

**Employer Solutions Proposal**

# **New York State Department of Civil Service**

## **Request for Proposals – Administrative Proposal**

### **CLINICAL LABORATORY SERVICES**

*Prepared Exclusively for*

**New York State Department of Civil Service**

**ATTENTION: CLINICAL LABORATORY SERVICES**

**PROCUREMENT, FLOOR 17**

**AGENCY BUILDING 1, EMPIRE STATE PLAZA**

**ALBANY, NEW YORK 12239**

**SUBMISSION DATE:**

**FRIDAY, MAY 31, 2019 3:00 pm EST**

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May 31, 2019

New York State Department of Civil Service  
Mr. Brian Bopp  
Clinical Laboratory Services Procurement, Floor 17  
Agency Building 1, Empire State Plaza  
Albany, New York 12239

Re: **Request for Proposals for Clinical Laboratory Services – Administrative Response**

Dear Mr. Bopp:


On behalf of Quest Diagnostics, thank you for the opportunity to participate in the New York State Department of Civil Service Request for Proposals for Clinical Laboratory Services. Please see the enclosed proposal response.

Quest Diagnostics welcomes the opportunity to continue providing New York State Department of Civil Service with clinical and toxicology laboratory testing and collection and specimen pickup services with the level of service and commitment that is second to none in the industry. Quest Diagnostics is completely dedicated to every aspect of the client relationship by providing a competitive price, complete menu of products and services, internal and external support teams and a vast collection site network which is supported by three (3) SAMHSA-certified laboratories and a clinical laboratory network.

Our objective is to maintain our commitment to exceeding expectations through teamwork, innovation, and industry leadership. We ask that you once again choose Quest Diagnostics based on our Experience, Quality, Stability, Leadership and Sustainability.

We look forward to reviewing our proposal with you in detail, as well as the next steps in your evaluation process. If you have questions or require additional information, please feel free to contact, Dylan Wilson, Quest Select Account Manager or Barbara Mayer, Proposal Supervisor, via phone or email.

Regards,

  
Dylan Wilson, Quest Select Account Manager  
Quest Diagnostics Clinical Laboratories, Inc.  
Employer Solutions

# ATTACHMENT 1

## FREEDOM OF INFORMATION LAW (FOIL)

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**Please see the attached, completed Attachment 1, Freedom of Information Law (FOIL)**



NY Dept of Civil  
Service-Clinical Labc

# ATTACHMENT 1 - Freedom of Information Law Request for Redaction Chart

Quest Diagnostics Clinical Laboratories, Inc. Proposal Dated 05/31/2019  
(Name of Company)

In Response to the Request for Proposals entitled **Clinical Laboratory Services**.

- ☐ Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law.
- ☒ Offeror makes **NO** assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Proposal:		
Requested Redaction Page #'s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Technical Proposal:		
Requested Redaction Page #'s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Cost Proposal:		
Requested Redaction Page #'s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		

## **ATTACHMENT 1 - Freedom of Information Law Request for Redaction Chart**

### **REDACTION CHART**

Please provide specific justification for each item for which you seek protection from FOIL disclosure. An appropriate justification may be any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- a) the confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- c) whether any patent, copyright, or similar legal protection exists for the specific item of information;
- d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;
- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

## ATTACHMENT 3

### FORMAL OFFER LETTER

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Please see the attached, completed Attachment 3, Formal Offer Letter.



NY Dept of Civil  
Service-Clinical Labc

## ATTACHMENT 3



Department of  
Civil Service

### Formal Offer Letter

Date: May 31, 2019

NYS Department of Civil Service  
Agency Building 1, 17<sup>th</sup> Floor  
Empire State Plaza  
Albany, New York 12239

RE: RFP entitled "**CLINICAL LABORATORY SERVICES**"

**Firm Offer to the State of New York**

**Quest Diagnostics Clinical Laboratories, Inc.** ("Offeror") hereby submits this firm and binding offer ("Proposal") to the State of New York in response to New York State Department of Civil Service Request for Proposals entitled "Clinical Laboratory Services" (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in the RFP.

**Quest Diagnostics Clinical Laboratories, Inc.** accepts the terms and conditions as set forth in RFP; as well as the terms and conditions set forth in RFP Appendices A through C, and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in the RFP, including providing all Project Services detailed in Section 3 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 180 days from the Proposal Due Date and Time as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 180-day period, this offer shall remain firm and binding beyond such until a contract is approved by the NYS Comptroller, unless **Quest Diagnostics Clinical Laboratories, Inc.** serves the New York State Department of Civil Service "Department" with written notice of its Proposal withdrawal.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of **Quest Diagnostics Clinical Laboratories, Inc.** and possesses the legal authority and capacity to act on behalf of **Quest Diagnostics Clinical Laboratories, Inc.** to execute a contract with the State of New York.

Except as otherwise set forth in an attached document (if any), the undersigned affirms that s/he is unaware of the existence of, or potential for conflict of interest on the part of the Offeror due to prior, current, or proposed contracts, engagements, or affiliations.

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Department's procedures regarding permissible contacts as required thereby.

The Offeror certifies that all information provided to the Department with respect to State Finance Law §139-k is complete, true and accurate.

