



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: June 27, 2016

Due: July 25, 2016 no later than 4:00 P.M. (CST)

RFP #16-005-78

Random Drug Screenings for Specialty Court Participants (Shelby County Division of Community Services)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide Random Drug Screening for Specialty Court Participants. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County

Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. (CST) on Monday, July 25, 2016.** Proposals should be addressed to:

Carla J. Hayes, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

The package containing the original (clearly identified as original), one USB flash drive and five (5) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, RANDOM DRUG SCREENINGS FOR SPECIALITY COURT PARTICIPANTS, RFP #16-005-78" noted on the outside.

Sincerely,

Carla J. Hayes, Buyer
Shelby County Government
Purchasing Department

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government on behalf of the Division of Community Services (the "County"), is seeking proposals from interested and qualified companies or professionals to provide random drug screenings to Specialty Court Participants (the "Services"). This Request for Proposal ("RFP") is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of three (3) years' experience in performing drug screenings.
2. Have sufficient licensed, competent, and skilled staff, with experience in performing the required Services.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Utilize a certified laboratory for testing all samples.
5. Collect directly observed urine collections by same gender staff.
6. Must be able to enter test results directly into TNWITS system or have a web based system that interfaces with TNWITS.
7. **Apply and qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office (*prior to submitting your response*) (MANDATORY, see details outlined below).
8. Provide a written statement of compliance that you adhere to all Title VI requirements and provide proof/documentation if necessary.
9. Provide proof of the minimum insurance requirements (MANDATORY, please review closely).
10. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). *Proof and documentation of employment eligibility must be included with the proposal, if applicable.*

Please Note: *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number.*

*If your company does **NOT** have a vendor number and EOC number you can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:*

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. **(Applications for a vendor number are accepted online only.)**

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and *mail or fax* the completed packet to the EOC office. The mailing address is 160 N. Main, Street, 2nd Floor, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

Note: Because of the length of time it takes to receive an EOC number, proposals from vendors who apply prior to the RFP due date will be accepted pending EOC approval of their application.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Carla J. Hayes, Buyer
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Carla Hayes in writing at carla.hayes@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be July 11, 2016 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted to the County’s website at www.shelbycountyttn.gov within forty-eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **July 25, 2016 @ 4:00 p.m. (CST)**. Facsimile or electronically submitted (emailed) proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be considered for evaluation. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Monday, June 27, 2016
Deadline for Written Questions	Monday, July 11, 2016
Proposal Due Date	Monday, July 25, 2016 by 4:00 pm (CST)
Notification of Award	August 2016
Services to Commence	September 2016 or immediately upon execution of the contract

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

g. Disclosure of Proposal Contents

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. *All proposals and other materials submitted become the property of Shelby County Government.*

h. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more.

Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general Providers bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general Providers.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or proposer to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or proposer can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
 - c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
 - d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general Providers meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.
 - (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
 - (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
 - (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.
 - (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS

a. Background

Shelby County manages several specialty courts which require their participants to participate in random drug screenings.

Persons who are receiving random testing may be participating in Drug Court, Mental Health Court, or Veteran's Court.

b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

c. Project Time Frame

The initial contract term will begin September 1, 2016 or immediately upon execution of the contract through June 30, 2017, with the option to renew for four (4) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The proposer must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

d. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Proposer's books relative to the Accounts.

e. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in the RFP document, see Section XI and XII. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

f. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At

least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE/SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as "Provider") and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

All Proposers should be able to perform the following task and comprehensively describe their ability to perform as instructed under Proposal Format, item (2) Comprehensive Response on page 25.

1. **Automated Random Selection:** The Provider will provide, support and maintain a random testing calendar that adheres to parameters specified by the Court and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the web based case management system; and
 - e. Manually order a one-time or unscheduled test for individual donors via the web based management system.
2. **Client Notification:** The Provider will provide, support, and maintain a donor notification call-in system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date and phone number of when donors call;
 - c. At a minimum provide English and Spanish language options;
 - d. Automatically calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;

- f. Allow the supervising case manager to post custom text-to-speech messages and appointment reminders for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Allow donors to opt into an interactive text message notification in lieu of call-in notification.
3. **Specimen Collections:** The Provider will conduct same gender, directly observed urine collections and will also provide oral fluid and hair specimen collection options. The Provider will:
- a. Provide, maintain and operate a Patient Service Center (PSC) for specimen collections, the Court and Provider shall mutually agree to the location of the office;
 - b. Operate the collection site from 6:00 am to 4:00 pm on weekday testing days, 8:00 am to 12:00 pm on weekend and holiday testing days, and during regularly posted business hours on non-testing weekdays.
 - c. Staff the office with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction regarding the confidentiality of alcohol and drug testing information;
 - d. Provide an incident report if a donor attempts to use a device, adulterate a sample, or substitute a sample;
 - e. Conduct brief orientation sessions when each new donor reports for an initial test and on an as needed basis. The orientation sessions will provide donors with the necessary information regarding the alcohol and drug testing process. For select donors, the orientation may include the explanation and execution of a Court approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms;
 - f. Conduct a breath alcohol test on all donors;
 - g. Check samples for a valid temperature range; and
 - h. If applicable, collect donor payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee. Personal checks will not be accepted.
4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Court.
5. **Laboratory Testing:** The Provider shall:
- a. Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA), the College of American Pathologists Forensic Drug Testing (CAP), or an equivalent agency;
 - b. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted) all screens must include EtG testing plus up to 7 assays of the court's selection;
 - c. Process a second screen on all positive immunoassay screens using a new aliquot of the specimen prior to reporting the positive specimen;

- d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.); Conduct confirmation via GC/MS or LC-MS/MS as requested by the Court;
- e. Retain non-negative specimens for five (5) business days;
- f. Store positive samples in secure, frozen store for thirty (30) days;
- g. Test assays at the cut-off levels listed in Table 1 below; and

Table 1

Assay	Specimen	Screen Cut-off	Confirmation Cut-off
Amphetamines <i>Methamphetamines, Ecstasy, & MDMA</i>	Urine	1000 ng/mL	250 ng/mL
Cannabinoids	Urine	20 ng/mL	10 ng/mL
Cocaine	Urine	300 ng/mL	50 ng/mL
Opiates <i>Codeine, Morphine, 6-MAM, Oxycodone, Hydrocodone, Hydromorphone</i>	Urine	300 ng/mL	100 ng/mL
PCP	Urine	25 ng/mL	25 ng/mL
Barbiturates	Urine	200 ng/mL	100 ng/mL
Benzodiazepines	Urine	200 ng/mL	100 ng/mL
Meperidine	Urine	200 ng/mL	100 ng/ml
Methadone	Urine	300 ng/mL	50 ng/mL
Methamphetamines	Urine	500 ng/mL	250 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
Propoxyphene	Urine	300 ng/mL	50 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
ETS	Urine	N/A	100 ng/ml
Buprenorphine	Urine	5 ng/mL	50 ng/mL
Carisoprodol (SOMA)	Urine	100 ng/mL	200 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
Heroin (6MAM)	Urine	10 ng/mL	10 ng/mL
Ketamine	Urine	100 ng/mL	100 ng/mL
LSD	Urine	0.5 ng/mL	200 pg.mL
Oxycodone	Urine	100 ng/mL	100 ng/mL
Tramadol	Urine	200 ng/mL	100 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines	Hair	500 pg/mg	500 pg/mg

<i>Methamphetamines & Ecstasy</i>			
Cocaine	Hair	500 pg/mg	500 pg/mg
Opiates <i>Codeine, Morphine, 6-MAM, Oxycodone, Hydrocodone, Hydromorphone</i>	Hair	200 pg/mg	200 pg/mg
PCP	Hair	300pg/mg	300pg/mg
Cannabinoids	Hair	1pg/mg	0.1pg/mg
Amphetamines	Oral Fluid	50 ng/mL	20 ng/mL
Benzodiazepines	Oral Fluid	20 ng/mL	1 ng/mL
Buprenorphine	Oral Fluid	5 ng/mL	1 ng/mL
Cocaine	Oral Fluid	20 ng/mL	2 ng/mL
Cannabinoids	Oral Fluid	8 ng/mL	2 ng/mL
Opiates	Oral Fluid	40 ng/mL	1 ng/mL
Oxycodone	Oral Fluid	40 ng/mL	1 ng/mL
Methadone	Oral Fluid	50 ng/mL	5 ng/mL
Methamphetamines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Breath Alcohol Test	Breath	0.00	0.00
Mitragynine/Hydroxymitragynine	Urine	5ng/mL	2ng/mL

*pg/mg = picogram per milligram of hair
ng/mL = nanogram per milliliter of urine*

- h. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.
6. **Electronic Chain of Custody:** The web based case management system shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
 7. **Results Reporting:** The Provider shall report all test results and related information via the web based case management system. Specifically the Provider shall:
 - a. Subject to selection of Specimen Collection option, report “No Shows” on a daily basis and test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
 8. **Information Reporting:** The web based management system shall provide the Court with program analytics that aid the Court in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. An overview all testing activities; and

- e. Detailed views of the historic and future testing calendars, among others.
9. **Primary Contact, Staffing Sessions & Lay Testimony:** The Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider. The primary contact or other Provider personnel shall attend treatment court staffing sessions on a regular basis and provide court testimony when and if needed.
10. **Expert Testimony:** The Provider shall provide legal affidavits and/or expert testimony upon request. The Court will work with Provider to provide as much advance notice as possible for expert testimony needs.
11. **Newsletter:** The Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.
12. **Training & Orientation Sessions:** The Provider will conduct training and orientation sessions for judges, attorneys, and court staff with respect to alcohol and drug testing process. Provider will work with the Court to mutually schedule the training and orientation sessions.
13. **Monthly Account Summary:** The Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.
14. **Provider web based case management system:** The Provider must use a web based case management system that interfaces with the state mandated TNWITS system.

X. **CONTRACT REQUIREMENTS**

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. **General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct

becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the

termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability; age, race, color; religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be

affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver, and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as, the response of the Provider thereto, all of which are maintained on file within Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and

instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) *The Provider shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.*

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/PROVIDER PROJECTS GREATER THAN \$1,000,000

Minimum Limits of Insurance

Provider/Provider shall maintain coverage with limits of no less than:

- 1) Commercial General Liability Insurance \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, and members of boards,

agencies and commissions shall be named as insureds. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Contractual
- d) Independent Contractors
- e) Broad Form Property Coverage
- f) Personal Injury and Advertising Liability

2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage. Coverage is to be provided on all:

- a) Owned/Leased Autos
- b) Non-Owned Autos
- c) Hired Autos

3) *Workers Compensation and Employers' Liability Insurance* - Worker's Compensation statutory limits as required by Tennessee Law. This policy should include Employers Liability Coverage for \$1,000,000 per accident. Provider/Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.

All policies will provide for 60 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

Proposers are required to provide evidence of the above coverage with their proposal and, shall maintain said insurance during the entire Contract period as well as provide renewal Certificates of Insurance on each anniversary date. The certificate holder is to read:

Shelby County Government
Contracts Administration Section
County Attorney's Office
160 N. Main Street, 9th Floor, Suite 950
Memphis, TN 38103

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase an extended reporting endorsement or replacement coverage with the same retroactive date and furnish evidence of same to the County.

If the Provider maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insured.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on Monday, July 25, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. The Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization

for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as original), 1 USB flash drive and five (5) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, ELECTRONIC MONITORING, RFP #16-005-78**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: Please download the attachment to this document. The Proposal Response Sheet *(required document)* should be the first page of your written response.

1. **Cover Page/Proposal Response Cover Sheet** – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. **Comprehensive Response** *(This portion of the proposal must address each item listed below)*
 - a. This portion of the proposal must specifically address all requirements and services outlined in Section II – Minimum Requirements and Section IX Purpose/Scope of Work in your proposal.
 - b. Outline of how respondent can meet or exceed the minimum requirements.

- c. Detail of how the respondent is qualified to provide the services required.
- d. Detail the techniques, approaches and methods that will be utilized to complete the project including a detailed plan on proposed strategy.

3. Cost and Fees

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.
- d. Tennessee sales tax shall not be included in the proposer's proposal.

4. Experience of the Respondent

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the proposer's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. **References**

- a. References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.
- b. Information detailing similar projects completed by the bidder within the past three (3) years.

6. **Additional Information**

- a. A description of any other resources available to the Proposer that will be useful in providing the Services;
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. **EVALUATION PROCESS**

1. **Initial Review** – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. **Technical Review**- Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines. ***The total maximum points the proposer can receive is 100.***

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Qualifications and experience of specific personnel assigned to this project;
- b. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
- c. Project methodology;
- d. Previous experience in performing similar Services;;
- e. References;
- f. Proposed cost to Shelby County Government; and
- g. Time frame of Completion

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT TO OF THE OTHER

3. Oral Presentation.

Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

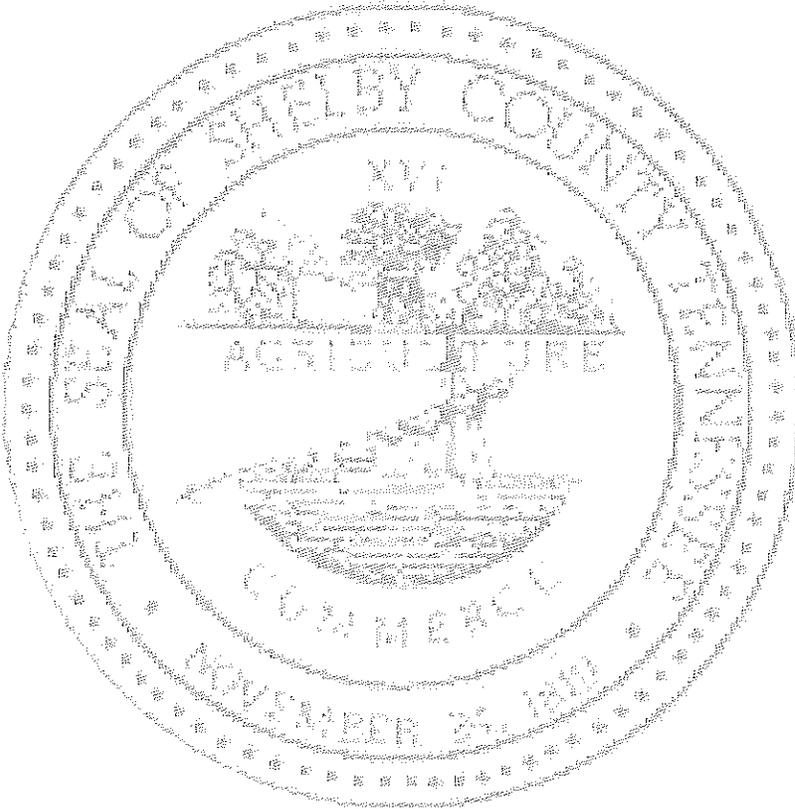
Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.





1. **Automated Random Selection:** The Provider will provide, support and maintain a random testing calendar that adheres to parameters specified by the Court and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the web based case management system; and
 - e. Manually order a one-time or unscheduled test for individual donors via the web based management system.

Avertest uses a comprehensive, evidenced based random selection approach that has a proven track record of helping clients develop coping and refusal skills to substance use. Through Aversys, clients are randomly selected for testing based on the Courts' specified test frequencies. Aversys provides the Courts the ability to specify custom randomization schedules for individual clients as well as different donor groups, such as clients served by Drug Treatment Court, Veterans Court, or Mental Health Court. The Specialty Courts may direct that a client test at a fixed frequency, at a fluctuating frequency, or on-demand (i.e., same day). Testing is not tied to court, supervision or treatment appointments. Randomly selected clients have an equal probability of testing on each day, including holidays and weekends. The Courts can view past and future test scheduling through Aversys' selection calendar at its convenience.

2. **Client Notification:** The Provider will provide, support, and maintain a donor notification call-in system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date and phone number of when donors call;
 - c. At a minimum provide English and Spanish language options;
 - d. Automatically calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages and appointment reminders for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Allow donors to opt into an interactive text message notification in lieu of call-in notification.

Each client is assigned to a Frequency Group and is provided a Personal Identification Number (PIN). The Frequency Group determines the clients testing frequency (e.g., 7-9x per month), is based on parameters specified by the Courts, can be changed by the Courts as necessary, and most importantly is never known by the client. The PIN is unique to each client and is used to determine if they need to test or not, simply by calling a multi-lingual notification line each day and entering their individual PIN.

