAX or other secure electronic means and access to data transmission or retrieval will be controlled.

2. Provide a quarterly summary electronically in an excel spreadsheet that can be sorted by program and fiscal status and proficiency testing results within 20 days following each three-month segment of the contract.

3. Provide written reports incorporating the monthly data as required in the following sections a, b, c, d, e, and f, within 20 days following each month of the contract:
   a. Total number of confirmatory test positive results reviewed;
   b. Number of reanalysis requested;
   c. Number of retests requested;
   d. Number of confirmatory test positive results not confirmed by MRO due to:
      (1) results being consistent with legal drug use; or
      (2) scientifically insufficient data.
   e. Total number of results confirmed by the MRO for:

<table>
<thead>
<tr>
<th>Drug Class</th>
<th>Cutoff Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana/Cannabinoids (THC)</td>
<td>15</td>
</tr>
<tr>
<td>Cocaine metabolite</td>
<td>150</td>
</tr>
<tr>
<td>Opiates</td>
<td>300</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines/Methamphetamines</td>
<td>500</td>
</tr>
</tbody>
</table>
   f. Total number of results confirmed by the MRO to be adulterated.

4. At the Director's or their designee’s request, provide expert witnesses for pretrial and trial at no cost, including any travel and lodging of such expert witnesses. Contractor shall provide telephone consultation to the Director or their designee at no additional charge to the OHR.

5. Neither test nor review or receive compensation for any specimens that are not received with a complete and correct chain of custody form unless requested by the OHR.
6. Bill authorized contract users for payment of Medical Review Officer services. Authorized contract users are the Human Resource Managers or designees responsible for the drug and alcohol screening programs within their respective state agencies.

State Resources to be Provided:

1. The Director or their designee will provide the Contractor with the names and telephone numbers of staff who have been assigned responsibility for administration of drug and alcohol testing program operations for the State of Kansas.

2. The Director or their designee will ensure that the Contractor is provided the necessary information regarding applicants and employees who are to be tested.

3. The Contractor will be responsible for fringe benefit expenditures as well as provide for office supplies, training, mileage, furniture, office equipment or anything else not specifically identified as being provided by the OHR.

4. The Director or their designee will provide the Contractor with a list of the authorized contract users. The list will include the State of Kansas agency name and department number, and the name, address and telephone numbers for the State of Kansas agency's Human Resource Managers and designees.
COST SHEET

JANUARY 1, 2012 THROUGH DECEMBER 31, 2012
Charge for each specimen submitted for review $17.00 plus actual collection cost

JANUARY 1, 2013 THROUGH DECEMBER 31, 2013
Charge for each specimen submitted for review $17.00 plus actual collection cost

JANUARY 1, 2014 THROUGH DECEMBER 31, 2014
Charge for each specimen submitted for review $17.00 plus actual collection cost

JANUARY 1, 2015 THROUGH DECEMBER 31, 2015
Charge for each specimen submitted for review $17.00 plus actual collection cost

JANUARY 1, 2016 THROUGH DECEMBER 31, 2016
Charge for each specimen submitted for review $17.00 plus actual collection cost