Legal Business Name of Offeror: **Quest Diagnostics Clinical Laboratories, Inc.**

## ATTACHMENT 3



**Department of  
Civil Service**

### **Formal Offer Letter**

D/B/A - Doing Business As (if applicable): \_\_\_\_\_

Address Street City State Zip: 1201 S. Collegeville Road, Collegeville, PA 19426

NYS Vendor Identification Number: 1000055872

Federal Tax Identification Number (do not use social security number): 38-2084239

#### **Offeror's Project Manager's contact information**

Name: Dylan Wilson

Address: 10101 Renner Blvd., Lenexa KS 66219

Phone number: 913-577-1428

Email address: Dylan.L.Wilson@questdiagnostics.com

**If applicable, place an "x" next to each that apply:**

NYS Small Business: \_\_\_\_\_

Vendor Responsibility Questionnaire Filed Online: Yes ☒ No \_\_\_\_\_

Minority-owned Business Enterprise (MBE): \_\_\_\_\_

Woman-owned Business Enterprise (WBE): \_\_\_\_\_

Service-Disabled Veteran-Owned Business (SDVOB): \_\_\_\_\_

(remainder of this page intentionally left blank)

# ATTACHMENT 3



Department of  
Civil Service

## Formal Offer Letter

The undersigned affirms and swears as to the truth and veracity of all documents included in Proposal.

Signature: [REDACTED] Title: Vice-President, Employer Solutions

PRINT SIGNATORY'S NAME: Jason Severston

Date: 5/15/2019

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT  
STATE OF: KANSAS

COUNTY OF: JOHNSON

### Sworn Statement:

On the 15TH day of MAY in the year 2019, before me personally appeared JASON SEVERTSON, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at Town of LEUELA County of JOHNSON, State of KS; and further that:

(If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

X (If a corporation): he is the Vice-President, Employer Solutions of Quest Diagnostics Clinical Laboratories, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is the of the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): he is a duly authorized member of LLC, the limited liability company described in said instrument; that, he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public [REDACTED] Date: 5/15/19

SUSAN BLAIR  
Notary Public-State of Kansas  
My Appt. Expires 1-18-2022

## ATTACHMENT 6

### MWBE UTILIZATION PLAN

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Please see the attached MWBE Utilization Plan.



MWBE UTILIZATION  
PLAN(MWBE-100)\_A1

## ATTACHMENT 6



**Department of  
Civil Service**

**MWBE UTILIZATION PLAN**

MWBE-100

RFP entitled "CLINICAL LABORATORY  
SERVICES"

**INSTRUCTIONS:** All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.

<b>Offeror Name:</b> Quest Diagnostics Clinical Laboratories, Inc.		<b>Federal Identification No.:</b> 38-2084239		
<b>Address:</b> 1201 South Collegeville Road		<b>Solicitation No.:</b> Clinical Laboratory Services		
<b>City, State, Zip Code:</b>		<b>M/WBE Goals for the Solicitation:</b> MBE: 10 % WBE: 20 %		
<b>1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.</b>	<b>2. Classification</b> MBE/WBE	<b>3. Federal ID No.</b> 22-3700956	<b>4. Detailed Description of Work (Attach additional sheets, if necessary.)</b>	<b>5. Dollar Value of Subcontracts/Supplies</b>
<b>A.</b> Neta Scientific 4206 Sydon Blvd. Hainesport, New Jersey 08036	<b>NYS ESD Certified</b> <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE		Parts for the equipment and reagents and consumables in support of the testing performed	
<b>B.</b>	<b>NYS ESD Certified</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
<b>6. WAIVER REQUESTED:</b> MBE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, submit form MWBE101 / WBE: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, submit form MWBE101				
<b>PREPARED BY (Signature):</b> [Redacted]		<b>TELEPHONE NO.:</b> 913-895-2301	<b>EMAIL ADDRESS:</b> Stacey.L.Blackmon@QuestDiagnostics.com	
<b>NAME AND TITLE OF PREPARED (Print or Type):</b> Stacey Blackmon, Executive Sales Director				
<b>DATE:</b> Offeror's Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<p><b>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.</b></p>		<b>*****FOR DEPARTMENT USE ONLY*****</b>		
		<b>REVIEWED BY:</b>	<b>DATE:</b>	
		<b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Date:</b> ____		
		<b>MBE CERTIFIED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		
		<b>WBE CERTIFIED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		
		<b>WAIVER GRANTED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver		
<b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b>Date:</b> ____				

# ATTACHMENT 9

## MWBE EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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Please see the attached MWBE-Equal Employment Opportunity Policy Statement



MWBE EQUAL  
OPPORTUNITY STATE



**Department of  
Civil Service**

**MWBE – EQUAL EMPLOYMENT  
OPPORTUNITY POLICY STATEMENT**  
RFP entitled  
“CLINICAL LABORATORY SERVICES”

**M/WBE AND EEO POLICY STATEMENT**

I, Stacey Blackmon, the (awardee/contractor) Executive Sales Director agree to adopt the following policies with respect to the project being developed or services rendered at Quest Diagnostics Clinical Laboratories, Inc.

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

## ATTACHMENT 9



Department of  
Civil Service

### MWBE – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Agreed to this 28th day of May, 2019

By   
DocuSigned by:  
B96798BBD753425...

Print: Stacey Blackmon

Title: Executive Sales Director

Hayley Tremblay is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

#### M/WBE Contract Goals

30 percent Minority and Women's Business Enterprise Participation

10 percent Minority Business Enterprise Participation

20 percent Women's Business Enterprise Participation

  
DocuSigned by:  
160A8B84747F2  
(Authorized Representative)

Title: Proposal Specialist

Date: May 28, 2019

# ATTACHMENT 10

## KEY SUBCONTRACTORS OR AFFILIATES

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**Please see the attached, completed Attachment 10, Key Subcontractors or Affiliates.**



NY Dept of Civil  
Service-Clinical Labc

# ATTACHMENT 10



**Department of  
Civil Service**

## **KEY SUBCONTRACTORS** RFP entitled "CLINICAL LABORATORY SERVICES"

### **INSTRUCTION: Prepare this form for each Key Subcontractor**

**Offeror's Name:**

The Offeror:

☒ is

☐ is not

proposing to utilize the services of a subcontractor(s) to provide Project Services

**Subcontractor's Legal Name:**

**Neta Scientific**

**Business Address:**

**4206 Sylon Blvd.  
Hainesport, NJ 08036**

**Subcontractor's Legal Form:**

☒ Corporation ☐ Partnership ☐ Sole Proprietorship  
☐ Other

As of the date of the Offeror's Proposal, a subcontract

☒ has

☐ has not

been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to the Project.