On a daily basis, clients call the multi-lingual Notification System to determine if they are required to test or not. The average call length is just thirty-one (31) seconds and there is no hold or wait time. Additionally, clients can choose to use an optional text message notification feature that sends clients an interactive text message. Court personnel can use text-to-voice functionality to enter client specific appointment reminders (e.g. "You are scheduled to meet with Officer Smith on Tuesday at 2:30 p.m.")

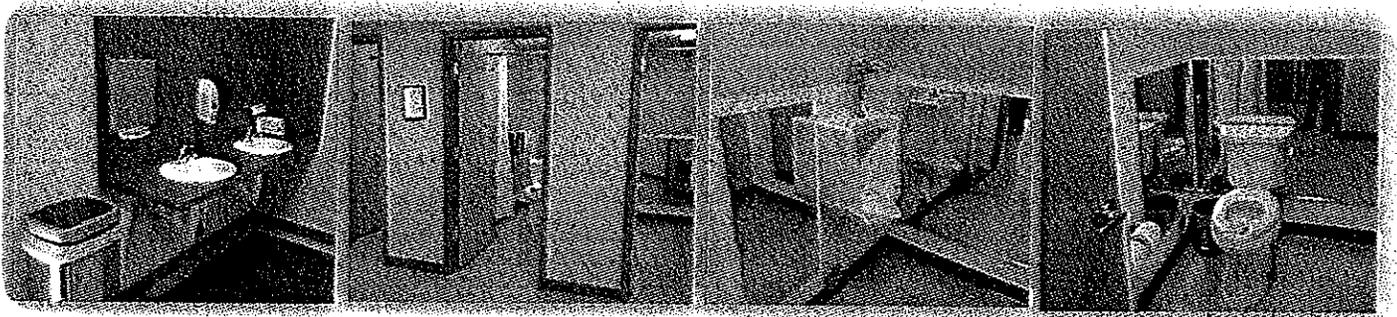


that serve as appointment reminders and have a proven track record of increasing the “show rate” for supervision meetings, treatment and court. Court staff can also enter program wide messages (e.g. “Due to inclement weather, all court dockets are canceled today.”). Additionally, Court staff are alerted if a client fails to call the Notification System; this feature augments supervision and enables early intervention. A Call Log tracks each client’s call patterns and calculates a call-in compliance score for each client, which is then recorded in Aversys and accessible at any time by the Specialty Courts, depending on the permissions specified by the Courts.

3. **Specimen Collections:** The Provider will conduct same gender, directly observed urine collections and will also provide oral fluid and hair specimen collection options. The Provider will:
 - a. Provide, maintain and operate a Patient Service Center (PSC) for specimen collections, the Court and Provider shall mutually agree to the location of the office;
 - b. Operate the collection site from 6:00 am to 4:00 pm on weekday testing days, 8:00 am to 12:00 pm on weekend and holiday testing days, and during regularly posted business hours on non-testing weekdays.

Avertest Patient Service Centers (aka, collection facilities) provide a pro-social, neutral environment and allow clients the convenience of completing a visit in less than three (3) minutes. Services delivered in a customer centric manner that afford the client convenience, respect, and dignity shift clients’ perspective of drug testing from stick to carrot and plays a key role in helping clients to developing lasting coping and refusal skills to new substance use. Avertest currently operates Patient Service Centers in Tennessee and will work with the Courts to determine the optimal location for the Shelby Courts site. Avertest typically plans 8-12 weeks to implement services, but can (and has) implement services in less than two weeks if circumstances dictate. The Avertest real estate team will consult with Courts to identify desired area and will then conduct a preliminary real estate search to identify prospective site locations. Avertest PSCs are generally located in close proximity to the Courts or treatment and and at a location that is accessible by public transportation. The Avertest PSC will operate during the hours specified by the Courts, e.g. 6:00 am to 4:00 pm on weekday testing days, 8:00 am to 12:00 pm on weekend and holiday testing days, and during regularly posted business hours on non-testing weekdays.

Avertest PSCs are designed specifically for observed sample collections. The following pictures illustrate key testing center features:





- Hand Washing Station – the hand washing station is separate from the collection rooms and is designed to allow the specimen collector watch the participant wash and dry hands prior to providing a sample.
 - Collection Room Mirrors – collection rooms are equipped with mirrors to provide the specimen collector with a 360-degree view of the participant.
 - Collection Room Curtains – the collection room door is always closed during a collection, but the curtains visible in the second picture are also drawn to ensure the participant’s privacy.
- c. Staff the office with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction regarding the confidentiality of alcohol and drug testing information;
- d. Provide an incident report if a donor attempts to use a device, adulterate a sample, or substitute a sample;

Avertest specializes in conducting directly observed forensic specimen collections, providing this service to hundreds of courts every day. Avertest employs collection specialists that have passed a criminal background check and drug test, to conduct the specimen collections. Avertest does not subcontract or outsource specimen collections to third parties that focus on workplace testing – the differences between forensic and workplace specimen collections are of Grand Canyon proportions. Avertest specimen collectors are certified to comply for 49 CFR Part 40 and are trained to maintain direct line of sight when conducting a sample collection and use strict protocols to minimize potential for substitution or adulteration, and provide an incident report to the Courts should an incident take place. Equally as important, our specimen collectors fulfill a neutral role and are trained to establish a pro-social environment and to treat clients with respect and dignity throughout the sample collection process. Neutrality ensures that the court, probation and treatment receive objective data and mitigates undue paranoia experienced by some clients. Avertest takes pride in helping people to achieve sobriety and reunite with family. Clients often express their gratitude and appreciation for helping them to become healthier and showing that Avertest cares.

Collection Specialist Staffing & Training – Avertest Values govern our processes and quality assurance plan that addresses every element of our service offering, ranging from the people Avertest hires to the customers that it works alongside and the clients it serves. The Avertest human resources department has a proven track record of recruiting and hiring the most qualified team to deliver quality, reliable services. Smart hiring decisions, help improve service quality for the Court and clients alike and contribute to high retention and low personnel turnover. Once specimen collectors are hired, the Avertest Training and Quality Assurance team conduct initial training that starts and ends with how to treat clients with respect, dignity, and confidentiality while conducting a rigorous sample collection, including the validation of temperature ranges. New personnel shadow experienced staff, review written manuals, participate in mock role playing scenarios, discuss scenarios with a trainer, and complete written tests. Avertest ascribes to the philosophy that training is a continuous process and requires that all specimen collectors complete ongoing monthly training sessions that focus on select procedures. Each month the Avertest Training and Quality Assurance team administers one to three training modules that are designed to help specimen collectors maintain good skills as well as provide a refresher of Avertest procedures. Initial and monthly training topics include sample collection, confidentiality, privacy, adulteration and tampering, ‘shy bladder’, confiscating devices, incident reports, de-escalation tactics, and most importantly how to treat clients with respect and



dignity. Moreover, the Avertest onboarding process, Employee Guidebook, and employee maintenance cover reference checks, E-Verify, criminal background checks, and a drug test.

- e. **Conduct brief orientation sessions when each new donor reports for an initial test and on an as needed basis. The orientation sessions will provide donors with the necessary information regarding the alcohol and drug testing process. For select donors, the orientation may include the explanation and execution of a Court approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms;**

Avertest Donor Orientation Sessions are designed to position clients for success by providing a 'how to roadmap'. Avertest collection specialists provides clients with a Testing Card, a Drug & Alcohol Testing Agreement, and a Medication Guide during the donor orientation. Each of these features is described below.

- **Testing Card – Avertest provides every client with a multi lingual Test Card. A Test Card is the size of a business card and includes all of the information a client needs to comply with drug testing requirements. Avertest encourages clients to carry the Test Card at all times, use it as a reminder that they are in the recovery process and to use it as a built-in excuse if a bad influencer is encouraging substance use. Simply stated, the Test Card is the client's road map to success.**
 - **Medication Guide – Avertest provides every client with a multi lingual Medication Guide that includes a list of approved substances for common symptoms. To qualify as an approved substance, the substance must not be affiliated with drug abuse nor can the substance present any cross-reactivity issues.**
 - **Drug & Alcohol Testing Agreement – Avertest encourages the use of a one-page multi-lingual Drug & Alcohol Testing Agreement that clearly outlines the substance abuse testing requirements. This agreement helps clients to shift their thought process from how to use drugs to how to remain sober. The Court has already adopted the recommended use of the Avertest Drug & Alcohol Testing Agreement.**
- f. **Conduct a breath alcohol test on all donors;**
 - g. **Check samples for a valid temperature range;**

Avertest conducts a breath alcohol test on every client submitting a specimen, unless instructed otherwise. When accompanied with a urine or oral fluid specimen collection there is no additional charge for the breath alcohol test. The breath alcohol test allows us to definitively identify intoxicated defendants and to take action (e.g., find them a ride, call probation) to protect the client's safety and public safety. Avertest uses an Alco-Sensor FST, a hand-held breath alcohol-testing device designed to read blood/breath alcohol concentrations. Breath alcohol test results are recorded, tracked and reported through Aversys. The Alco-Sensor FST, is an evidential grade breath alcohol detector uses top-of-the-line integrated fuel cell technology to produce precise, accurate, and repeatable results on direct breath sample testing. Per a standing schedule Avertest conduct and track an "accuracy check" results by running a standard with a known alcohol concentration through the breathalyzer sampling system to verify the result is within an acceptable tolerance range of the expected value. If an "accuracy check" fails to meet the standard, Avertest conduct a calibration process and repeat the



"accuracy check" to validate the calibration process.

- h. If applicable, collect donor payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee. Personal checks will not be accepted.

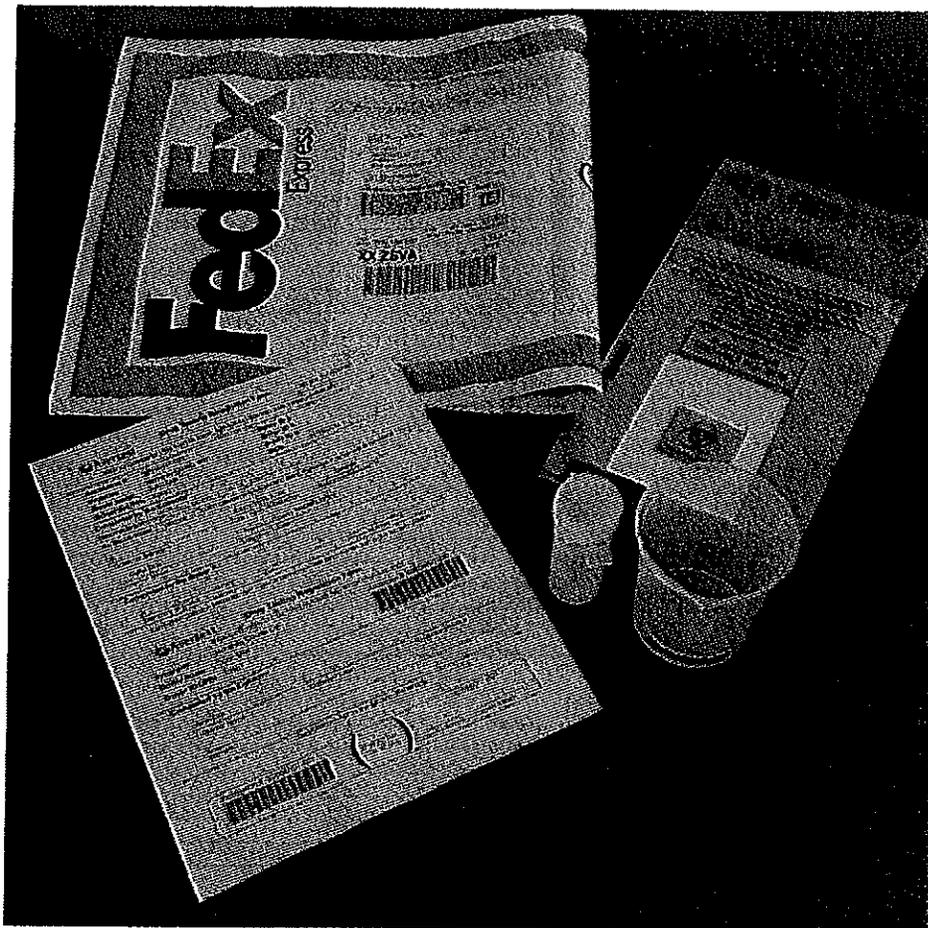
The Avertest client check-in process, which is completed in less than thirty (30) seconds, includes the collection of client payments via cash, money order, cashier's check, debit card, or credit card. Avertest agrees to establish an online payment system for clients wishing to pay with credit or debit card via the internet within the term of this Agreement. Through Aversys, the Court can establish standard client co-pay amounts as well as enter client specific co-pay amounts or vouchers for an approved number of samples or time period. The Court will have 24/7 access to detailed accounting reports in Aversys that provide both transparency and visibility for budget management.

- 4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Court.

Avertest will work with the Courts to determine the optimal pick-up and or transportation work flow for samples collected by court staff. After the Courts decides on pick-up locations, Avertest will have samples collected within a twenty-four (24) hours of notice from the Court and using a courier service, and provide the same service for any other partner programs.

Avertest will provide the Courts with sterile urine and oral fluid sample collection kits that contain all of the items necessary to conduct specimen collections, transport samples, and maintain a legally defensible chain of custody (COC). Collection kit supplies include a form with tamper evident label, collection cup, shipping labels, and shipping materials (bag, insert, absorption napkin, etc.).

The following picture provides an illustration of the most commonly used drug testing supplies. The tamper evident bar code label captures the who, when, where, and what information and also incorporates the Program and site address for tracking purposes. There is also an option to use a hand written COC form as circumstances may require from time to time.



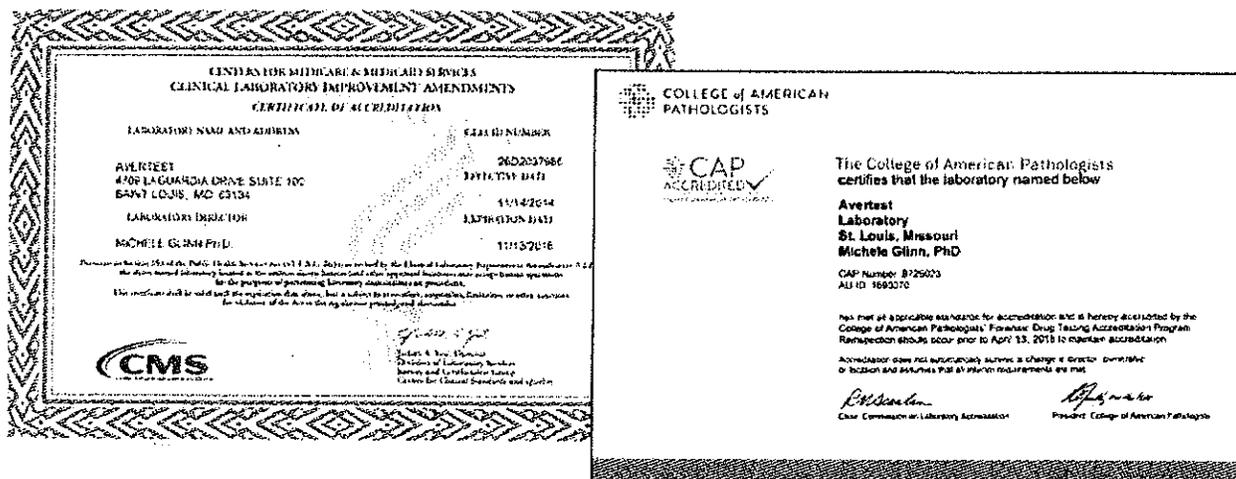
5. Laboratory Testing: The Provider shall:

- a. Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA), the College of American Pathologists Forensic Drug Testing (CAP), or an equivalent agency;
- b. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted) all screens must include EtG testing plus up to 7 assays of the court's selection;
- c. Process a second screen on all positive immunoassay screens using a new aliquot of the specimen prior to reporting the positive specimen;
- d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.); Conduct confirmation via GC/MS or LC-MS/MS as requested by the Court;
- e. Retain non-negative specimens for five (5) business days;
- f. Store positive samples in secure, frozen store for thirty (30) days;
- g. Test assays at the cut-off levels listed in Table 1 below; and
- h. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.



Random Drug Screening for Specialty Court Participants
RFP No. 16-005-78 Purpose/Scope of Work

The Avertest laboratory is Clinical Laboratory Improvements Amendment (CLIA) Accredited by the U.S. Department of Health and Human Services and the College of American Pathologists – Forensic Drug Testing (“CAP-FDT”). The laboratory is managed and operated by PhD and master level toxicologists who use proven technologies accepted by the scientific community and evaluated by peer-reviewed journals. Avertest can test for over 1,500 substances across multiple specimen types (urine, oral fluid, hair, sweat, blood). The laboratory personnel are Diplomats of the American Board of Forensic Toxicology (ABFT) and our Laboratory Director is an inspector for the American society of Crime Laboratory Accreditation Board (ASCLD-LAB). Avertest use a full range of instrument based laboratory testing methodologies, including heterogeneous and homogenous immunoassay, enzyme-linked immunosorbent (ELISA), gas chromatography / mass spectrometry (GC/MS), and liquid chromatography tandem mass spectrometry (LC/MS/MS). These laboratory analyzers are the same instruments used by hospitals, undergo routine preventive maintenance, are calibrated on a weekly basis, and control samples are run on a daily basis. All assays will be tested at the cutoff level specified by the Court and second screens conducted on all positive immunoassay screens use a new aliquot of the specimen prior to reporting the positive specimen, in order to verify the positive reading beyond a shadow of a doubt. Avertest also conducts specimen validity testing via creatinine testing on all samples. Avertest can also test specific gravity, PH, oxidants when needed. Test results are reported on a next business day basis following sample collection (e.g., test results for samples collected on Monday are reported on Tuesday), which is a full day faster than next business day following arrival of sample at the laboratory. Positive specimens are cataloged in secure frozen storage for thirty (30) days or longer as requested by the Court. Negative specimens are cataloged in secure storage for a period of five (5) days. Through Aversys, Avertest’s proprietary web-based information management system, the Court can monitor stored specimens and extend the storage period for individual specimens on an as needed, when needed basis. All test results reported by Avertest satisfy the Daubert rules of evidence, the legal standard regarding the admissibility of scientific evidence. All test results are also supported by established case law. Images of our CLIA Certificate of Accreditation and CAP-FDT License are illustrated below:





6. **Electronic Chain of Custody:** The web based case management system shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.

The Avertest chain of custody (COC) procedure is designed to ensure that a valid sample is collected, appropriately tested, and accurately reported. The COC captures all of the relevant who, when, what, and where information via the creation of sample specific bar code labels designed to track the sample from client check-in to sample collection to laboratory analysis to secure storage to sample destruction and all steps in-between. Avertest uses an electronic COC that affords a number of benefits over traditional paper based donor to collector to lab COC procedures. Benefits include: ability to track a sample throughout the entire process; reduced check-in time; client privacy; improved accuracy due to reduced human error; no penmanship issues; time-stamped audit trails; and more timely results reporting.

During a client's initial visit, Aversys facilitates the storage of a client picture for future client identification. Aversys also records demographic information (e.g., date of birth, gender, and race) and other identifying information such as junior/senior or twin, all of which may be incorporated in the bidirectional interface(s) between the Courts' case management system(s) and Aversys. This information is surfaced in Aversys during the client check-in process, allowing the specimen collector to verify the client's identify via photo I.D. and other demographic data. This process helps to reduce the burden of identification for defendants that lack an acceptable photo I.D. and requires that Avertest coordinate with the Courts only during the client's initial visit.

7. **Results Reporting:** The Provider shall report all test results and related information via the web based case management system. Specifically, the Provider shall:
 - a. Subject to selection of Specimen Collection option, report "No Shows" on a daily basis and test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;

Together, the Court, related Court partners, and Avertest will establish seamless bi-directional interfaces between TNWITS and Aversys that allows for secure, seamless web services data flow and enables Court personnel to quickly and easily manage a client's drug testing dosage and needs. On a daily basis, "No Shows" are reported in Aversys and available for review by Court personnel in real-time. Test results for urine and oral fluid are reported on a next business day basis following sample collection (e.g., test results for samples collected on Monday are reported on Tuesday), while results for hair and blood specimens would be reported within three (3) to five (5) business days of their collection. All results and test data are reported in Aversys, and their viewing can be customized by the Courts to be seen listed by supervising case manager, program type, etc.

- d. Assist with results interpretation; and
- e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.

Avertest provides consultation and training services that range from simple phone consultations to formal training seminars. Consultation and training services are included for no additional cost and



are based on our experience gained from working with 350 judicial programs. The Shelby-based Avertest managers will serve as the Court's primary contact for day-to-day consultations. Formal training seminars are conducted both in-person and via webinars. Training topics include: Tools of Testing (urine, oral fluid, hair, blood); Dilution and Prevention; and Drug Testing Best Practices. Consultations cover a broad range of topics, including results explanation, assessment of new use or residual, and advice on how to test for special situations, among many other topics. The combination of consultations and a comprehensive test menu help to ensure that the Court uses the optimal tool for a given situation.

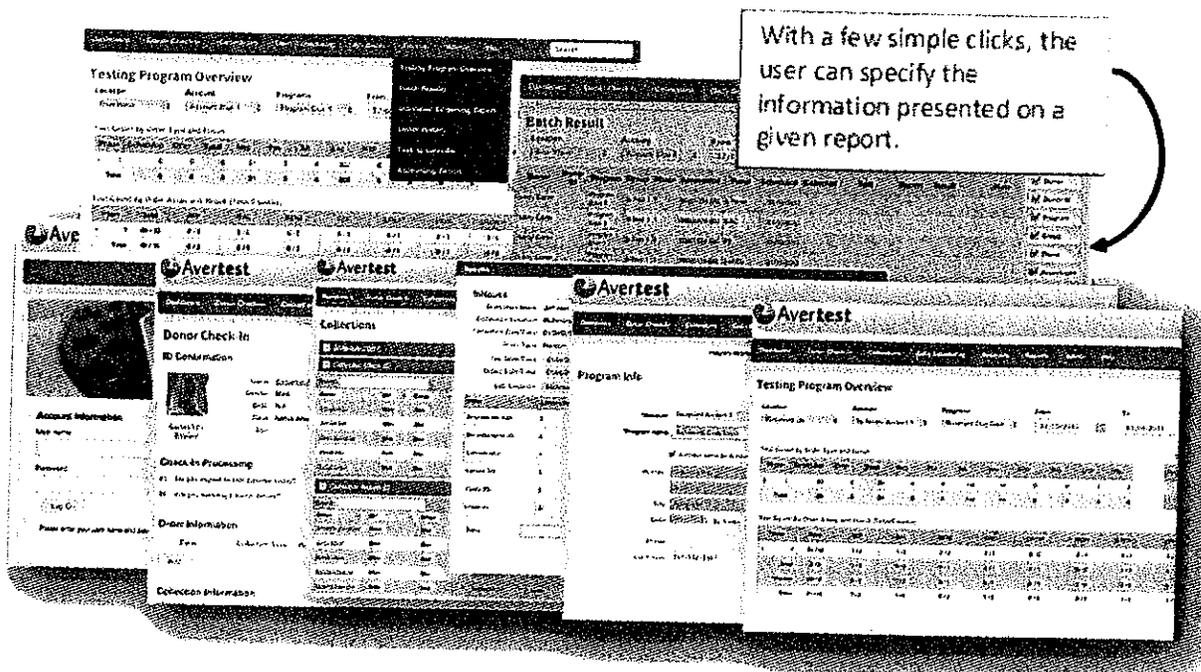
8. **Information Reporting:** The web based management system shall provide the Court with program analytics that aid the Court in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
- a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. An overview all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.

Avertest will provide the Courts with access to Aversys, an interactive web-based donor enrollment and management system. Aversys allows Shelby County Specialty Courts and other relevant county agencies the ability to (i) enroll new clients (or inactivate existing clients), (ii) enter client specific co-pay amounts, (iii) specify drug panels or order a custom panel for a specific client, (iv) specify a client's testing frequency or enter excused test periods, (v) designate vouchers for specific donors, (vi) track donor payments, and (vii) track and review donor test history. Aversys maintains a client profile with all the information related to the client's participation in his/her testing Program, including demographic, identification, custom panels, random scheduling frequency, manual orders, notification settings and information, scheduling exceptions, insurance information, and test history, among other details. Each client is included in a Program and Aversys manages all of the Program settings as well, including test menu and pricing, order selection and rotation parameters, scheduling frequency parameters, program notification settings, approved collection sites, and customer / provider access and permissions, among other details. The management of these data elements is facilitated via a bidirectional interface between TNWITS and Aversys that allows for secure, seamless web services data flow and enables Court personnel to quickly and easily manage a client's drug testing dosage and needs.

Aversys provides the Court with program analytics and aid the user in data analysis and report generating functions. Aversys test result reporting and data analysis functionality provides test results and related data segmented by Program, Court personnel, and clients. Aversys provides data analysis for an individual client (e.g., discerning new use from residual use, call-in compliance score) as well as for macro Court trends, while appropriately protecting client specific information. Court personnel are provisioned individual credentials and assigned specific permissions for every Program to which they are provided access. Administrative users are able to self-manage Program access and will also enjoy the assistance of a local Avertest manager. Court personnel will enjoy user specific dashboards, customizable email notifications and access to multiple standard and custom drug test result reports at any time for any time period – each probation officer/case manager can customize test result reports based on individual user preferences. Key data elements include positive, negative, dilute, no show, unable to provide, refusal to provide, no call, call time, call number, and days since last positive



test, among many others. Avertest provides detailed and summary results, individual test reports, donor test history, an overview of all testing activities, and detailed views of the historic and future testing calendars (for user with the right permissions). Additionally, with a few mouse clicks the data is easily exported to an Excel file for further analysis or to a printable PDF. The below screen shots illustrate some of the available reports. Please note that the following screen shots illustrate fictional data.



9. **Primary Contact, Staffing Sessions & Lay Testimony:** The Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider. The primary contact or other Provider personnel shall attend treatment court staffing sessions on a regular basis and provide court testimony when and if needed.

Avertest's Area Manager will function as Primary Contact for Shelby County. Area personnel on the Avertest team attend treatment court staffing sessions on a regular basis and provide court testimony when and if needed.

10. **Expert Testimony:** The Provider shall provide legal affidavits and/or expert testimony upon request. The Court will work with Provider to provide as much advance notice as possible for expert testimony needs.

Avertest provides legal affidavits (e.g., Residual/New Use) and telephone/video expert testimony. The Court simply needs to notify the local Avertest Manager when such services are needed. Avertest also participates in staffing sessions and provides expert, unbiased testimony for hearings on substituted samples, child custody, no-show, and violation of parole hearings, among other court procedures. The



Avertest Laboratory Director is a Diplomat to the American Board of Forensic Toxicologists and is well versed in telephone consultations and expert witness testimony. The Avertest Laboratory Director is also supported by a team of forensic toxicologists that range in experience from a few years to over 30 years of toxicology experience and a medical doctor that is licensed by Drug Enforcement Administration as member of the Bureau of Narcotics and Dangerous Drugs. The Laboratory Director or supervising toxicologists reviews and evaluates the accuracy of abnormal laboratory results and all are knowledgeable of evidentiary documentation and can testify to laboratory procedures, accuracy, and reliability of the testing results.

11. **Newsletter:** The Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.

Avertest currently produces Avertest Digest: a free, monthly, electronic newsletter that covers current topics in the public safety and criminal justice markets. The goal of the newsletter is to provide the latest in industry news, tips, and information that encourages and supports the path to sobriety. Topics covered range from emerging trends in the manufacturing and abuse of designer drugs, substance abuse research, and reporting on other related topics.

12. **Training & Orientation Sessions:** The Provider will conduct training and orientation sessions for judges, attorneys, and court staff with respect to alcohol and drug testing process. Provider will work with the Court to mutually schedule the training and orientation sessions.

Avertest shall conduct orientation sessions for Court staff and related partners to review Avertest's services and processes. The orientations sessions will cover collection and testing protocols, the basics of drug testing (with a focus on oral fluid testing), show Court Staff (and partners) how to use Aversys and answer general questions. These sessions typically require about one hour and Avertest will coordinate with the Court to schedule Professional Orientation Sessions. Additionally, Court staff can reach out to one of the local Avertest managers for one off questions, view online videos, or access the online Help Desk.

13. **Monthly Account Summary:** The Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.

Through Aversys, the Court will enjoy 24/7 access to accounting reports, affording complete transparency and visibility for budget management purposes. Avertest provides monthly billing invoice(s) payable thirty (30) days from invoice.

14. **Provider web based case management system:** The Provider must use a web based case management system that interfaces with the state mandated TNWITS system.

Avertest achieves seamless integration of information through Aversys, a secure, web-based proprietary donor and specimen management application designed to coordinate the numerous operational elements and stakeholders. Aversys is an intuitive application that only requires an Internet connection to access and provides a seamless link between the County, Avertest,



independent collection sites, and labs by integrating random selection, client notification, electronic chain of custody ("COC"), lab analysis and results reporting in a single application. Aversys uses Secure Sockets Layer connect with 128-bit encryption and allows the County to establish different security/permission levels. Avertest developed Aversys based on nearly 20 years of experience and feedback from social service and judicial customers. Avertest has integrated Aversys into many state or county-mandated information systems with great success, and would provide this same integration with Shelby County's TNWITS system. Aversys was designed with a holistic perspective of the treatment and rehabilitation process. Aversys is included as part of our service offering and features can be activated/inactivated based on the County's needs.



- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).

Service	Price per Unit of Service
Standard Panel with ETG + BAC comprised of any of seven (7) of the following assays: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	3,000 samples = \$12.50/panel 2,500 samples = \$12.50/panel 2,000 samples = \$13.00/panel
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$18.50 / panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$2.50 / test
BAC Only	\$3.00 / test
Hair Collection & Test	\$125.00 / panel
Transdermal	\$85.00 / panel
Standard Confirmation Test	Allowance of 3% of samples collected, \$19.95 / drug thereafter
Expert Witness Testimony	Up to two, two-day periods Additional periods = \$750.00 each
Litigation Packet	\$50.00



Case Management System	Included, No Charge
Random Schedule Management	Included, No Charge
Participant Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in the Court Staffing Sessions	Included, No Charge

- b. Explain any assumptions or constraints in a price proposal to perform the services.

Assumptions were made regarding the amount of samples that will be collected monthly. Those assumptions, with related pricing, are demonstrated in the chart above.

- c. Explain any additional charges or fees in the proposal.

Additional fees are listed for optional services that the Specialty Courts may utilize, if desired.

- d. Tennessee sales tax shall not be included in the proposer's proposal.

Tennessee sales tax was not included in this proposal.

Random Drug Screenings for Specialty Court Participants
Shelby County Courts
Proposal Item No.: RFP #16-005-78



Carla J. Hayes, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103
Monday, July 25, 2016
4:00 P.M. CST





Proposal Response Sheet

Shelby County Government – RFP 16-005-78 Random Drug Screenings for Specialty Court Participants

Name of firm: Avertest
Firm's Website: www.avertest.com

Mailing Address: 1700 Bayberry Court, Suite 105
Richmond, VA 23226
Phone: (866) 680-3106
Fax: (866) 680-3106

Remit Address: Same as Mailing Address
Phone: _____
Fax: _____
Payment Terms: _____

Authorized Representative: *Jason Herzog* Print: Jason Herzog
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)
Email address: jherzog@avertest.com

Authorized Representative: _____ Print: _____
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)
Email address: _____

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

Vendor # A4883 (Required) EOC #: EOC-VS-0719-26754 (Required)
If EOC certification was obtained through a Teaming agreement and the EOC number starts with a "T", please complete the next page. If this does not apply, disregard the next page.

____ Check here if you qualify as a MBE____, HBE____ or WBE____ (Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:

African American Hispanic American Asian American Native American Other _____

____ Check here if you are a qualified LOSB (Locally owned Small Business) vendor. Certification for this status is received through the EOC Administration. *This is not a self-certifying classification.*



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Executive Summary

Avertest is pleased to provide Shelby County Courts with a proposal to provide Random Drug Screening for Specialty Court Participants. For the past 21 years, Avertest has specialized in providing drug testing services tailored to the unique needs of judicial programs that operate at the holistic intersection of criminal justice and behavioral health. Today, Avertest serves more than 350 drug, diversion DWI, family, veterans, and mental health courts; pretrial and probation departments; juvenile probation; sheriff offices; and children and family welfare programs. Through this experience, Avertest has developed proven procedures, protocols, and a quality assurance process that uniquely qualify Avertest to fulfill Shelby County's drug testing needs. Everything that Avertest does is done to reduce the burden of drug testing for the Court and to help people overcome substance abuse.