In the space provided below, describe the Subcontractor's role(s) and responsibilities regarding Project Services to be provided by the subcontractor:

**Neta Scientific supplies parts for the equipment and reagents and consumables in support of the testing performed.**

# ATTACHMENT 11

## NEW YORK STATE CONSULTANT SERVICES CONTRACTOR'S PLANNED EMPLOYMENT

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Please see the attached Attachment 11, Form A, New York State Consultant Services Contractor's Planned Employment with note from Quest Diagnostics.



Attachment  
11\_COMPLETED.pdf

## ATTACHMENT 11

FORM A

**New York State Consultant Services  
Contractor's Planned Employment**  
From Contract Start Date Through the End of the Contract Term

State Agency Name: New York State Department of Civil Service

State Agency Department ID: 3150200

Agency Business Unit: DCS01

Contractor Name:

Contract Number: C000720

Contract Start Date:     /     /

Contract End Date:     /     /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
The exact number of employees and number of			
hours worked cannot be determined until the			
services have been performed.			
Total this Page	0.00	0.00	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: \_\_\_\_\_

Date Prepared:     /     /

(Use additional pages, if necessary)

Page     of

# ATTACHMENT 12

## NEW YORK STATE REQUIRED CERTIFICATIONS

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Please see the attached completed Attachment 12, New York State Required Certifications form.



ATTACHMENT  
12\_COMPLETE.03.20

ATTACHMENT 12



Department of  
Civil Service

**New York State Required Certifications**  
RFP entitled  
"CLINICAL LABORATORY SERVICES"

**Offeror Name:** Quest Diagnostics Clinical Laboratories, Inc.

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND  
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Contractor, by submission of this Certification, certifies that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes \_\_\_\_\_ or No X

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes \_\_\_\_\_ or No \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Agreement have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to contract approval, directly or indirectly, to any other competitor; and
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a price quote for the purpose of restricting competition.



Department of  
Civil Service

**New York State Required Certifications**  
RFP entitled  
"CLINICAL LABORATORY SERVICES"

**EXECUTIVE ORDER NO. 177 CERTIFICATION**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

## ATTACHMENT 12



Department of  
Civil Service

New York State Required Certifications  
RFP entitled  
"CLINICAL LABORATORY SERVICES"

**SEXUAL HARASSMENT PREVENTION CERTIFICATION**

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

(Note: Bids that do not contain this certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with the bid detailing the reasons why the sexual harassment prevention certification cannot be made.)

Date: MARCH 25, 2019

Print Signatory's Name: Jason Severtson

Signature

Title: Vice-President, Employer Solutions

**CORPORATION ACKNOWLEDGMENT**

STATE OF KANSAS

COUNTY OF JOHNSON

Sworn Statement:

On the 25TH day of MARCH in the year 20 19, before me personally appeared JASON SEVERTSON, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at Town of LENEXA County of JOHNSON, State of KANSAS; and further that: he is the VP-EMPLOYER SOLUTIONS of QUEST DIAGNOSTICS, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

Date: 3-25-2019

SUSAN BLAIR  
Notary Public-State of Kansas  
My Appt. Expires 1-18-2022

# ATTACHMENT 13

## NON-MATERIAL BID DEVIATIONS

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**Please see the attached, completed Attachment 13, Non-Material Bid Deviations**



NY Dept of Civil  
Service-Clinical Labc

**Please see the attached documents with suggested redlines as proposed by Quest Diagnostics Legal Counsel.**

**Please see Appendix B with suggested changes.**



APPENDIX B-  
Standard Clauses fo

**Please see Appendix C with suggested changes and Quest Diagnostics HIPPA statement that follows.**



APPENDIX C.docx

Quest Diagnostics position on signing business associate agreements with customers with whom Quest Diagnostics performs regulated and/or non-regulated drug testing by one of its certified Substance Abuse and Mental Health Services Administration ("SAMSHA") laboratories, under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is as follows:

Quest Diagnostics has designated its drug testing operations as a non-healthcare component and therefore not subject to HIPAA. Although Quest Diagnostics does not sign business associate agreements with its customers for drug testing, Quest Diagnostics believes that the standard "compliance with laws" clause of our agreement for drug testing services provides you with the sufficient assurance that Quest Diagnostics will comply with any and all privacy and confidentiality laws, rules and regulations applicable to performing drug testing services. Quest Diagnostics takes very seriously its commitment to protect the privacy and confidentiality of all donor information.

**Please see attached Section 3 – Project Scope with suggested changes from Quest Diagnostics.**



SECTION 3\_PROJECT  
SCOPE\_Quest Respc

## ATTACHMENT 13



Department of  
Civil Service

**Non-Material Bid Deviations**  
RFP entitled "CLINICAL  
LABORATORY SERVICES"

Offeror Name: Quest Diagnostics Clinical Laboratories, Inc.

Deviation Number	RFP Page #	Section Reference	Proposed Bid Deviation with Detailed Explanation
1.	Appendix B, #15, Page 4	Restrictions and Intellectual Property	Strike
2.	Appendix B, #16, Page 4	Ownership/ Title to Product Deliverables	Strike
3.	Appendix B, #29, Page 9	Information Security Requirement	Strike
4.	Appendix C	HIPAA Business Associate Requirement	Please see HIPAA statement on page 12 of the Administrative Proposal.