Avertest provides comprehensive solutions that integrate random selection, client notification, sample collections, laboratory analysis, results reporting, and all steps in between. Every element of our substance use monitoring services incorporates evidenced based practices designed to improve public safety and help clients achieve sustained sobriety. The delivery of the Avertest random drug screening services is governed by company values and managed by continuously refined processes and a quality assurance plan. The Avertest processes and quality assurance plan addresses every element of our service offering, ranging from the people Avertest hires to the customers that it works alongside and the clients it serves. This approach allows Avertest customers to enjoy many benefits of an aligned drug testing program; professionally trained staff; accurate, reliable and timely laboratory analysis; and shared knowledge of best-practices from across the U.S.

The Avertest criminal justice and behavioral health specialization and focus translates into:

- High-touch service comprised of a designated account contact and direct access to PhD level toxicologists for clinical consultations and interpretations;
- Next business day test results reporting (e.g. results for samples collected on Monday will be reported on Tuesday);
- Broad test menu of over 1,500 substances that includes substances designed to avoid detection and essential to monitoring offenders/defenders;
- Specimen validity testing and built-in report tools to help access impact of validity levels (e.g., new use versus residual);
- Legally defensible electronic chain of custody designed to simplify workflows, reduce human error, and enhance specimen tracking;
- Proprietary donor and specimen information management solutions and real-time, bidirectional data interface;
- Flexible specimen retention allowances;
- Easy to use specimen handling and transportation supplies; and
- Adherence standards administered by CAP-FDT, American Probation and Parole, American Society of Addiction Medicine, and National Association of Drug Court Professionals.

In summary, Avertest delivers ***Much More Than Just a Test.***



**Random Drug Screening for Specialty Court Participants
RFP No. 16-005-78 Minimum Requirements**

1. Have a minimum of three (3) years’ experience in performing drug screenings.

For over 21 years, Avertest has partnered with social service and judicial programs to provide a best-in-class forensic substance use monitoring program designed to engender healthier lives, united families, and safer communities. Avertest specializes in serving the unique needs of social service and judicial programs that operate at the holistic intersection of behavioral health and criminal justice disciplines. Avertest serves more than 350 drug, diversion DWI, family, veterans, and mental health courts; pretrial and probation departments; juvenile probation; sheriff offices; and children and family welfare programs. All of these programs require same gender, directly observed urine collections. Through this experience we have developed proven procedures, protocols, and a quality assurance process that uniquely qualify Avertest to fulfill the Court’s drug testing needs.

2. Have sufficient licensed, competent, and skilled staff, with experience in performing the required Services.

Avertest currently employs approximately 125 people that are dedicated to enhancing public safety and helping other people achieve sobriety. The Avertest staff are professionals dedicated to administering random schedules, collecting samples, and laboratory testing. Members of the team include certified specimen collectors; PhD and master level toxicologists; information management, real estate and human resource experts; and an experienced management team. All members of the team adhere to a common set of values comprised of (i) treating all clients with respect and dignity; (ii) fostering unity among the Avertest team and the customers Avertest works alongside; and (iii) exercising integrity, honesty, and professionalism in all of our communications and actions. The Courts will be served by an Avertest team based in Tennessee that will provide dedicated customer service to the Courts. The local team will enjoy the support of Avertest’s Integrated Support Services and senior management team. Avertest’s Integrated Support Services team is comprised of professionals dedicated to laboratory operations, training and quality assurance, real estate, construction, human resources, information technology, procurement, and registration and licensing. Moreover, the Courts will have direct access to the Avertest senior management team. This structure provides the Courts with the benefit of a local, dedicated team that enjoys national resources, and access to nationwide drug use trends and best practices. The following table provides an overview of key Avertest licensed and credentialed staff.

Name & Title	Duties	Education & Experience	Credentials
Michele Gilin, Ph.D. D.A.B.F.T. Laboratory Director	Manage laboratory operations, review quality control program, evaluate analytical results, and maintain accreditation compliance.	<ul style="list-style-type: none"> • 25 years of forensic toxicology experience. • Wayne State University, Doctor of Biochemistry • Wayne State University, B.A. Anthropology 	<ul style="list-style-type: none"> • Diplomat of American Board of Forensic Toxicology • ASLGD Lab Inspector • ISO Assessor
Alex Armfield, Laboratory Production Manager	Manages day-to-day laboratory productions.	<ul style="list-style-type: none"> • University of Missouri - Kansas City, MPA • University of Missouri - Kansas City, B.A. Chemistry 	<ul style="list-style-type: none"> • Certified Professional Collector Training



**Random Drug Screening for Specialty Court Participants
RFP No. 16-005-78 Minimum Requirements**

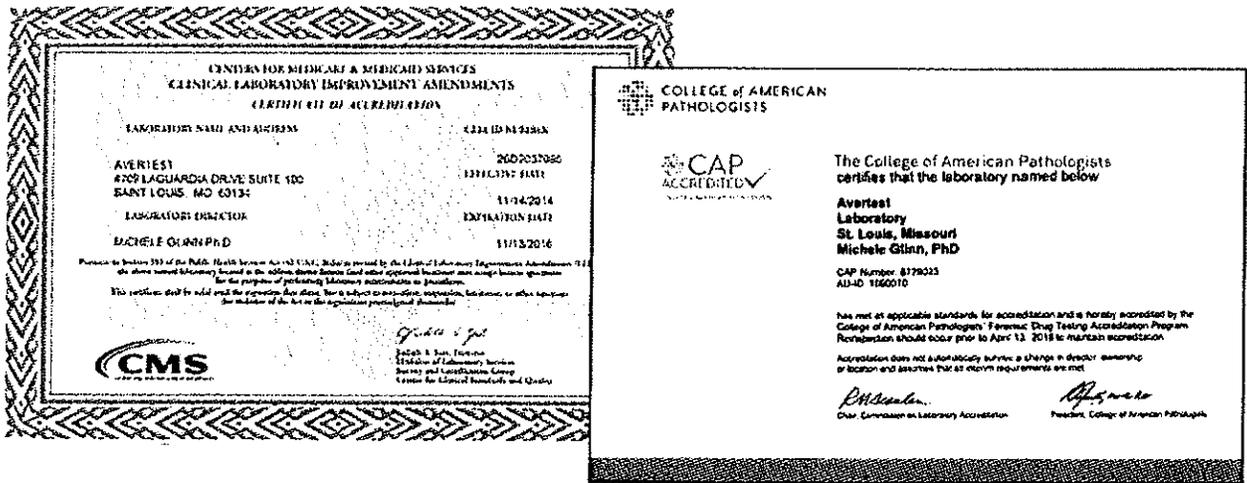
Nick Runge, Director of Collection Site Operations	Manage collection site network, conduct employee and customer training, and provide customer consultations.	<ul style="list-style-type: none"> • >4 years of substance abuse testing experience • University of Missouri, St. Louis 	<ul style="list-style-type: none"> • Certified Professional Collector Training • Certified Breath Alcohol Technician & Trainer
Tara Kaufman, National Training Manager	Manage training for existing and new team members and oversee quality collection site quality assurance.	<ul style="list-style-type: none"> • >6 years of substance abuse testing experience 	<ul style="list-style-type: none"> • Certified Professional Collector Training • Certified Breath Alcohol Technician & Trainer
Brian Menges, D.O, Clinical Consultant	Provides consultations regarding medical conditions and results interpretation.	<ul style="list-style-type: none"> • >10 years of medical experience • Kansas City University of Medicine and Biosciences, D.O. 	<ul style="list-style-type: none"> • D.E.A. Narcotics Advisor • Practicing emergency room physician
Amy Rich Area Manager	Manage collection site network in the state of Tennessee, conduct employee and customer training, provide customer consultations.	<ul style="list-style-type: none"> • >3 years of substance abuse testing experience • >15 years of substance abuse counseling experience • Middle Tennessee State University, B.S., Criminal Justice Administration 	<ul style="list-style-type: none"> • Certified Professional Collector • Moral Reconciliation Therapy Certification

3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.

Avertest currently provides services in the State of Tennessee, and therefore has all necessary licenses and certifications required to do business with the State. Additionally, Avertest has also qualified for a Vendor Number and EOC Number with Shelby County in order to do business with the County specifically.

4. Utilize a certified laboratory for testing all samples.

Avertest operates a state-of-the-art instrument based laboratory accredited by the U.S. Department of Health and Human Services Clinical Laboratory Improvements Amendment ("CLIA"), the College of American Pathologists – Forensic Drug Testing ("CAP-FDT"), and the U.S. Department of Justice Drug Enforcement Administration ("DEA"). The laboratory is operated by PhD and Master level toxicologists and can test for over 1,500 substances across multiple specimen types (urine, oral fluid, hair, sweat, blood). All test results provided are supported by case law and fulfill legal standards regarding the admissibility of scientific evidence in court. Images of the Avertest CLIA Certificate of Accreditation and CAP-FDT Accreditation are illustrated below:



5. Collect directly observed urine collections by same gender staff.

Avertest specializes in conducting directly observed specimen collections, providing this service to hundreds of courts every day. Avertest employs collection specialists that have passed a criminal background check and drug test, to conduct the specimen collections. Avertest does not subcontract or outsource specimen collections to third parties that focus on workplace testing – the differences between forensic and workplace specimen collections are of Grand Canyon proportions. Avertest specimen collectors are certified to comply for 49 CFR Part 40 and are trained to maintain direct line of sight when conducting a sample collection and use strict protocols to minimize potential for substitution or adulteration. Equally as important, our specimen collectors fulfill a neutral role and are trained to establish a pro-social environment and to treat clients with respect and dignity throughout the sample collection process. Neutrality ensures that the court, probation and treatment receive objective data and mitigates undue paranoia experienced by some clients. Avertest takes pride in helping people to achieve sobriety and reunite with family. Clients often express their gratitude and appreciation for helping them to become healthier and showing that Avertest cares.

6. Must be able to enter test results directly into TNWITS system or have a web based system that interfaces with TNWITS.

Avertest will transmit results data into TNWITS via Aversys web services functionality. Avertest has established bi-directional system interfaces with more than a dozen case management providers across the country. These interfaces allow for secure, seamless communication of relevant data between multiple information systems, eliminate duplicative manual entry, and reduce the potential for human error. Aversys, a proprietary information management system, was purposefully designed with the advanced communication capabilities necessary to serve as a natural, value-added extension of existing case management systems. Aversys communication capabilities include standardized and straightforward web-services that nearly all of our case management system partners have used to establish an interface within a matter of hours. We look forward to the prospect of working with the Courts and TNWITS to connect our respective systems to create further efficiencies for all users and drive better outcomes for all participants.

7. Apply and qualify for a vendor number through the Purchasing Department and an Equal Opportunity



Compliance (EOC) certification number through our EOC Administration Office (prior to submitting your response) (MANDATORY, see details outlined below).

Avertest has applied and qualified for both a vendor number and EOC certification number from the County.

Vendor Number: A4883

EOC Number: EOC-VS-0719-26754

8. Provide a written statement of compliance that you adhere to all Title VI requirements and provide proof/documentation if necessary.

Avertest affirms that it adheres to and complies with all Title VI requirements. Avertest subscribes to the equal employment opportunity requirements of federal laws, regulations, and executive orders, as well as the laws of the states and municipalities in which it conducts business. Avertest is committed to hiring and developing the most qualified individuals from the available workforce in the communities it serves. It is the policy of Avertest to ensure equal opportunity to all employees and applicants in all employment matters, including, but not limited to, recruitment, hiring, placement, compensation, training, promotion, and separation. In these and all activities, Avertest does not discriminate against any qualified individual because of sex, age, race, color, religion, national origin, sexual orientation, sexual preference, disability, and/or any other legally protected status.

9. Provide proof of the minimum insurance requirements (MANDATORY, please review closely).

Please see Appendix A, attached, for proof of insurance.

10. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal, if applicable.

Avertest affirms that it adheres to the Tennessee Lawful Employment Act as an active E-Verify participant.



1. **Automated Random Selection:** The Provider will provide, support and maintain a random testing calendar that adheres to parameters specified by the Court and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the web based case management system; and
 - e. Manually order a one-time or unscheduled test for individual donors via the web based management system.

Avertest uses a comprehensive, evidenced based random selection approach that has a proven track record of helping clients develop coping and refusal skills to substance use. Through Aversys, clients are randomly selected for testing based on the Courts' specified test frequencies. Aversys provides the Courts the ability to specify custom randomization schedules for individual clients as well as different donor groups, such as clients served by Drug Treatment Court, Veterans Court, or Mental Health Court. The Specialty Courts may direct that a client test at a fixed frequency, at a fluctuating frequency, or on-demand (i.e., same day). Testing is not tied to court, supervision or treatment appointments. Randomly selected clients have an equal probability of testing on each day, including holidays and weekends. The Courts can view past and future test scheduling through Aversys' selection calendar at its convenience.

2. **Client Notification:** The Provider will provide, support, and maintain a donor notification call-in system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date and phone number of when donors call;
 - c. At a minimum provide English and Spanish language options;
 - d. Automatically calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages and appointment reminders for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Allow donors to opt into an interactive text message notification in lieu of call-in notification.

Each client is assigned to a Frequency Group and is provided a Personal Identification Number (PIN). The Frequency Group determines the clients testing frequency (e.g., 7-9x per month), is based on parameters specified by the Courts, can be changed by the Courts as necessary, and most importantly is never known by the client. The PIN is unique to each client and is used to determine if they need to test or not, simply by calling a multi-lingual notification line each day and entering their individual PIN.

On a daily basis, clients call the multi-lingual Notification System to determine if they are required to test or not. The average call length is just thirty-one (31) seconds and there is no hold or wait time. Additionally, clients can choose to use an optional text message notification feature that sends clients an interactive text message. Court personnel can use text-to-voice functionality to enter client specific appointment reminders (e.g. "You are scheduled to meet with Officer Smith on Tuesday at 2:30 p.m.")

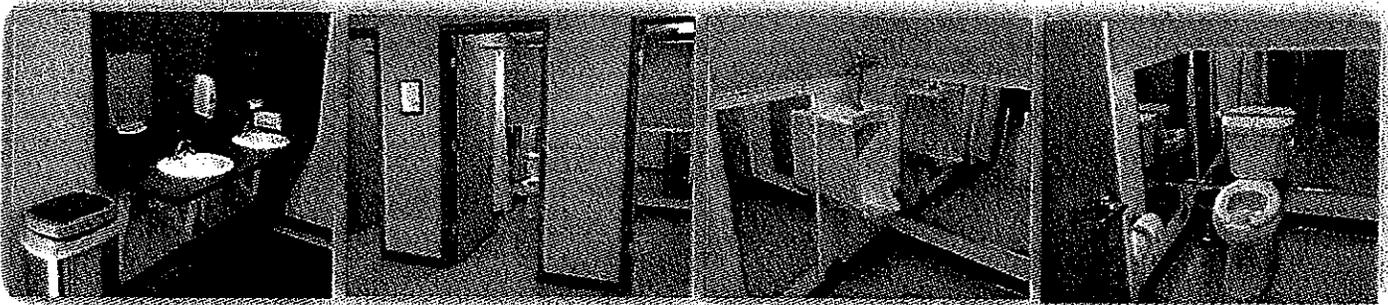


that serve as appointment reminders and have a proven track record of increasing the "show rate" for supervision meetings, treatment and court. Court staff can also enter program wide messages (e.g. "Due to inclement weather, all court dockets are canceled today."). Additionally, Court staff are alerted if a client fails to call the Notification System; this feature augments supervision and enables early intervention. A Call Log tracks each client's call patterns and calculates a call-in compliance score for each client, which is then recorded in Aversys and accessible at any time by the Specialty Courts, depending on the permissions specified by the Courts.

3. **Specimen Collections: The Provider will conduct same gender, directly observed urine collections and will also provide oral fluid and hair specimen collection options. The Provider will:**
 - a. Provide, maintain and operate a Patient Service Center (PSC) for specimen collections, the Court and Provider shall mutually agree to the location of the office;
 - b. Operate the collection site from 6:00 am to 4:00 pm on weekday testing days, 8:00 am to 12:00 pm on weekend and holiday testing days, and during regularly posted business hours on non-testing weekdays.

Avertest Patient Service Centers (aka, collection facilities) provide a pro-social, neutral environment and allow clients the convenience of completing a visit in less than three (3) minutes. Services delivered in a customer centric manner that afford the client convenience, respect, and dignity shift clients' perspective of drug testing from stick to carrot and plays a key role in helping clients to developing lasting coping and refusal skills to new substance use. Avertest currently operates Patient Service Centers in Tennessee and will work with the Courts to determine the optimal location for the Shelby Courts site. Avertest typically plans 8-12 weeks to implement services, but can (and has) implement services in less than two weeks if circumstances dictate. The Avertest real estate team will consult with Courts to identify desired area and will then conduct a preliminary real estate search to identify prospective site locations. Avertest PSCs are generally located in close proximity to the Courts or treatment and at a location that is accessible by public transportation. The Avertest PSC will operate during the hours specified by the Courts, e.g. 6:00 am to 4:00 pm on weekday testing days, 8:00 am to 12:00 pm on weekend and holiday testing days, and during regularly posted business hours on non-testing weekdays.

Avertest PSCs are designed specifically for observed sample collections. The following pictures illustrate key testing center features:





- Hand Washing Station – the hand washing station is separate from the collection rooms and is designed to allow the specimen collector watch the participant wash and dry hands prior to providing a sample.
 - Collection Room Mirrors – collection rooms are equipped with mirrors to provide the specimen collector with a 360-degree view of the participant.
 - Collection Room Curtains – the collection room door is always closed during a collection, but the curtains visible in the second picture are also drawn to ensure the participant’s privacy.
- c. Staff the office with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction regarding the confidentiality of alcohol and drug testing information;
- d. Provide an incident report if a donor attempts to use a device, adulterate a sample, or substitute a sample;

Avertest specializes in conducting directly observed forensic specimen collections, providing this service to hundreds of courts every day. Avertest employs collection specialists that have passed a criminal background check and drug test, to conduct the specimen collections. Avertest does not subcontract or outsource specimen collections to third parties that focus on workplace testing – the differences between forensic and workplace specimen collections are of Grand Canyon proportions. Avertest specimen collectors are certified to comply for 49 CFR Part 40 and are trained to maintain direct line of sight when conducting a sample collection and use strict protocols to minimize potential for substitution or adulteration, and provide an incident report to the Courts should an incident take place. Equally as important, our specimen collectors fulfill a neutral role and are trained to establish a pro-social environment and to treat clients with respect and dignity throughout the sample collection process. Neutrality ensures that the court, probation and treatment receive objective data and mitigates undue paranoia experienced by some clients. Avertest takes pride in helping people to achieve sobriety and reunite with family. Clients often express their gratitude and appreciation for helping them to become healthier and showing that Avertest cares.

Collection Specialist Staffing & Training – Avertest Values govern our processes and quality assurance plan that addresses every element of our service offering, ranging from the people Avertest hires to the customers that it works alongside and the clients it serves. The Avertest human resources department has a proven track record of recruiting and hiring the most qualified team to deliver quality, reliable services. Smart hiring decisions, help improve service quality for the Court and clients alike and contribute to high retention and low personnel turnover. Once specimen collectors are hired, the Avertest Training and Quality Assurance team conduct initial training that starts and ends with how to treat clients with respect, dignity, and confidentiality while conducting a rigorous sample collection, including the validation of temperature ranges. New personnel shadow experienced staff, review written manuals, participate in mock role playing scenarios, discuss scenarios with a trainer, and complete written tests. Avertest ascribes to the philosophy that training is a continuous process and requires that all specimen collectors complete ongoing monthly training sessions that focus on select procedures. Each month the Avertest Training and Quality Assurance team administers one to three training modules that are designed to help specimen collectors maintain good skills as well as provide a refresher of Avertest procedures. Initial and monthly training topics include sample collection, confidentiality, privacy, adulteration and tampering, ‘shy bladder’, confiscating devices, incident reports, de-escalation tactics, and most importantly how to treat clients with respect and



dignity. Moreover, the Avertest onboarding process, Employee Guidebook, and employee maintenance cover reference checks, E-Verify, criminal background checks, and a drug test.

- e. Conduct brief orientation sessions when each new donor reports for an initial test and on an as needed basis. The orientation sessions will provide donors with the necessary information regarding the alcohol and drug testing process. For select donors, the orientation may include the explanation and execution of a Court approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms;

Avertest Donor Orientation Sessions are designed to position clients for success by providing a 'how to roadmap'. Avertest collection specialists provides clients with a Testing Card, a Drug & Alcohol Testing Agreement, and a Medication Guide during the donor orientation. Each of these features is described below.

- Testing Card – Avertest provides every client with a multi lingual Test Card. A Test Card is the size of a business card and includes all of the information a client needs to comply with drug testing requirements. Avertest encourages clients to carry the Test Card at all times, use it as a reminder that they are in the recovery process and to use it as a built-in excuse if a bad influencer is encouraging substance use. Simply stated, the Test Card is the client's road map to success.
- Medication Guide – Avertest provides every client with a multi lingual Medication Guide that includes a list of approved substances for common symptoms. To qualify as an approved substance, the substance must not be affiliated with drug abuse nor can the substance present any cross-reactivity issues.
- Drug & Alcohol Testing Agreement – Avertest encourages the use of a one-page multi-lingual Drug & Alcohol Testing Agreement that clearly outlines the substance abuse testing requirements. This agreement helps clients to shift their thought process from how to use drugs to how to remain sober. The Court has already adopted the recommended use of the Avertest Drug & Alcohol Testing Agreement.

- f. Conduct a breath alcohol test on all donors;
- g. Check samples for a valid temperature range;

Avertest conducts a breath alcohol test on every client submitting a specimen, unless instructed otherwise. When accompanied with a urine or oral fluid specimen collection there is no additional charge for the breath alcohol test. The breath alcohol test allows us to definitively identify intoxicated defendants and to take action (e.g., find them a ride, call probation) to protect the client's safety and public safety. Avertest uses an Alco-Sensor FST, a hand-held breath alcohol-testing device designed to read blood/breath alcohol concentrations. Breath alcohol test results are recorded, tracked and reported through Aversys. The Alco-Sensor FST, is an evidential grade breath alcohol detector uses top-of-the-line integrated fuel cell technology to produce precise, accurate, and repeatable results on direct breath sample testing. Per a standing schedule Avertest conduct and track an "accuracy check" results by running a standard with a known alcohol concentration through the breathalyzer sampling system to verify the result is within an acceptable tolerance range of the expected value. If an "accuracy check" fails to meet the standard, Avertest conduct a calibration process and repeat the



“accuracy check” to validate the calibration process.

- h. If applicable, collect donor payments prior to specimen collection. Participants may pay with cash, money orders, cashier’s checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee. Personal checks will not be accepted.

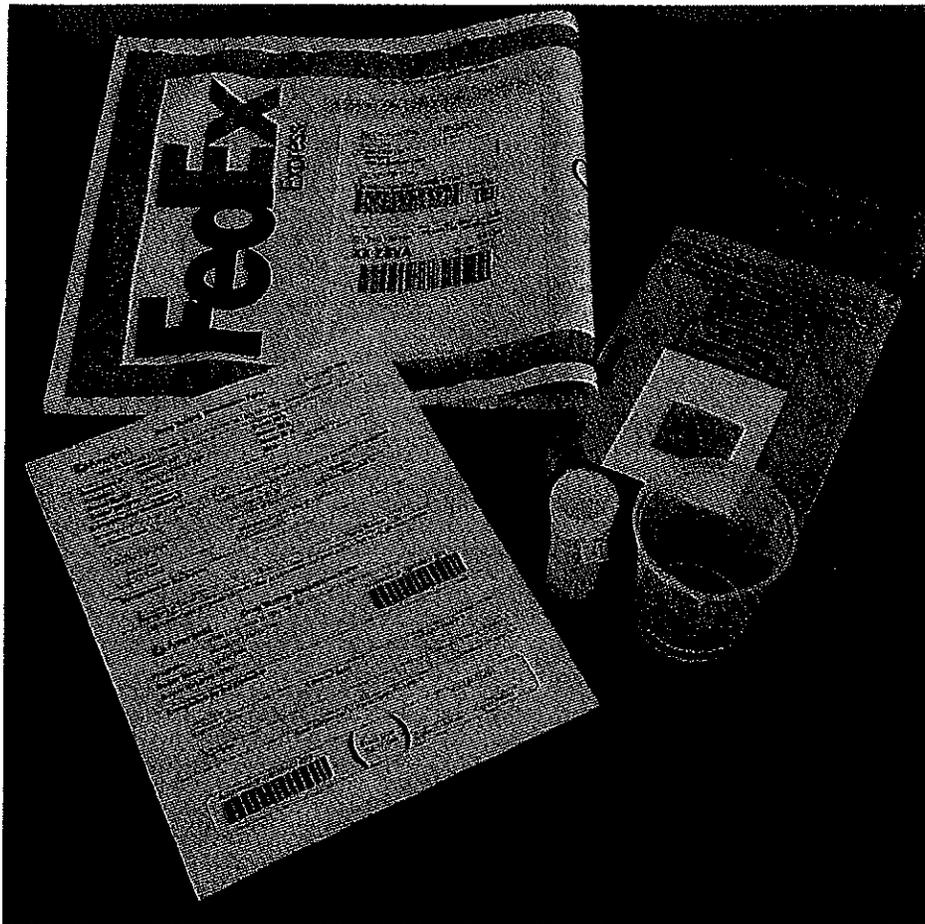
The Avertest client check-in process, which is completed in less than thirty (30) seconds, includes the collection of client payments via cash, money order, cashier’s check, debit card, or credit card. Avertest agrees to establish an online payment system for clients wishing to pay with credit or debit card via the internet within the term of this Agreement. Through Aversys, the Court can establish standard client co-pay amounts as well as enter client specific co-pay amounts or vouchers for an approved number of samples or time period. The Court will have 24/7 access to detailed accounting reports in Aversys that provide both transparency and visibility for budget management.

- 4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Court.

Avertest will work with the Courts to determine the optimal pick-up and or transportation work flow for samples collected by court staff. After the Courts decides on pick-up locations, Avertest will have samples collected within a twenty-four (24) hours of notice from the Court and using a courier service, and provide the same service for any other partner programs.

Avertest will provide the Courts with sterile urine and oral fluid sample collection kits that contain all of the items necessary to conduct specimen collections, transport samples, and maintain a legally defensible chain of custody (COC). Collection kit supplies include a form with tamper evident label, collection cup, shipping labels, and shipping materials (bag, insert, absorption napkin, etc.).

The following picture provides an illustration of the most commonly used drug testing supplies. The tamper evident bar code label captures the who, when, where, and what information and also incorporates the Program and site address for tracking purposes. There is also an option to use a hand written COC form as circumstances may require from time to time.



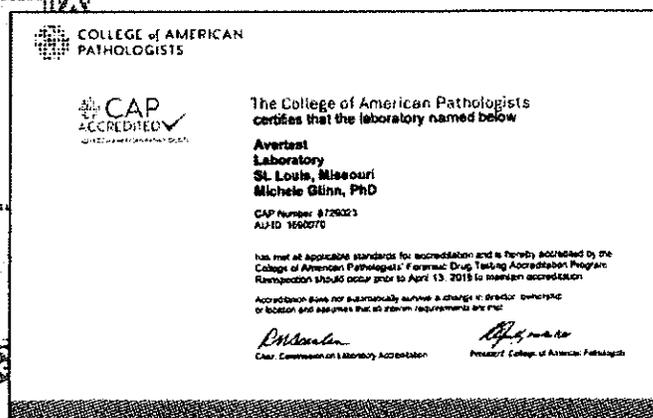
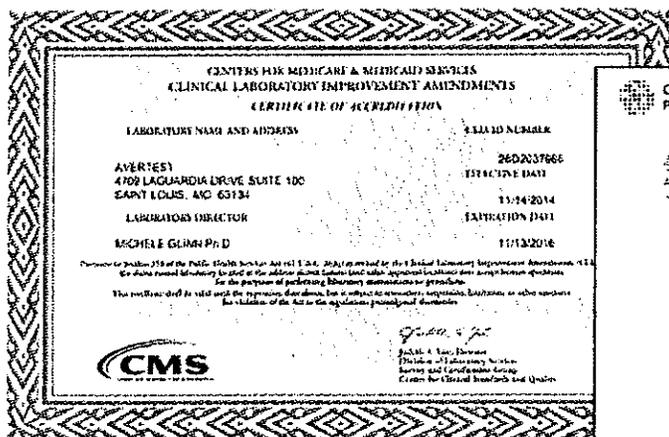
5. Laboratory Testing: The Provider shall:

- a. Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA), the College of American Pathologists Forensic Drug Testing (CAP), or an equivalent agency;
- b. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted) all screens must include EtG testing plus up to 7 assays of the court's selection;
- c. Process a second screen on all positive immunoassay screens using a new aliquot of the specimen prior to reporting the positive specimen;
- d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.); Conduct confirmation via GC/MS or LC-MS/MS as requested by the Court;
- e. Retain non-negative specimens for five (5) business days;
- f. Store positive samples in secure, frozen store for thirty (30) days;
- g. Test assays at the cut-off levels listed in Table 1 below; and
- h. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.



**Random Drug Screening for Specialty Court Participants
RFP No. 16-005-78 Purpose/Scope of Work**

The Avertest laboratory is Clinical Laboratory Improvements Amendment (CLIA) Accredited by the U.S. Department of Health and Human Services and the College of American Pathologists – Forensic Drug Testing (“CAP-FDT”). The laboratory is managed and operated by PhD and master level toxicologists who use proven technologies accepted by the scientific community and evaluated by peer-reviewed journals. Avertest can test for over 1,500 substances across multiple specimen types (urine, oral fluid, hair, sweat, blood). The laboratory personnel are Diplomats of the American Board of Forensic Toxicology (ABFT) and our Laboratory Director is an inspector for the American society of Crime Laboratory Accreditation Board (ASCLD-LAB). Avertest use a full range of instrument based laboratory testing methodologies, including heterogeneous and homogenous immunoassay, enzyme-linked immunosorbent (ELISA), gas chromatography / mass spectrometry (GC/MS), and liquid chromatography tandem mass spectrometry (LC/MS/MS). These laboratory analyzers are the same instruments used by hospitals, undergo routine preventive maintenance, are calibrated on a weekly basis, and control samples are run on a daily basis. All assays will be tested at the cutoff level specified by the Court and second screens conducted on all positive immunoassay screens use a new aliquot of the specimen prior to reporting the positive specimen, in order to verify the positive reading beyond a shadow of a doubt. Avertest also conducts specimen validity testing via creatinine testing on all samples. Avertest can also test specific gravity, PH, oxidants when needed. Test results are reported on a next business day basis following sample collection (e.g., test results for samples collected on Monday are reported on Tuesday), which is a full day faster than next business day following arrival of sample at the laboratory. Positive specimens are cataloged in secure frozen storage for thirty (30) days or longer as requested by the Court. Negative specimens are cataloged in secure storage for a period of five (5) days. Through Aversys, Avertest’s proprietary web-based information management system, the Court can monitor stored specimens and extend the storage period for individual specimens on an as needed, when needed basis. All test results reported by Avertest satisfy the Daubert rules of evidence, the legal standard regarding the admissibility of scientific evidence. All test results are also supported by established case law. Images of our CLIA Certificate of Accreditation and CAP-FDT License are illustrated below:





6. **Electronic Chain of Custody:** The web based case management system shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.

The Avertest chain of custody (COC) procedure is designed to ensure that a valid sample is collected, appropriately tested, and accurately reported. The COC captures all of the relevant who, when, what, and where information via the creation of sample specific bar code labels designed to track the sample from client check-in to sample collection to laboratory analysis to secure storage to sample destruction and all steps in-between. Avertest uses an electronic COC that affords a number of benefits over traditional paper based donor to collector to lab COC procedures. Benefits include: ability to track a sample throughout the entire process; reduced check-in time; client privacy; improved accuracy due to reduced human error; no penmanship issues; time-stamped audit trails; and more timely results reporting.

During a client's initial visit, Aversys facilitates the storage of a client picture for future client identification. Aversys also records demographic information (e.g., date of birth, gender, and race) and other identifying information such as junior/senior or twin, all of which may be incorporated in the bidirectional interface(s) between the Courts' case management system(s) and Aversys. This information is surfaced in Aversys during the client check-in process, allowing the specimen collector to verify the client's identify via photo I.D. and other demographic data. This process helps to reduce the burden of identification for defendants that lack an acceptable photo I.D. and requires that Avertest coordinate with the Courts only during the client's initial visit.