An Offeror is required to use this **Non-Material Bid Deviations Template** when submitting any proposed non-material deviations and/or alternates. Offeror's proposed bid deviations must be submitted with its proposal.

## ATTACHMENT 13



Department of  
Civil Service

**Non-Material Bid Deviations**  
RFP entitled "CLINICAL  
LABORATORY SERVICES"

**Offeror Name:** Quest Diagnostics Clinical Laboratories, Inc.

Deviation Number	RFP Page #	Section Reference	Proposed Bid Deviation with Detailed Explanation
5.	#17	Section 3: Project Scope 3.1 Project Services	Addition
6.	#19	Section 3: Project Scope 3.1.2. a. and b Routine Drug Screening	Strikes and additions
7.	#20	Section 3: Project Scope 3.1.3 Blood Alcohol Testing	Strike clinical, add forensic
8.	#22	Section 3: Project Scope 3.1.6 Testimony at Legal and Administrative Proceedings	Strike clinical, add forensic toxicology

An Offeror is required to use this **Non-Material Bid Deviations Template** when submitting any proposed non-material deviations and/or alternates. Offeror's proposed bid deviations must be submitted with its proposal.

# ATTACHMENT 13



Department of  
Civil Service

## Non-Material Bid Deviations RFP entitled "CLINICAL LABORATORY SERVICES"

Offeror Name: Quest Diagnostics Clinical Laboratories, Inc.

Deviation Number	RFP Page #	Section Reference	Proposed Bid Deviation with Detailed Explanation
9.	#24	Section 3.4.2 Section 3.4.3 Appointment Scheduling	Change to language.

An Offeror is required to use this **Non-Material Bid Deviations Template** when submitting any proposed non-material deviations and/or alternates. Offeror's proposed bid deviations must be submitted with its proposal.



**New York State Department of Civil Service**  
**APPENDIX B - STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS**

**1. INTEGRATION**

The contract executed between the Department and the Contractor (or Purchase Order issued by the Department) is hereinafter referred to as the Agreement. The Agreement, including all Exhibits and Appendices, including this Appendix B, copies of which are attached thereto, and incorporated therein by reference, constitutes the entire agreement between the Parties for the purpose of the fulfillment of Program Services or Project Services. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

All statements made by the Department shall be deemed to be representations and not warranties.

**2. EXECUTORY PROVISION**

Section 112 of the State Finance Law requires that any contract made by a State department which exceeds fifty thousand dollars (\$50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The Parties recognize that, if the Agreement is for fifty thousand dollars or more, it is wholly executory until and unless approved by the Comptroller of the State of New York.

**3. CHOICE OF LAW**

The Parties agree that the Agreement shall be interpreted according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. The Contractor shall be required to bring any legal proceeding against the Department arising from the Agreement in New York State courts located in Albany County.

**4. DISPUTE RESOLUTION**

Except as otherwise provided in the Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under the Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the President of the Civil Service Commission (President). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the President shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the President a written appeal. In the event of an appeal, the President shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the President shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of section 7803 of the Civil Practice Law and Rules. Pending final decision of any Article 78 Proceeding hereunder, both Parties shall proceed diligently with the performance of the Agreement in accordance with the President's decision.

**5. WAIVER OF BREACH**

No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Agreement shall constitute a consent to, a waiver of, or excuse for any other, different or subsequent breach.

**6. NEW YORK STATE REQUIREMENTS**

The Contractor acknowledges that it is bound by the terms of Appendix A, Standard Clauses For All New York State Contracts, which is attached and incorporated by reference to the Agreement.

**7. OUTSIDE OF SCOPE**

The Contractor agrees that any and all work performed outside the scope of the Agreement shall be deemed to be gratuitous and not subject to any charge, cost or payment of any kind.

**8. NON-ASSIGNABILITY**

Neither the rights nor the obligations of the Contractor under the Agreement may be conveyed, assigned, delegated, or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of the Department.

**9. NOTIFICATION**

All notices permitted or required by the Agreement to be given by one Party to the other shall be in writing and shall be transmitted either (1) via certified or registered mail, return receipt requested; (2) by facsimile transmission; (3) by personal delivery; (4) by expedited delivery service; or (5) by e-mail.

**10. INDEMNIFICATION**

The Contractor agrees to indemnify, defend and save harmless the Department, the State, its officers, agents and employees, for any claims or losses the Department, the State or any individuals may suffer when such claims or losses result from the claims of any person or organization for any and all injuries or damages caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, consultants and/or sub-contractors in performance of the Agreement. Furthermore, the Contractor agrees to indemnify, defend and save harmless the Department and the State, its officers, agents, and employees from any and all claims or losses caused by the acts or omissions of any and all contractors, sub-contractors, consultants and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the Agreement, and against any loss, damages or actions, including, but not limited to, costs and expenses, for violation of proprietary rights, copyrights, patents, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any material, information or data furnished under the Agreement, or based on any libelous or otherwise unlawful matter contained in such material, information or data, except as otherwise provided in the Article entitled "Patent Copyright or Proprietary Rights Infringement" of this Appendix B.

The Contractor also shall provide indemnification against all losses, and/or cost expenses (including reasonable counsel fees) that may be incurred by reason of the Contractor's breach of any term, provision, covenant, warranty, or representation contained herein and/or in connection with the enforcement of the Agreement or any provision hereof.

The Department does not agree to any indemnification provisions in any documents attached hereto that require the Department or the State of New York to indemnify or save harmless the Contractor or third parties.

Notwithstanding anything to the contrary in the Agreement, neither the Department nor the Contractor shall be liable to the other for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), contract,

warranty, or otherwise, arising out of or relating to either Party's acts or omissions under the Agreement.