7. **Results Reporting:** The Provider shall report all test results and related information via the web based case management system. Specifically, the Provider shall:
 - a. Subject to selection of Specimen Collection option, report "No Shows" on a daily basis and test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;

Together, the Court, related Court partners, and Avertest will establish seamless bi-directional interfaces between TNWITS and Aversys that allows for secure, seamless web services data flow and enables Court personnel to quickly and easily manage a client's drug testing dosage and needs. On a daily basis, "No Shows" are reported in Aversys and available for review by Court personnel in real-time. Test results for urine and oral fluid are reported on a next business day basis following sample collection (e.g., test results for samples collected on Monday are reported on Tuesday), while results for hair and blood specimens would be reported within three (3) to five (5) business days of their collection. All results and test data are reported in Aversys, and their viewing can be customized by the Courts to be seen listed by supervising case manager, program type, etc.

- d. Assist with results interpretation; and
- e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.

Avertest provides consultation and training services that range from simple phone consultations to formal training seminars. Consultation and training services are included for no additional cost and



are based on our experience gained from working with 350 judicial programs. The Shelby-based Avertest managers will serve as the Court's primary contact for day-to-day consultations. Formal training seminars are conducted both in-person and via webinars. Training topics include: Tools of Testing (urine, oral fluid, hair, blood); Dilution and Prevention; and Drug Testing Best Practices. Consultations cover a broad range of topics, including results explanation, assessment of new use or residual, and advice on how to test for special situations, among many other topics. The combination of consultations and a comprehensive test menu help to ensure that the Court uses the optimal tool for a given situation.

8. **Information Reporting:** The web based management system shall provide the Court with program analytics that aid the Court in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. An overview all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.

Avertest will provide the Courts with access to Aversys, an interactive web-based donor enrollment and management system. Aversys allows Shelby County Specialty Courts and other relevant county agencies the ability to (i) enroll new clients (or inactivate existing clients), (ii) enter client specific co-pay amounts, (iii) specify drug panels or order a custom panel for a specific client, (iv) specify a client's testing frequency or enter excused test periods, (v) designate vouchers for specific donors, (vi) track donor payments, and (vii) track and review donor test history. Aversys maintains a client profile with all the information related to the client's participation in his/her testing Program, including demographic, identification, custom panels, random scheduling frequency, manual orders, notification settings and information, scheduling exceptions, insurance information, and test history, among other details. Each client is included in a Program and Aversys manages all of the Program settings as well, including test menu and pricing, order selection and rotation parameters, scheduling frequency parameters, program notification settings, approved collection sites, and customer / provider access and permissions, among other details. The management of these data elements is facilitated via a bidirectional interface between TNWITS and Aversys that allows for secure, seamless web services data flow and enables Court personnel to quickly and easily manage a client's drug testing dosage and needs.

Aversys provides the Court with program analytics and aid the user in data analysis and report generating functions. Aversys test result reporting and data analysis functionality provides test results and related data segmented by Program, Court personnel, and clients. Aversys provides data analysis for an individual client (e.g., discerning new use from residual use, call-in compliance score) as well as for macro Court trends, while appropriately protecting client specific information. Court personnel are provisioned individual credentials and assigned specific permissions for every Program to which they are provided access. Administrative users are able to self-manage Program access and will also enjoy the assistance of a local Avertest manager. Court personnel will enjoy user specific dashboards, customizable email notifications and access to multiple standard and custom drug test result reports at any time for any time period – each probation officer/case manager can customize test result reports based on individual user preferences. Key data elements include positive, negative, dilute, no show, unable to provide, refusal to provide, no call, call time, call number, and days since last positive



Avertest Laboratory Director is a Diplomat to the American Board of Forensic Toxicologists and is well versed in telephone consultations and expert witness testimony. The Avertest Laboratory Director is also supported by a team of forensic toxicologists that range in experience from a few years to over 30 years of toxicology experience and a medical doctor that is licensed by Drug Enforcement Administration as member of the Bureau of Narcotics and Dangerous Drugs. The Laboratory Director or supervising toxicologists reviews and evaluates the accuracy of abnormal laboratory results and all are knowledgeable of evidentiary documentation and can testify to laboratory procedures, accuracy, and reliability of the testing results.

- 11. Newsletter:** The Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.

Avertest currently produces Avertest Digest: a free, monthly, electronic newsletter that covers current topics in the public safety and criminal justice markets. The goal of the newsletter is to provide the latest in industry news, tips, and information that encourages and supports the path to sobriety. Topics covered range from emerging trends in the manufacturing and abuse of designer drugs, substance abuse research, and reporting on other related topics.

- 12. Training & Orientation Sessions:** The Provider will conduct training and orientation sessions for judges, attorneys, and court staff with respect to alcohol and drug testing process. Provider will work with the Court to mutually schedule the training and orientation sessions.

Avertest shall conduct orientation sessions for Court staff and related partners to review Avertest's services and processes. The orientations sessions will cover collection and testing protocols, the basics of drug testing (with a focus on oral fluid testing), show Court Staff (and partners) how to use Aversys and answer general questions. These sessions typically require about one hour and Avertest will coordinate with the Court to schedule Professional Orientation Sessions. Additionally, Court staff can reach out to one of the local Avertest managers for one off questions, view online videos, or access the online Help Desk.

- 13. Monthly Account Summary:** The Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.

Through Aversys, the Court will enjoy 24/7 access to accounting reports, affording complete transparency and visibility for budget management purposes. Avertest provides monthly billing invoice(s) payable thirty (30) days from invoice.

- 14. Provider web based case management system:** The Provider must use a web based case management system that interfaces with the state mandated TNWITS system.

Avertest achieves seamless integration of information through Aversys, a secure, web-based proprietary donor and specimen management application designed to coordinate the numerous operational elements and stakeholders. Aversys is an intuitive application that only requires an Internet connection to access and provides a seamless link between the County, Avertest,



independent collection sites, and labs by integrating random selection, client notification, electronic chain of custody ("COC"), lab analysis and results reporting in a single application. Aversys uses Secure Sockets Layer connect with 128-bit encryption and allows the County to establish different security/permission levels. Avertest developed Aversys based on nearly 20 years of experience and feedback from social service and judicial customers. Avertest has integrated Aversys into many state or county-mandated information systems with great success, and would provide this same integration with Shelby County's TNWITS system. Aversys was designed with a holistic perspective of the treatment and rehabilitation process. Aversys is included as part of our service offering and features can be activated/inactivated based on the County's needs.



- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).

Service	Price per Unit of Service
Standard Panel with ETG + BAC comprised of any of seven (7) of the following assays: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	3,000 samples = \$12.50/panel 2,500 samples = \$12.50/panel 2,000 samples = \$13.00/panel
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$18.50 / panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$2.50 / test
BAC Only	\$3.00 / test
Hair Collection & Test	\$125.00 / panel
Transdermal	\$85.00 / panel
Standard Confirmation Test	Allowance of 3% of samples collected, \$19.95 / drug thereafter
Expert Witness Testimony	Up to two, two-day periods Additional periods = \$750.00 each
Litigation Packet	\$50.00



Case Management System	Included, No Charge
Random Schedule Management	Included, No Charge
Participant Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in the Court Staffing Sessions	Included, No Charge

- b. Explain any assumptions or constraints in a price proposal to perform the services.

Assumptions were made regarding the amount of samples that will be collected monthly. Those assumptions, with related pricing, are demonstrated in the chart above.

- c. Explain any additional charges or fees in the proposal.

Additional fees are listed for optional services that the Specialty Courts may utilize, if desired.

- d. Tennessee sales tax shall not be included in the proposer's proposal.

Tennessee sales tax was not included in this proposal.



- a. A brief description of the history and mission of the Proposer, including the proposer's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;

For the past 20 years, Avertest have partnered with social service and judicial programs to provide a best-in-class forensic drug and alcohol testing program designed to engender healthier lives, united families, and safer communities. Through this experience Avertest has developed proven procedures, protocols, and a quality assurance process that uniquely qualify Avertest to fulfill the County's random drug testing needs. Everything that Avertest does is done to reduce the burden of drug testing for the agencies Avertest serves and to help people achieve sobriety and personal stability.

Avertest's experience reflects services that are very similar to the scope of services requested in this RFP. Avertest has seamlessly integrated every element of the drug testing process, including random selection, client notification, same gender directly observed collections, lab analysis, results reporting, and every step in between. Every element of these services incorporate evidenced based practices designed to help clients achieve sustained sobriety. The services requested in this RFP are the same services that Avertest specializes in providing. There are three pillars to these services: (i) Individualized Random Selection & Client Notification; (ii) Directly Observed, Same Gender Sample Collections; and (iii) Nationally Certified Laboratory testing. The following bullet points provide an overview of how Avertest manages the three pillars.

- Individualized Random Selection & Client Notification: clients are randomly selected for testing based on the County's specified test frequencies. Avertest provides the ability to customize the test frequency for each client on an individual basis and also support same day on-demand testing. Specialty Courts personnel may direct that a client test at a fixed frequency, at a fluctuating frequency, or on-demand. Testing is not tied to court, supervision or treatment appointments. Randomly selected clients have an equal probability of testing on each day, including holidays and weekends. Clients call a multi lingual notification line each day and enter a unique Personal Identification Number (PIN) to determine if they need to test or not. A Call Log tracks each client's call patterns and calculates a call-in compliance score for each client. The County's case workers can enter client specific messages (e.g., "Good luck on your job interview.") using text-to-speech functionality or program wide messages (e.g., "Happy Thanksgiving.").
- Directly Observed, Same Gender Sample Collections: specimen collectors maintain direct line of sight when conducting a sample collection and use strict protocols to ensure no potential for substitution or adulteration. In most of the experiences listed on Attachment C, Table Two, clients have the option of testing at multiple locations with varying hours.
- Nationally Certified Laboratory Testing: Avertest operates a state-of-the-art instrument based laboratory certified by the Department of Health and Human Services and College of American Pathologists and operated by PhD and Master level toxicologists.

- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
Avertest has been providing services similar to the Services requested in this RFP since its founding in 1995.
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;



For the past 21 years, Avertest has specialized in providing drug testing services like those specified in this RFP to Courts, Department of Health and Human Services, and other public agencies. Avertest tailors its drug testing services to the unique needs of judicial programs that operate at the holistic intersection of criminal justice and behavioral health. Today, Avertest serves more than 350 drug, DWI, family, veterans, and mental health courts; pretrial and probation departments; juvenile diversion programs; sheriff offices; and children and family welfare programs. Avertest serves three of the ten national mentor courts and many of the over 350 courts that we serve enjoy a two-year recidivism rate of less than 10%.

Avertest has helped more than 150,000 justice involved (felony and misdemeanor) people abstain from substance use and become productive members of society. Avertest testing centers provide a pro-social, neutral environment and affords participants the convenience of completing a visit in less than three (3) minutes. Services delivered in a customer centric manner that affords the participant convenience, respect, and dignity shift participants' perspective of drug testing from stick to carrot and plays a key role in helping participants to developing lasting coping and refusal skills to new substance use.

- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.

Avertest feels it has addressed all relevant information in the body of this proposal.

- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

Please see Appendix B for employee resumes.

Random Drug Screening for Specialty Court Participants
RFP No. 16-005-78 References



List of Comparable Drug Testing Service Contracts			
Avertest Test Center	Agencies Served	Primary Contact	Length of Service
356 N. Porter Rd. Porterville, CA 93257	Adult Drug Court Recovery Court DUI Court Veteran's Court	Gary L. Paden Superior Court Judge (559) 730-5000 x 1295 gpaden@tulare.courts.ca.gov	1995 to Present
400 N Tucker St. Louis, MO 63101	Adult Drug Court Family Drug Court Juvenile Drug Court Juvenile THC Court	M. Keithley Williams Drug Court Administrator (314) 589-6702 mwillia4@courts.mo.gov	2001 to Present
50 Monroe Street St. Charles, MO 63301	Adult Drug Court Adult DWI Court Family Drug Court Mental Health Court Veterans Court Juvenile Court	Julie Seymore Drug Court Administrator (636) 949-7458 julie.seymore@courts.mo.gov	2003 to Present
2113 N. Merced Fresno, CA 93721	Department of Social Services	John Dufrense Program Manager (559) 600-2103 dufrej@cp.fresno.ca.us	2003 to Present
306 E Commercial, Suite A Springfield, MO 65803	Adult Drug Court Adult DWI Court Family Treatment Court Juvenile Drug Court Mental Health Court	Marilyn Gibson Drug Court Administrator (417) 829-6159 marilyn.gibson@courts.mo.gov	2006 to Present
225 South Meramec Street Clayton, MO 63205	Adult Drug Court DWI Drug Court Family Drug Court General Probation	Mary Davis Court Administrator (314) 615-2678 mary.davis@doc.mo.gov	2007 to Present
230 East Main Street Warrenton, MO 63383	Adult Drug Court Adult DWI Court Co-Occurring Court Family Drug Court	Heather Thompson Drug Court Administrator (314) 704-7976 hgrahamthompson@yahoo.com	2009 to Present
2827 NE Vivion Road Kansas City, MO 64119	Adult Drug Court DWI Court Juvenile Drug Court General Probation	Jill Norris Treatment Court Administrator (817) 407-3696 Jill.Norris@courts.mo.gov	2011 to Present
10585 Hwy 21 Hillsboro, MO 63050	Adult Drug Court DWI Court Family Drug Court Motivational Probation Veterans Court	Shannon Dougherty Judge (636) 797-6111 shannonr.dougherty@gmail.com	2012 to Present
11 E. Market Street York, PA 17401	Adult Drug Court DWI Court Mental Health Court General Probation Veterans Court	April Billet-Barclay Chief of Adult Probation (717) 771-9602 ext. 285 AJBillet-Barclay@yorkcountypa.gov	2013 to Present
360 Deaderick Street Nashville, TN 37201	Adult Drug Court DWI Court Mental Health Court General Probation Veterans Court	Bob Green Director of Probation (615) 862-8380 ext. 70970 robert.green@nashville.gov	2013 to Present
200 E. Washington Street Suite 1221 Indianapolis, IN 46204	Marion County Superior Court Probation Treatment Court Community Corrections	Christine Kerl Chief Probation Officer (317) 327-3059 christine.kerl@indy.gov	2014 to Present
500 N. Government Way Suite 100 Coeur d'Alene, ID 83814	Probation Adult Drug Court DWI Court Mental Health Court Juvenile Court	Mary Wolfinger Mental Health Court Coordinator (208) 446-1219 mwolfinger@kcgov.us	2014 to Present
8620 Avertestst Emerald Street Suite162 Boise, ID 83704	Probation Pretrial Services Juvenile Probation	Jon McDaniel Lieutenant (208) 577-3611 jmcDaniel@adaAvertestb.net	2014 to Present

Random Drug Screening for Specialty Court Participants
RFP No. 16-005-78 References



List of Comparable Drug Testing Service Contracts (Continued)

Avertest Test Center	Agencies Served	Primary Contact	Length of Service
120 E Park Street Olathe, KS 66061	Adult Probation Juvenile Probation Community Corrections Veterans Court	Dawn Huddleston Supervisor (913) 715-7485 dawn.huddleston@jocogov.org	2015 to Present
1015 E. Tyler Street Brownsville, TX 78520	Pretrial Diversion Divert Court Adult Probation	Rene Garza Assistant District Attorney (956) 544-0849 rgarza1@co.cameron.tx.us	2015 to Present
2402 W. Business 77; Ste E San Benito, TX 78586	Juvenile Probation	Rose Gomez Deputy Director (956) 361-4603 rgomez@co.cameron.tx.us	2015 to Present
356 N. Porter Rd. Porterville, CA 93257	Child Avertestfare Services	Belinda Boyman Staff Services Analyst III 559-624-7484 bboyman@tularehhsa.org	2015 to Present
356 N. Porter Rd. Porterville, CA 93257	Family Court Services	Virginia Montoya (559) 733-6052 vmontoya@tulare.courts.ca.gov	2016 to Present
2113 N. Merced Fresno, CA 93721	Superior Court of California County of Fresno Family Court Service	Cheryl Scott Family Court Services Manager FCSproviderlist@fresno.courts.ca.gov	2016 to Present
12 East Park Sq. Rm. 38-1 Marietta, GA 30090	DUI Court	Darcy Miller Program Coordinator (770) 528-1762 Darcy.miller@cobbcounty.org	2016 to Present
700 Poplar St. Macon, GA 31201	Probation Veterans Court Mental Health Court	Kathy Smith Veterans Court Coordinator (478) 621-6327 krsmith@maconbibb.us	2016 to Present
1200 N. Tustin Ave; Suite 220 Santa Ana, CA 92705	Social Services	Edja Kurtovic Sr. Social Services Supervisor (714) 746-7394	2016 to Present



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2016

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

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

PRODUCER Scott Insurance (Rich) 1700 Bayberry Court Ste. 200 Richmond VA 23226		CONTACT INFO: Chence Tracy Phone: 804-545-2234 FAX: 434-455-8524 Email: ctracy@scottins.com	
INSURED AVERT-1 Avertest, LLC 63A Avenue B 1700 Bayberry Court Ste 105 Richmond VA 23226		INSURER A - Columbia Casualty Company (A) NAIC # 31127 INSURER B - American Casualty Company of Reading 20427 INSURER C - Valley Forge Insurance Company (A) 20504 INSURER D - Transportation Insurance Company (A) 20494 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1157996287** **REVISION NUMBER:**

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

NO. / TYPE	TYPE OF INSURANCE	INSURER(S) / POLICY NO.	POLICY PERIOD	POLICY PERIOD	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	HMA 4027149226	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTALS \$500,000 MED. EXP. (In. 500,000) \$10,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$8,000,000 PRODUCTS - COMP/OP AGG \$9,000,000 PROF. LIAB. SEE BELOW \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> HIRING CAR PO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-OWNED AUTO	BJIA502161648	5/1/2016	5/1/2017	COMMER. BI/PLI (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MCPD ACN \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	HMC 4032149573	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Necessary in RW) If yes, describe here: (Necessary in RW) If no, describe here: (Necessary in RW)	WOC202161642 WOC202161642	5/1/2016 5/1/2016	5/1/2017 5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER FA F.L. EACH ACCIDENT \$1,000,000 F.L. DISEASE - FA EMPLOYER \$1,000,000 F.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIAB Claims Made	HMA 4027149226	5/1/2016	5/1/2017	Per Claim 1,000,000 Aggregate 2,000,000 Occ - Indemnity Only 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ADDITIONAL Remarks Schedule, may be attached if there space is required)
 Hired Car Physical Damage Deductible Comp \$100 and Collision \$500

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

For information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Henry W Hall</i>
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Curriculum Vitae

Michele A. Glinn, PhD, F-ABFT

Laboratory Director, Essential Testing LLC

1616 Eastport Plaza Dr Collinsville, IL 62034
phone 618-623-0623
fax (618) 344-4335
MGlinn@ETLab.org

Education

Bachelor of Arts, 1985

Major in Anthropology, Concentration in Biology Wayne State University, Detroit, MI

Doctor of Philosophy, 1993

Major in Biochemistry, Minor in Physiology Wayne State University, Detroit, MI

Advisor: Dr. C. P. Lee, Dist. Prof. of Biochemistry

Certifications

- Fellow of the American Board of Forensic Toxicology
- Class IV Datamaster Operator (Michigan)
- ASCLD-LAB Inspector
- ISO Assessor
- SFST Practitioner (Michigan)

Areas of Scientific Expertise

- Drug disposition and metabolism in human subjects.
- Drug effects on human subjects.
- Analysis of biological specimens for alcohol and drugs.
- Breath alcohol testing.
- Oxidative metabolism.
- Laboratory compliance with CAP, ASCLD-LAB, ISO 17025 standards
- Medicolegal aspects of alcohol and drug use.
- Standardized field sobriety testing

Professional Experience

Laboratory Director

Essential Testing

1616 Eastport Plaza Dr, Collinsville, IL 62234 October 2011 - present



- Administration and supervision of toxicology laboratory operations.
- Provision of toxicology expertise and consultations to clients.
- Review of analytical results completed by laboratory scientists.
- Implementation of new analytical procedures.
- Maintenance of compliance with government and accreditation regulations.
- Analysis of biological specimens in unusual or difficult cases.

Consulting Laboratory Director: Forensic Toxicology Program
Avertest

50 Monroe St., St. Charles, MO, 63301 May 2013 - present

- Administration of forensic toxicology program
- Review of forensic laboratory operations and quality control program.
- Review of analytical results completed by laboratory scientists.
- Maintenance of compliance with government and accreditation regulations.
- Court testimony on scientific issues related to forensic drug testing.

Consulting Laboratory Director: Pain Management Programs

Laboratory Management Consultants 527 Village Lane
Hazard, KY, 41701 January 2014 - present

- Review of operations and quality control programs for client laboratories.

Consultant in Forensic Toxicology

Glen Carbon, IL 62034 May 2010 - present

- Review of documents and laboratory reports
- Review of laboratory operations and quality control procedures
- Review of laboratory results
- Written reports and recommendations
- Court testimony
- Clients: attorneys, program managers, oversight bodies.

Toxicology Laboratory Supervisor Toxicology Program Coordinator

Toxicology Unit, Forensic Sciences Division, Michigan State Police 7320 N. Canal Rd, Lansing, MI 48213
October 1999 – October 2011

- Administration of statewide drug toxicology program of Michigan State Police Forensic Science Division.
- Analysis of biological samples for alcohol and drugs.
- Review of casework completed by toxicology scientists.
- Implementation of new analytical procedures when required.
- Instruction of law enforcement officials on drug and alcohol pharmacology and analysis.
- Maintenance of databases of cases analyzed by the unit.
- Maintenance of compliance of with government and ASCLD-LAB regulations.
- Court testimony on scientific issues related to forensic drug and alcohol analysis.



- Conducted studies with human subjects of alcohol metabolism and elimination and variables related to forensic alcohol testing.
- Assistance with MSP Breath Alcohol Testing program (Alcohol Enforcement Unit).

Assistant Director

State Department of Toxicology

Department of Pharmacology and Toxicology Indiana University School of Medicine

1998 – 1999

- Administered forensic drug analysis and breath alcohol testing programs for the State of Indiana.
- Operated breath alcohol testing training and certification programs for Indiana law enforcement officials.
- Supervised and directed teaching and breath test instrument certification activities of State Department inspectors.
- Maintained databases containing forensic drug testing data for the State of Indiana.
- Conducted studies with human subjects of alcohol metabolism and elimination and variables related to forensic alcohol testing.
- Composed literature reviews for official circulation of scientific issues related to forensic alcohol and drug testing.
- Court testimony on scientific issues related to forensic drug testing.
- Served on the State of Indiana Controlled Substances Advisory Committee (representative of Director).

Visiting Scientist

Dept. of Neuroscience Research, Lilly Research Laboratories Indiana University School of Medicine Indianapolis, IN, 1997-1998

Research areas: pharmacological manipulation of neuronal metabolism for treatment of neurodegenerative disorders

Research Associate

Dept. of Biochemistry, Indiana University School of Medicine Indianapolis, IN 1997

Research area: skeletal muscle glucose metabolism

Postdoctoral Scientist

Dept. of Neuroscience Research, Lilly Research Laboratories Eli Lilly & Co., Indianapolis, IN, 1993-1997

Research area: pharmacological manipulation of neuronal metabolism for treatment of neurodegenerative disorders

Graduate Research Assistant

Dept. of Biochemistry, Wayne State University School of Medicine Detroit, MI, 1988-1993

Research area: mitochondrial energy metabolism and lipid peroxidation

Research Assistant



Henry Ford Hospital Sleep Research and Disorders Center Detroit, MI, 1987-1988
Research area: drug effects on sleep patterns in normal and insomniac subjects

Teaching Experience

Instructor in the pharmacology and toxicology of alcohol, drugs of abuse and drug testing instrumentation for State of Michigan law enforcement officials and prosecuting attorneys, various courses sponsored by the Michigan State Police Training Division, the Forensic Sciences Division, the Prosecuting Attorneys' Association of Michigan, Supreme Court Judicial Conference and Sexual Assault Nurse Examiners, July 2000-present.

Instructor in the pharmacology and toxicology of alcohol, drugs of abuse and drug testing instrumentation for State of Indiana law enforcement officials and prosecuting attorneys, Indiana Law Enforcement Academy, Plainfield, IN, 1998-1999.

Instructor in biochemistry for Year I medical students
Wayne State University School of Medicine, Detroit, MI, 1989-1991

Private tutor in biochemistry for Year I medical students
Wayne State University School of Medicine, Detroit, MI, 1989-1990

Specialized Training

- Introduction to Excalibur, ThermoQuest Institute, Piscataway NJ, Dec 1999
- Mass Spectral Interpretation, ACS, Stockton, CA, Jan 2000
- Toxicology of Opiates, AAFS Meeting, Reno, NV, Feb 2000
- Expert Witness Training Course, MSP Training Academy, March 2000
- Medicolegal Investigation of Death, Wayne County Medical Examiner's Office, May 2000
- Operation and Applications of Tempus Time-of-Flight Mass Spectrometer, ThermoQuest, Manchester, UK, August 2000
- Pharmacology of Benzodiazepines, SOFT Meeting, Milwaukee, WI, Oct 2000
- Marijuana Forensic Symposium, SOFT Meeting, Milwaukee, WI, Oct 2000
- Supervisor Development, MSP Training Division, November 2000
- Class 2 Breath Test Operator, MSP Certified, December 2000
- Targeted Selection, MSP Human Resources, December 5-6, 2000
- Understanding Mass Spectra, MSP FSD, Sept. 11 – 13, 2001.
- Urine Testing and Human Performance, SOFT Meeting, New Orleans, LA, Oct 2001
- Adulterant Testing, SOFT Meeting, New Orleans, LA, Oct 2001
- Datamaster Operation, NPAS, Lansing, MI, Sept. 2002
- Medicolegal Death Investigation, SOFT Meeting, Dearborn, MI, Oct 2002.
- Pharmacogenomics, SOFT Meeting, Dearborn, MI, Oct 2002.
- Solid Phase Extraction, MATT Meeting, E. Lansing, MI, May 2003



- GC/MS Workshop, MATT Meeting, E. Lansing, MI, May 2003
- ASCLD Inspector Training School, Lansing, MI, June 2003
- Forensic Toxicology of Methadone, SOFT Meeting, Portland, OR, 2003
- Toxicology of Antidepressants, SOFT Meeting, Portland, 2003.
- Lifeloc/Class IV Operator Training, MSP Alcohol Enforcement Unit, January 2004.
- Hair Testing: Physiology and Drug Incorporation, MATT/SOHT Meeting, Arlington Hts, IL, May 2004.
- Principles of Forensic Toxicology SOFT/TIAFT/FBI Meeting, Washington, DC, August 2004
- Drug-Facilitated Sexual Assault, SOFT/TIAFT/FBI Meeting,

Washington, DC, August 2004
- Effects of Drugs on Human Performance, Robert Borkenstein Center for Studies of Law in Action, Bloomington, IN, September 2004.
- Clinical Toxicology, MATT Meeting, Kansas City, MO, May 2005
- Pediatric Poisoning, MATT Meeting, Kansas City, MO, May 2005
- Ambien Pharmacology, MATT Meeting, Kansas City, MO, May 2005
- Heavy Metal Toxicity, MATT Meeting, Kansas City, MO, May 2005

- Alternative Samples, MATT Meeting, Kansas City, MO, May 2005.
- Standardized Field Sobriety Testing, Alcohol Enforcement Unit, MSP, December 2005.
- Pharmacogenomics Testing Review, MATT Meeting, Peoria, IL, May 2006
- Ethylene Glycol Analysis, MATT Meeting, Peoria, IL, May 2006
- Drug Concentration Analysis, MATT Meeting, Peoria, IL, May 2006
- Pain Management Programs, MATT Meeting, Peoria, IL, May 2006
- Cocaine Confirmation, MATT Meeting, Peoria, IL, May 2006
- Dextromethorphan Toxicity, MATT Meeting, Peoria, IL, May 2006
- Lead Neurotoxicity, MATT Meeting, Peoria, IL, May 2006
- HGN and SFSTs, MATT Meeting, Peoria, IL, May 2006
- Six Sigma, MATT Meeting, Peoria, IL, May 2006
- Fast GC/MS, MATT Meeting, Peoria, IL, May 2006
- Mycotoxins, MATT Meeting, Peoria, IL, May 2006
- Daubert Training, MI Attorney General's Office, Lansing Lab, July 2006
- DMT Operation, NPAS, Lansing Lab, Lansing, Sept 2006
- Method Validation, SOFT Meeting, Austin, TX, Oct 2006
- Postmortem Pharmacokinetics, SOFT, Austin, TX, Oct 2006
- QA/QC Programs, SOFT, Austin, TX, Oct 2006
- Laboratory Development, FBI, Columbus, OH, June 2007
- ISO/IEC 17025, ASCLD Consulting, Lansing Lab, Lansing, Dec. 2007
- Pediatric Psychopharmacology, MATT, Dayton, OH, May 2008
- Alternative Matrices, MATT, Dayton, OH, May 2008
- DRE and Toxicology, MATT, Dayton, OH, May 2008
- Sympathomimetic Amines, SOFT, Phoenix, AZ, Oct 2008
- ISO 17025 Accreditation, SOFT, Phoenix, AZ, Oct 2008
- Pain Management, MATT, Rochester, MN, April 2009
- Methamphetamine Laboratories, MATT, Rochester, MN, April 2009
- Legal Challenges to Breath Alcohol Testing, IACT, Anchorage, AK, May 2009
- OWI Drugs, IACT, Anchorage, AK, May 2009



- ASCLD Issues in Breath Alcohol Testing, IACT, Anchorage, AK, May 2009
- Envenomations, SOFT, Oklahoma City, Oct 2009
- Mendelez-Diaz and the Right to Confrontation, SOFT, Ok. City, Oct 2009
- Pain Management, MATT, Milwaukee, WI, April 2010

- Generic vs. Brand Name Drugs, MATT, Milwaukee, April 2010
- Drug Diversion, MATT, Milwaukee, April 2010
- Marihuana Pharmacology, SOFT, Richmond, VA, Oct 2010
- Piperazines, Designer Amphetamines and Tryptamines, SOFT, Richmond, VA, Oct 2010
- Elemental Analysis, SOFT, Richmond, VA, Oct 2010
- ISO Assessor Training, ASCLD-LAB, Tampa, FL, Jan 2011
- Analyst Operation, AbSciex, Sacramento, CA, Nov 2011
- IACT Annual Meeting, IACT, Nashville, TN, April 2012
- MATT Annual Meeting, MATT, Chicago, IL, May 2012
- SOFT Annual Meeting, SOFT, Boston, MA, July 2012
- Developments in Clinical/Forensic Research, AbSciex, Chicago, IL, Oct 2012
- IACT Annual Meeting, IACT, Minneapolis, MN April 2013
- MATT Annual Meeting, MATT, Cleveland, OH April 2013
- MS in the Clinical Lab, AACC, St. Louis, MO, Sept. 2013
- Lab Quality Confab, AACC, New Orleans, LA, Oct 2013
- MATT Annual Meeting, MATT, Detroit, MI April 2014

Membership In Professional Societies

- American Association for Clinical Chemistry, 2012 - present
- Society of Forensic Toxicologists, 2000 - present
- Midwestern Assn. for Toxicology and Therapeutic Drug Monitoring, 2003 – present (lifetime member).
- International Association for Chemical Testing, 1998 – 2000, 2009 - present.
- American Society of Crime Laboratory Directors: Inspector, 2003 – present; member, 2010 - 2012.
- Society of Toxicology, 1998 - 2003
- Society for Neuroscience, 1994-1999
- Biophysical Society, 1988-1998
- Federation of American Societies for Experimental Biology, 1990-1998
- Sleep Research Society, 1987-1988

Honors and Awards

- Richard H. Austin Traffic Safety Award for Long-Term Contributions to Traffic Safety, Toxicology/Blood Alcohol Unit, 2011
- Past-President, MATT, 2009-2010
- President, MATT, 2008 - 2009
- Vice President, MATT, 2007 - 2008



- Graduation magna cum laude from Wayne State University, 1993
- Thomas C. Rumble University Graduate Fellowship, Wayne State University, 1990-1991 and 1992-1993 for academic merit.
- Graduation cum laude from Wayne State University, 1985
- Four-year full scholarship for undergraduate academic study, 1981- 1985 from the Greater Detroit Chevrolet Dealers' Association for academic merit.