#### **11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT**

The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the Department or the State for the infringement of United States patents, copyrights or proprietary rights arising from the Contractor's or the Department's use of any software, equipment, data, materials and/or information of any kind prepared, developed or furnished by the Contractor in connection with performance of the Agreement and, in any such suit, shall satisfy any final judgment for such infringement. The Department shall give the Contractor written notice for such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the State of New York may participate in the defense of any action identified under this Article, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

If, in the Contractor's opinion, any software, equipment, data, materials and/or information prepared, developed or furnished by the Contractor is likely to or does become the subject of a claim of infringement of a United States patent, copyright or proprietary right, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Department's prior written approval, substitute other equally suitable software, equipment, materials, data and/or information. In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any software, equipment, materials and/or information under the Agreement infringes on any patent, copyright, or proprietary right, such action shall be forwarded by the Department to the Contractor for defense and indemnification under this Article and to the Office of the Attorney General of the State of New York together with a copy of the Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the defense and indemnification set forth herein, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York, in writing, and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of the Agreement. The Contractor shall in such event protect the interests of the State of New York and shall take the steps necessary to secure a continuance to permit the State of New York to appear and defend its interest in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses which the State shall have.

#### **12. DATE/TIME WARRANTY**

The Contractor warrants that products furnished pursuant to the Agreement shall be able to accurately process, date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products and/or services must perform as a package or system, this warranty shall apply to the products and/or services as a system.

Where the Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of the Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap

year calculations. The Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of the Agreement through a) ninety (90) days or b) the Contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under the Agreement for breach of warranty.

### 13. VIRUS WARRANTY

Product contains no viruses, either known to the Contractor or which reasonably should have been known to the Contractor exercising due diligence. The Contractor is not responsible for viruses introduced at the Department's site.

### 14. TITLE AND OWNERSHIP WARRANTY

The Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Product(s) transferred to the Department under the Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. The Department may require the Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. The Department's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

### ~~15. [Reserved] USE RESTRICTIONS AND INTELLECTUAL PROPERTY~~

~~The Parties agree that all work by the Contractor for the Department is intended as work for hire. The Parties agree that the Contractor's work is specifically ordered and commissioned for use as contributions to a collective work, or is other such work as specified by section 101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York and the Department. Furthermore, the Department and the Contractor agree that the State of New York and the Department are the owners of all copyrights regarding the work. The Contractor warrants to the State of New York and the Department that the Contractor, and all of its subcontractors and their employees, who have been, or may be used in regard to the Agreement, forfeits all past or future claims of title or ownership to the work produced.~~

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~~15. Materials such as forms and publications used by the Contractor in the course of its performance under the Agreement which have been agreed upon by the Parties as generic materials are specifically excluded from this provision.~~

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### 16. OWNERSHIP/TITLE TO PRODUCT DELIVERABLES

For purposes of this Article, the term "Department" is understood to mean the Department acting on behalf of the State.

#### (A) Definitions

1. Product(s): A deliverable furnished under the Agreement by or through the Contractor, including existing and custom Product(s), including, but not limited to: a) components of the hardware environment; b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); c) third party software; d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and e) any properties embodied therein, whether in tangible or

intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. ~~Existing Product(s):~~ Tangible Product(s) and intangible licensed Product(s) which exist prior to the commencement of work under the Agreement. The Contractor retains the burden of proving that a particular product existed before commencement of the Agreement.
3. ~~Custom Product(s):~~ Product(s), preliminary, final or otherwise, which are created or developed by the Contractor, or its subcontractors, partners, employees, or agents under the Agreement for the benefit of the Department.

**(B) ~~Title to Project Deliverables~~**

The Contractor acknowledges that it is commissioned by the Department to perform services detailed in the Agreement. Unless otherwise specified in writing in the Agreement, the Department shall have no ownership and/or license rights as follows in any deliverables:

**1. ~~Existing Product(s):~~**

a) ~~Hardware—Title and ownership of Existing Hardware Product shall pass to Department upon acceptance.~~

b) ~~Software—Title and ownership to Existing Software Product(s) delivered by the Contractor under the Agreement which is normally commercially distributed on a license basis by the Contractor or other independent software vendor/proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or other independent software vendor/proprietary owner ("ISV"). Effective upon acceptance, such Product shall be licensed to the Department in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor advises the Department as part of the Contractor's bid proposal that adaptation will violate existing agreements or statutes and the Contractor demonstrates such to the Department's satisfaction) and distribute Existing Licensed Product to the Department up to the license capacity stated in the work order with all license rights necessary to fully effect the general business purpose(s) stated in the Agreement and (b) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the ISV's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Department shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.~~

**2. ~~Custom Product(s):~~**

~~Effective upon creation of Custom Product(s), the Contractor hereby conveys, assigns and transfers to State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Product(s) are protected against unauthorized copying, reproduction and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Agreement in the course of the Contractor's business.~~

~~Where payment for Custom Product does not involve Certificates of Participation (COPS) pursuant to Article 5-A of the State Finance Law or other third party financing, the Department may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of State taking exclusive ownership and title to such Products. In such case, the Department shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated herein.~~

~~In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value as determined by the Parties at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the State which complies with the terms of this paragraph.~~

~~3. Documentation, Data & Reports~~

~~The Department shall own title to all documentation, drawings, (e.g., engineering drawings, system diagrams, logic/schematics, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and other documentation prepared or developed pursuant to the Agreement, whether preliminary, final or otherwise. The Contractor shall deliver to the possession of the Department all work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.~~

**17. FORCE MAJEURE**

Neither Party to the Agreement shall be liable or deemed to be in default for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accident, fire, explosions, earthquakes, floods, the elements, acts or omissions of public utilities or strikes, work stoppages, slowdowns or other labor interruptions due to labor/management disputes involving entities other than the Parties to the Agreement, or any other causes not reasonably foreseeable or beyond the control of a Party. The Parties are required to use best efforts to eliminate or minimize the effect of such events during performance of the Agreement and to resume performance of the Agreement upon termination or cessation of such events.

**18. TIME OF THE ESSENCE**

The Department and the Contractor acknowledge and agree that time is of the essence for the Contractor's performance under the Agreement.

**19. RIGHTS AND REMEDIES**

The rights, duties and remedies set forth in the Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

**20. FEDERAL AND STATE COMPLIANCE**

The Contractor shall ensure that its employment practices comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended. Further, the Contractor shall ensure compliance with the Americans With Disabilities Act (42 USC §2101 et. seq.) such that programs and services provided during the course of performance of the Agreement shall be accessible under Title II of the Americans With Disabilities Act and as otherwise applicable under the Americans With Disabilities Act.

**21. TAXES**

It shall be understood that the Department, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated, levied or imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the Department's normal business operations.

**22. INDEPENDENT CONTRACTOR**

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants and/or sub-contractors in the performance of the Agreement shall act in an independent capacity and not as agents, officers or employees of the State or the Department. Neither the Contractor nor any sub-contractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of the Agreement, to maintain at the Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Department with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.

**23. NO THIRD PARTY BENEFICIARIES**

Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

**24. HEADINGS OR CAPTIONS**

The headings or captions contained within the Agreement are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of the Agreement or any provisions thereof.

**25. PARTIAL INVALIDITY**

Each Party agrees that it shall perform its obligations under the Agreement in accordance with all applicable federal and State laws, rules, and regulations, policies and/or guidelines now or hereafter in effect. If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding such term or provision, the Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.

**26. CONFLICT OF INTEREST**

The Contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to sections 73 and 74, as amended, with regard to ethical standards applicable to State employees, and particularly POL sections 73(8)(a)(i) and (ii) regarding post-employment restrictions affecting former State employees. Additionally, the Contractor shall ensure that no violation of these provisions will occur by reason of the Contractor's proposal for or negotiation and execution of the Agreement or in its delivery of services pursuant to the Agreement. If, during the term of the Agreement, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Should the Department thereafter determine that such employment is inconsistent with State law; the Department shall so advise the Contractor in writing, specifying its basis for so determining, and may require that the contractual or

employment relationship be canceled. Failure to comply with these provisions may result in suspension or cancellation of the Agreement and criminal proceedings as may be required by law.

The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

#### **27. AUDIT AUTHORITY**

The Contractor acknowledges that the Department and the Office of the State Comptroller have the authority to conduct financial and performance audits of the Contractor's delivery of Program Services (or Project Services) in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities. Such audit activity may include, but not necessarily be limited to, the review of documentary evidence to determine the accuracy and fairness of all items on the Contractor's submission of claims for payment under the Agreement, and the review of any and all activities relating to the Contractor's performance and administration of the Agreement.

The Contractor shall make available documentary evidence necessary to perform such reviews. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of the Agreement - Standards Clauses for All New York State Contracts.

#### **28. CONFIDENTIALITY**

All records maintained by the Contractor and relating to the Agreement are confidential and shall be used by the Contractor and its officers, employees, and subcontractors or agents solely for the purpose of carrying out its obligations under the Agreement. Except as directed by a court of competent jurisdiction or as may be permitted or required by applicable New York State or federal law or regulations, no such records may be otherwise used or released to any person by the Contractor, its employees, subcontractors or agents, either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of the Agreement.

The Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of services under the Agreement, including any information provided by the Department, except as required by subcontractors or agents solely for the purpose of carrying out obligations under the Agreement or as required by law.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that conforms strictly to the provisions of this Article.

## 29. INFORMATION SECURITY REQUIREMENTS

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law §889-aa, State Technology Law §208), Contractor shall be responsible for complying with provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under the Agreement (Private Information) that is within the control of the Contractor either on the Department's information security systems or the Contractor's information security system (System). In the event of a breach of the security of the System (as defined by ISBNA), Contractor shall immediately commence an investigation, in cooperation with the Department, to determine the scope of the breach and restore security of the System to prevent any further breaches. Contractor shall also notify the Department of any breach of the security of the System ~~immediately in the most expedient time possible and without unreasonable delay~~ following discovery of such breach.

~~Except as otherwise instructed by the Department,~~ Contractor shall, to the fullest extent possible, first consult with and receive authorization from the Department prior to notifying any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC), the State Consumer Protection Board and the Office of the Attorney General (OAG) or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. Contractor shall be responsible for providing the notice to all such required recipients and for all the costs associated with providing such notice. Contractor shall be liable for any other costs associated with noncompliance of ISBNA if caused by the Contractor or Contractor's agents, officers, employees, or subcontractors. Nothing herein shall in any way impair the authority of the OAG to bring an action against the Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violation of the ISBNA. Additional information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach>

Contemporaneous with the execution of the Agreement, the Contractor and its designees shall execute the Department's Third Party Connection and Data Exchange Agreement and any other protocol required by the Department, and shall ensure its employees, agents and designees complete the related Third Party Acceptable Use Policy and Agreement if applicable, to ensure the security of data transmissions and other information related to the administration of the Agreement. This request may be waived by the Department in its sole discretion.

## 30. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access in the course of the Contractor's performance under the Agreement. For purposes of the Agreement, all State information of which the Contractor, its officers, agents, employees and subcontractors becomes aware during the course of performing services for the Department shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- (a) information that is previously rightfully known to the receiving party without restriction on disclosure;
- (b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and information that is independently developed by the Contractor without use of confidential information of the State.