Patents

- Methods for Increasing Choline Acetyltransferase (ChAT) Activity (Raloxifene HCl). X. Wu, M. Glinn, S. Paul, H. Bryant
Lilly Research Laboratories, Eli Lilly & Co.
U.S., European and Global patents, 1998, 1999 and 2000
- Methods for Increasing Choline Acetyltransferase (ChAT) Activity (Serm III), X. Wu, M. Glinn, S. Paul, H. Bryant
Lilly Research Laboratories, Eli Lilly & Co.
U.S., European and Global patents, 1998, 1999 and 2000
- Methods for Increasing Choline Acetyltransferase (ChAT) Activity (Tamoxifen), X. Wu, M. Glinn, S. Paul, H. Bryant
Lilly Research Laboratories, Eli Lilly & Co.
U.S. patent granted Feb 2000

Publications

Refereed Journals

- M. Glinn, P. Curtis, F. Adatsi. *J. Forensic Sci.*, 56(6):1632-8, 2011.
- X. Wu, M. Glinn et al.. *Brain Research*, 847:98-104, 1999.
- Y. Du et al. *J. Neurochem.*, 70:1182-1188 (1998).
- M. Glinn et al. *J. Neurochem*, 70:1850-1858 (1998).
- Y. Du et al. *J. Neurochem.*, 69: 299-305 (1997).
- M. Glinn et al. *Brain Res.*, 757:85-92 (1997).
- M. Glinn et al. *Biochem. Biophys. Acta*, 1318: 246-254 (1997).
- M. Glinn et al. *J. Neurochem.*, 65: 2358-2365 (1995).
- V. DeMel et al. *Protein Science*, 3:39-54 (1994).
- M. Glinn et al. *Arch. Biochem. Biophys.*, 290 (1): 57-65 (1991).



- E. Stepanski et al. *Psychosomatics*, 30(4): 421-427 (1989).

Book Chapters

- B. Ni, M. Glinn and S. M. Paul. *Phosphate Metabolism in Neurological Disorders*, World Health Organization, CH-1211 Geneva 27, Switzerland, 1998.

Case Reports

- M. Glinn, P. Curtis
Effects of Smokeless Tobacco and Belching on DMT Breath Alcohol Results
IACT Newsletter, August 2011
- M. Glinn
Physiological Effects of K2
PAAM Newsletter, Oct. 2010
- M. Glinn
How Many Drugs Does It Take to Prove Impairment?
ToxTalk, SOFT Newsletter, June 2008
- M. Glinn, G. French, E. Gormley and O. Idusuyi.
Prolonged Residence Time of Benzoylcegonine in
the Serum of a Chronic Drug User. sMATTerings, MATT Newsletter, Oct. 2005.

Abstracts and Presentations

- MATT Meeting Proceedings (2014)
- ASMS Annual Meeting (2013)
- MATT Meeting Proceedings (2012).
- Society of Forensic Toxicologists Abstracts, p. P62 (2010).
- IACT Meeting Proceedings (2009).
- Society of Forensic Toxicologists Abstracts, p. P46 (2008)
- MATT Meeting Proceedings (2008).
- MATT Meeting Proceedings (2006).
- MATT Meeting Proceedings (2003).
- Society of Forensic Toxicologists Abstracts, p. 29 (2000).
- Society for Neuroscience Abstracts, 24(1); 1789 (1998).
- Society for Neuroscience Abstracts, 24(1); 732 (1998).
- Society for Neuroscience Abstracts, 23(2):2295 (1997)
- Society for Neuroscience Abstracts, 22(1):196 (1996)
- Society for Neuroscience Abstracts, 22(1):367 (1996)



- Neurobiol. of Aging, 17(4s):S109 (1996)
- Society for Neuroscience Abstracts, 21(3):2065 (1995)
- Biophysical Journal, 64(2):A103 (1993).
- Biophysical Journal, 61(2):A195 (1992).
- EBEC Short Reports, 7:66 (1992).
- FASEB Journal, 5(5):A1193 (1991).
- Biophysical Journal, 57(2):556a (1990).
- Sleep Research, 18:307 (1989).
- Sleep Research, 19:306 (1989).
- Sleep Research, 17:132 (1988).

Official Publications on Behalf of the State of Indiana

Report to Governor's Council on Impaired and Dangerous Driving

An Assessment of the Operations and Structure of the Indiana State Department of Toxicology. Hon. Linda Chezem, Hon. Thomas Wyss, Hon. Peggy Welch, Mr. Michael Medler, Dr. Michele Glinn, Sept., 2010.

White Papers

Effects of Dentures on Breath Alcohol Testing. M. Glinn, 1998 Pulmonary Disorders and Breath Alcohol Testing. M. Glinn, 1998 Organic Solvent Interference with Breath Alcohol Testing. M. Glinn, 1998

Report to Governor's Council on Impaired and Dangerous Driving

Report on Breath Alcohol Testing in the State of Indiana, July 1 1996 - June 30, 1998. J. Klaunig and M. Glinn, 1999.

Copies of the above may be requested from the Indiana State Department of Toxicology.



Bryan J. Menges, D.O.
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Phone: 918-409-6184 Email: bryanmenges@hotmail.com
State Residence: Missouri

Education

Doctor of Osteopathy
Kansas City University of Medicine and Biosciences - College of Osteopathic Medicine
Kansas City, Missouri
Date of Attendance: August 2002 - May 2006
Bachelor of Science Chemistry
Rockhurst University
Kansas City, Missouri
Date of Attendance: August 1995 - May 1999

Licensure

Oklahoma State Board of Osteopathic Examiners (July 1, 2007) License Number 4539
National Provider Identifier 1245438779
Oklahoma State Bureau of Narcotics and Dangerous Drug
Drug Enforcement Administration (July 19, 2007)
Missouri Bureau of Narcotics and Dangerous Drugs 1924436140
Missouri State Board of Registration for the Healing Arts
License Number 2010020894

Postgraduate Training

Osteopathic Internship
Oklahoma State University Medical Center
Tulsa, Oklahoma
Date of Attendance: July 1, 2006 – June 30, 2007
Osteopathic Residency – Emergency Medicine
Oklahoma State University Medical Center
Tulsa, Oklahoma
Date of Attendance: July 1, 2007 – June 30, 2009
Osteopathic Chief Resident – Emergency Medicine
Oklahoma State University Medical Center
Tulsa, Oklahoma
Date of Attendance: July 1, 2009 – June 30, 2010

Professional Organization Memberships

American Osteopathic Association 2002 - Present



American Medical Association	2002 - Present
American College of Osteopathic Emergency Physicians	2006 - Present
Emergency Medicine Residents' Association	2006 - Present
American College of Emergency Physicians	2007 - Present

Professional Experience

St John's Mercy Medical Center <i>Emergency Physician, Washington, Missouri</i>	Aug. 2010 - Present
Jackson County Memorial Hospital <i>Emergency Physician, Altus, Oklahoma</i>	Nov. 2007 – July 2010
Logan County Memorial Hospital <i>Emergency Physician, Guthrie, Oklahoma</i>	Sep. 2007 – July 2010
Urgent Care Green Country <i>Physician, Tulsa, Oklahoma</i>	Aug. 2007 – Aug 2008
Cerner Corporation <i>HNA Analyst / Health Care Consultant, Kansas City, Missouri</i>	Sep. 1999 - July 2002
Rockhurst University <i>Laboratory Teaching Assistant, Kansas City, Missouri</i>	Aug. 1997 - May 1999
Saint Joseph Health Center <i>Visual Field Technician, Kansas City, Missouri</i>	Sep. 1997 - May 1998
Saint Mary's Health Center <i>Patient Care Technician, Jefferson City, Missouri</i>	May 1995 - Aug. 1999

Certifications

- Advanced Cardiovascular Life Support Provider – American Heart Association
- Advanced Trauma Life Support – American College of Surgeons
- Basic Life Support for Health Care Providers – American Heart Association
- Neonatal Resuscitation Provider – American Heart Association
- Pediatric Advanced Life Support Provider - American Heart Association

Research

- Diagnosis of Cardiac Tamponade with Bedside Ultrasound: A case report and literature review*
April 2007
- Cardiovascular Dysrhythmia in Carbon Monoxide Exposure: A case report of new onset supraventricular tachycardia in carbon monoxide toxicity*
April 2008
- Mediastinal Hemangioma with Kasabach-Merritt Syndrome: A case report and literature review*
April 2009
- Confirmation of Nasogastric tube placement via ultrasonography: A prospective trial*
June 2009 - Present



Alexandrea A. Armfield

- Objective** To advance my expertise and knowledge within the forensic toxicology laboratory field and grow within my current role with Avertest.
- Education** **M.P.A. in Health, University of Missouri-Kansas City, Kansas City, Mo, May 2014**
Related course work: Research methods, Politics, Economics, Finance, Health Administration, Public Service, Leadership
B.A. IN CHEMISTRY, UNIVERSITY OF MISSOURI-KANSAS CITY, KANSAS CITY, MO, May 2012
Related course work: Biology, Inorganic & Organic Chemistry, Statistics, Physics, Genetics, Histology, Psychology, Spanish, Philosophy
Minor: Humanities
Honors: Departmental Honors-Chemistry Department
- Work History** **Laboratory Production Manager, Avertest, Saint Louis, MO**
June 15, 2014 – Present
Duties
- Supervision of a forensic toxicology laboratory conducting court-ordered drug testing for nationwide client base.
 - Analysis of urine and oral fluid samples for illicit and medicinal drugs of abuse.
 - Oversight of quality assurance/quality control operations.
 - Method development and validation.
 - Instrument operation and troubleshooting.
 - Data review and report generation.
 - Results interpretation.
 - Court testimony.
 - Compliance with accreditation standards and regulations.
- Site Manager, Avertest, Kansas City, MO**
May 7, 2012 – June 15, 2014
Duties:
- Analysis of urine samples for drugs of abuse.
 - Data review and report generation.
 - Instrument operation and troubleshooting.
 - Assist with maintaining compliance with accreditation standards and regulations.
 - Judicial treatment team participation.
- Scribe, Physassist, kansas city, mo**
August 2011 – May 2012
Duties:
- Assist ER physicians with all components of patient charts.
 - Recorded all medical data noted by the physician during patient examination.
 - Maintained properly coded documentation of all patients during shift.



- Responsible for continuous knowledge of medical terminology for record keeping.

Student Research Assistant, Hoglund Brain Center, University of Kansas Medical Center

Jan 2010 – June 2011

Duties:

- Observed and assisted in data collecting of fetal health using a biomagnetometer to record cardiac and brain neurophysiology through magnetic fields.
- Assisted in the collection of visual evoked magnetic fields, measuring how the visual cortex responds to contrast change at different intensities in children with Autism and Asperger's syndrome and a control group without either neurological symptoms.
- Performed experiments to obtain diaphragmatic magnetomyograms of healthy adults during diaphragmatic breathing using a biomagnetometer to produce results that would support the use of this test method for future clinical use to better understand the diaphragm.
- Used custom designed programs in MatLab and EEGLab for:
 - MCG analysis (maternal, fetal, infant, adult) to measure magnetocardiograms in the DHA study (comparing effects of DHA or Placebo during pregnancy on maternal, fetal and infant cardiac autonomic control).
 - Evoked potential analysis (Dunn-Visual Evoked Fields) to measure sensitivity to increasing contrast in adolescents with hyper- or hyposensitivities.
 - Event Related Potentials (sharks/fish) to measure impulse control and brain activity in children.
- Used QRSTool and CMetX for the analysis of cardiac metrics of rate and variability (maternal, fetal, infant, child, adolescent).
- Used CTF Systems software, Acquisition, Data Editor and Plot Tool for dMMG and VEF analysis (includes data acquisition, filtering and averaging).
- Used core FTP for moving data from one station to the other.
- Leadership & Management
- Immunoassay Testing
- Method Development and Validation
- Toxicology Analysis
- Liquid Chromatography/Mass Spectrometry
- Compliance with Accreditation Standards
- Magnetic field/MRI Analysis of Fetal Neurophysiology
- Laboratory data management and record-keeping

Skills

Professional Achievements

Laboratory Inspection

- Successfully prepared for and passed laboratory inspection by CLIA and COLA.

Relocation of Laboratory



- Lead the relocation of an immunoassay testing laboratory.
- Systematically organized and compiled all necessary data to ensure compliance.



Amy Tumey Rich

EDUCATION Middle Tennessee State University in Murfreesboro, TN. BS, Criminal Justice Administration
Minor in Psychology and Sociology Graduated on August 8, 1998 Certified in Moral Reconciliation Therapy (MRT)

SKILLS

- *Strong Public Speaking Skills
- *Positive Communication and networking skills
- *Independent and Well Organized
- *Have a vast knowledge of community resources
- *Strong Computer Skills: Knowledge of Internet, Microsoft Word and Excel
- *Excellent writing skills
- *Assertive
- *Able to multi-task

WORK EXPERIENCE

07/10-Present Corrections Corporation of America
Substance Abuse Counselor

- *Implemented a new RDAP program at the annex with female offenders
- *Worked in conjunction with the unit management to facilitate program goals, security goals and CCA guiding principles.
- *Responsible for individual and group counseling with offenders in the RDAP substance abuse treatment program
- *Assist clients in educational needs that include applying for financial aid, applying for colleges and preparing for entrance exams
- *Work with clients when they are in crisis by doing individual counseling and making referrals for other resources
- *Help clients set goals for living outside of jail
- *Complete investigations on incidents that occur in the program
- *Maintain confidential treatment files
- *Maintain treatment notes for clients
- *Collaborate with other facilities, agencies and halfway houses for follow-up care for clients

10/08-07/10 Metro/Nashville Police Department
Police Youth Counselor II

- *Responsible for individual counseling of youthful offenders and their families
- *Work with detectives and families to refer services for runaway juveniles and their families
- *Investigate juvenile citations and make appropriate decisions for processing the citations
- *Settle juvenile citations with the prosecutor and the juvenile offender and their parents



- *Collaborate with community services to provide services for youthful offenders
- *Responsible for data entry of juvenile citations and record follow up care
- *Assume case management responsibilities
- *Develop treatment plans to strengthen families
- *Interpret and explain state and local laws violations to juveniles to families

10/07-10/08 STARS of Nashville

Youth Counselor at Brentwood High School

- *Provided individual and group counseling to high school students in the areas of anger management, drug and alcohol use/abuse, educational needs/goals and crisis counseling
- *Acted as a liaison between teachers, students and parents in areas where the student needed assistance
- *Collaborated with guest speakers and school administrators to develop special events such as Red Ribbon Week and other related issues to students in high school.
- *Collected data for statistical analysis
- *Provided community referrals to parents and students beyond the educational system
- *Taught seminars for parents on special topics related to high school students

5/03-9/07 Spectrum Healthcare Systems Inc. /Correctional Counseling Inc. Tennessee Prison for Women

Lead Alcohol and Drug Abuse Counselor

- *Facilitated group counseling in Drug Abuse, Co-Dependency, Relapse Prevention, Parenting and other related groups in a yearlong alcohol and drug treatment program.
- *Created treatment plans, maintained files and treatment notes on all clients.
- *Completed intakes, assessments, and discharges on all clients.
- *Individual counseling of clients as needed.
- *Provided orientation of the program to new clients and new employees.
- *Participated in the writing of reports and statistics for the program.
- *Provided case management and therapeutic needs of the clients.
- *Responsible for drug screens and for all report and record keeping in conjunction with those screens.
- *Responsible for the treatment program group scheduling and staff assignments.
- *Provided all formal and informal presentation to groups about the program.
- *Acted as interim director when needed.
- *Created and implemented a new Parenting curriculum that is currently being used in the program.

8/00-5/03 Alcohol and Drug Council of Middle Tennessee

Teen Hope Coordinator

- *Counseled and taught inner city youth in four Davidson County Schools on alcohol and drug abuse.
- *Facilitated anger management groups, provided individual counseling and assistance.
- *Assisted in arbitration between teachers and students with behavioral issues.
- *Responsible for writing and capturing statistics for grant funding.
- *Coordinated program between schools and administration.
- *Organized parent meetings to educate parents about issues that affected their child and how to identify problems that affected the child at school.

5/02-5/04 Mothers against Drunk Driving-Youth in Action



Youth in Action Coordinator

- *Facilitated youth compliance checks in 23 middle Tennessee Counties.
- *Provided educational services in area high schools for prevention of underage drinking.
- *Made public presentations for the enhancement of community services.
- *Collaborated with local and state law enforcement agencies to provide compliance checks
- *Coordinated youth volunteers in community service activities.
- *Collaborated with county government officials to enhance and create community services.