The Contractor shall hold the State and the Department harmless from any loss or damage to the State or the Department resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The Contractor shall provide for its officers, agents, employees, and subcontractors to acknowledge and execute a nondisclosure agreement containing substantially the terms described in this Article, if requested to do so by the Department or the State.

This representation shall survive termination of the Agreement.

### **31. FREEDOM OF INFORMATION LAW**

Disclosure of information and material provided to the Department by the Contractor in the course of the Contractor's performance under the Agreement shall be permitted consistent with the laws of the State of New York, and specifically the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law. The Department shall take reasonable steps to protect from public disclosure any of the records relating to the Contractor's performance under the Agreement that otherwise are exempt from disclosure under FOIL.

If the Contractor believes that any information or material provided to the Department constitutes trade secret information that should be exempted from FOIL disclosure, the Contractor must, at the time of the materials' submission, request the exemption in writing, specifically identifying the material by page number, line, or other appropriate designation, and provide a particularized explanation as to why the material constitutes trade secret information and how the disclosure of the identified information would cause substantial injury to the Contractor's competitive position. The material sought to be protected from disclosure must be clearly marked in yellow highlighter, on a duplicate copy of the submission and may be provided in hardcopy or on a CD. Generically marking all material as "Confidential" will not be considered adequate for the purpose of this Article.

The Department's receipt of the Contractor's submission of material and the Contractor's request for protection of the material from FOIL disclosure does not constitute a determination that the information is exempt from disclosure under FOIL. In the event any information or material is requested pursuant to FOIL, the Department will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

### **32. TERMINATION OF AGREEMENT**

In addition to any termination provisions specified elsewhere in the Agreement, the following provisions also shall apply:

The Agreement may be terminated by mutual written agreement of the Parties.

The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including any exhibits incorporated herein, provided that the Department shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of the Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor

for actual damages incurred and for all reasonable additional costs incurred in reassigning the Agreement.

The Agreement may be terminated if the Department deems that termination would be in the best interest of the State provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery.

The Agreement may be terminated immediately in the event the Department determines that funds are unavailable. The Department agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, the Department shall provide written notice immediately thereafter. The Department shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination or received either orally or in writing by the Contractor from the Department.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

Upon termination of the Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under the Agreement. In addition, each Party shall assist the other Party in orderly termination of the Agreement and the transfer of all aspects hereof, tangible, and intangible, as may be necessary to ensure the orderly administration of the State program.

### **33. CONTRACTOR PERSONNEL**

The Contractor shall designate an Account Executive, who shall be the contact person for all matters arising under the Agreement.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its personnel. These functions shall be carried out by the Contractor in accordance with the provisions of the Agreement and with all applicable federal and State laws and regulations.

The Contractor is required to commit key personnel for the administration of all aspects of the Agreement. In the event that any of the key personnel will be or are unavailable for the performance of their duties, the Contractor will designate and propose to the Department an equally qualified alternate with full authority to act for the unavailable key person.

The Contractor shall notify the Department in writing of any changes in the key personnel designated for performance of the Agreement. This shall include any changes in the personnel designated to bind the Contractor.

The Department reserves the right to demand the reassignment or cancellation of assignment to duties under the Agreement of any Contractor personnel so assigned. The Department shall not exercise the authority unreasonably. The Contractor agrees to replace any employees so reassigned or canceled

with an employee of equal or better qualifications. If the Department exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

#### **34. OPERATIONAL CONTACTS**

The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but not be limited to, the maintenance of an organization capable of delivering Program Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which Program Services are to be delivered pursuant to the Agreement. The Contractor also shall maintain operations, financial and legal staff that shall be directly available to the Department's operations, financial and legal staff, respectively. For purposes of the Agreement, maintenance of such staff and staff availability by the Contractor shall in no way create any agency relationship between the Department and the Contractor.

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under the Agreement is contingent upon Department personnel or the availability of Department resources, with the exception of all proposed actions of the Contractor specifically identified in the Agreement as requiring the Department approval. With respect to such approval, the Department shall act promptly and in good faith.

The Contractor must cooperate fully with any other contractors who may be engaged by the Department relative to the Agreement.

The Contractor must ensure that all contacts by the Contractor personnel with other New York State agencies, external organizations (Federal Agencies, Unions, etc.) which result in any charge, cost or payment of any kind, must receive prior written authorization from the Department's Contract Manager.

#### **35. SUBCONTRACTING**

If allowed in the solicitation instrument (e.g., Request for Proposal, Invitation for Bids, etc.) that results in the Agreement, the Contractor may arrange for specified portion(s) of its responsibilities under the Agreement to be subcontracted to a Key Subcontractor(s). A "Key Subcontractor" means that vendor(s) with whom the Contractor subcontracts to provide any portion of Program Services. With the exception of services related to the collection and transportation of collecting drug test specimens. If the Contractor determines to subcontract a portion(s) of Program Services, the Key Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by the Contractor to the Department. The Contractor retains ultimate responsibility for all Program Services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement including, but not be limited to, the body of the Agreement, Appendix A - Standard Clauses For All New York State Contracts, Appendix B - Standard Clauses for All Department Contracts and if applicable as determined by the Department, Appendix C - Third Party Connection and Data Exchange Agreement. Unless waived in writing by the Department, all subcontracts between the Contractor and a Key Subcontractor shall expressly name the State of New York, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract with a Key Subcontractor, as well as any amendments to said subcontract(s), and this right shall not make the Department or the State of New York a party to any subcontract or create any right, claim, or interest in the Key Subcontractor or proposed Key Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and Key Subcontractor(s) is in compliance with all of the provision of this Article and any subcontract provisions contained in the Agreement. In addition to other remedies allowed by law, the Department reserves the right to terminate the Agreement for cause if an executed subcontract does not contain all of the provisions/statements stipulated above. If during the term of the Agreement, any executed subcontract between the Contractor and a Key Subcontractor is amended, the Contractor shall, within 30 calendar days of such amendment, provide a copy to the Department.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Key Subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

### **36. PUBLICITY AND COMMUNICATIONS**

The Contractor shall ensure that all requests for the Contractor's participation in events where the Contractor will be participating on behalf of the Department receive prior written authorization from the Department.

No public discussion or news releases relating to the Agreement shall be made or authorized by the Contractor or the Contractor's agent without the prior written approval of the Department, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Agreement and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

### **37. CONSULTANT DISCLOSURE REQUIREMENTS**

Unless directed otherwise by the Department, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of the Agreement by submitting to the Department and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15<sup>th</sup> of each year following the end of the State Fiscal Year being reported. Such report shall be required of any contract that includes services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services. Such report shall conform with Bulletin No. G-226 – Form B as issued by the Office of the State Comptroller. The report must be submitted to the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> floor, Albany, NY 12236, ATTN: Consultant Reporting; and to the Department's Contract Manager.

### **38. PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-j AND 139-k**

The Contractor certifies that all information that it has provided or will provide to the Department pursuant to State Finance Law sections 139-j and 139-k is complete, true, and accurate, including but not limited to information regarding prior determinations of non-responsibility within the past four years based upon (i) impermissible contacts of other violations of SFL section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity.

The Department reserves the right to terminate the Agreement in the event it is found that the Contractor's certification of its compliance with SFL sections 139-j or 139-k was intentionally false or intentionally incomplete. The Department may exercise this right to terminate the Agreement by providing written notification to the Contractor in accordance with Article 9 of this Appendix B.

### **39. VENDOR RESPONSIBILITY**

The Contractor is required to provide the DCS with an updated Vendor Responsibility Questionnaire when requested to do so by the DCS throughout the term of the Agreement. Regardless, the Contractor is required to report to the DCS any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when s/he discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner or his/her designee issues a written notice authorizing a resumption of performance under the Contract.

Termination (for Non-Responsibility): Upon written notice to the Contractor, a reasonable opportunity to be heard with the appropriate DCS officials or staff, the Contract may be terminated by the Commissioner or his/her designee to be non-responsible. In such an event, the Commissioner or his/her designee may complete the contractual requirements in any manner s/he may deem advisable and pursue legal or equitable remedies for breach.

### **40. TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES**

In the event the value of the Agreement exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA with the Department and a properly completed Form ST-220-TD with the Department of Taxation & Finance before the Agreement may take effect.

In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if the Agreement's term is renewed; further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

### **41. CONTRACT PAYMENT**

Contractor shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Agreement, the Department and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under the Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

February 2014



# **APPENDIX C**

## **NYS Department of Civil Service**

### **Employee Health Service HIPAA Business Associate Requirements June 2013**

This Appendix sets forth the HIPAA Business Associate requirements incumbent upon the Contractor in its provision of services to and on behalf of the Employee Health Service of the New York State Department of Civil Service (EHS), insofar as the Contractor creates, receives, maintains, transmits, or otherwise accesses, uses, or discloses individually identifiable health information on behalf of the EHS in the course of the Contractor's delivery of services under the Contract.

- I. Definitions. For purposes of this Appendix to the LOA:
  - A. "Business Associate" shall mean the Contractor.
  - B. "Covered Program" shall mean the Department of Civil Service Employee Health Service (EHS).
  - C. Other terms used, but not otherwise defined, in this Appendix shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate.
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the LOA or as required by law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the LOA and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate inconsistent with or in violation of the requirements of the LOA.
  - C. Business Associate agrees to report to the DCS as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by the LOA of which it becomes aware. Business Associate also agrees to report to the

DCS any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  5. Contact procedures for the DCS to ask questions or learn additional information.
- D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- E. Business Associate agrees to provide access, at the request of the DCS, and in the time and manner designated by the DCS, to Protected Health Information in a Designated Record Set, to the DCS in order for the DCS to comply with 45 CFR § 164.524.
- F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the DCS directs in order for the DCS to comply with 45 CFR § 164.526.
- G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the DCS to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to the DCS, in time and manner designated by the DCS, information collected in accordance with the LOA, to permit the DCS to comply with 45 CFR § 164.528.
- H. Business Associate agrees, to the extent the Business Associate is to carry out the DCS' obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to the DCS in the performance of such obligation.
- I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to

the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the DCS available to the DCS, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by the DCS or the Secretary, for purposes of the Secretary determining the DCS' compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

III. Permitted Uses and Disclosures by Business Associate.

- A. Except as otherwise limited in the LOA, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the DCS as specified in the LOA.
- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as required by law.

IV. Term and Termination.

- A. This Appendix shall be effective for the term effective for the LOA, after which time all of the Protected Health Information provided by the DCS to Business Associate, or created or received by Business Associate on behalf of the DCS, shall be destroyed or returned to the DCS; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the terms in this Appendix.
- B. Termination for Cause. Upon the DCS' knowledge of a material breach by Business Associate, the DCS may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate the LOA if Business Associate does not cure the breach and end the violation within the time specified by the DCS. Alternatively, the DCS may immediately terminate the LOA if Business Associate has breached a material term of the LOA and cure is not possible.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (c)(2) below, upon termination of the LOA, for any reason, Business Associate shall return or destroy all Protected Health Information received from the DCS, or created or received by Business Associate on behalf of the DCS. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the DCS notification of

the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and the DCS that return or destruction of Protected Health Information is infeasible, Business Associate shall extend indefinitely the protections of this Appendix to such Protected Health Information and shall limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

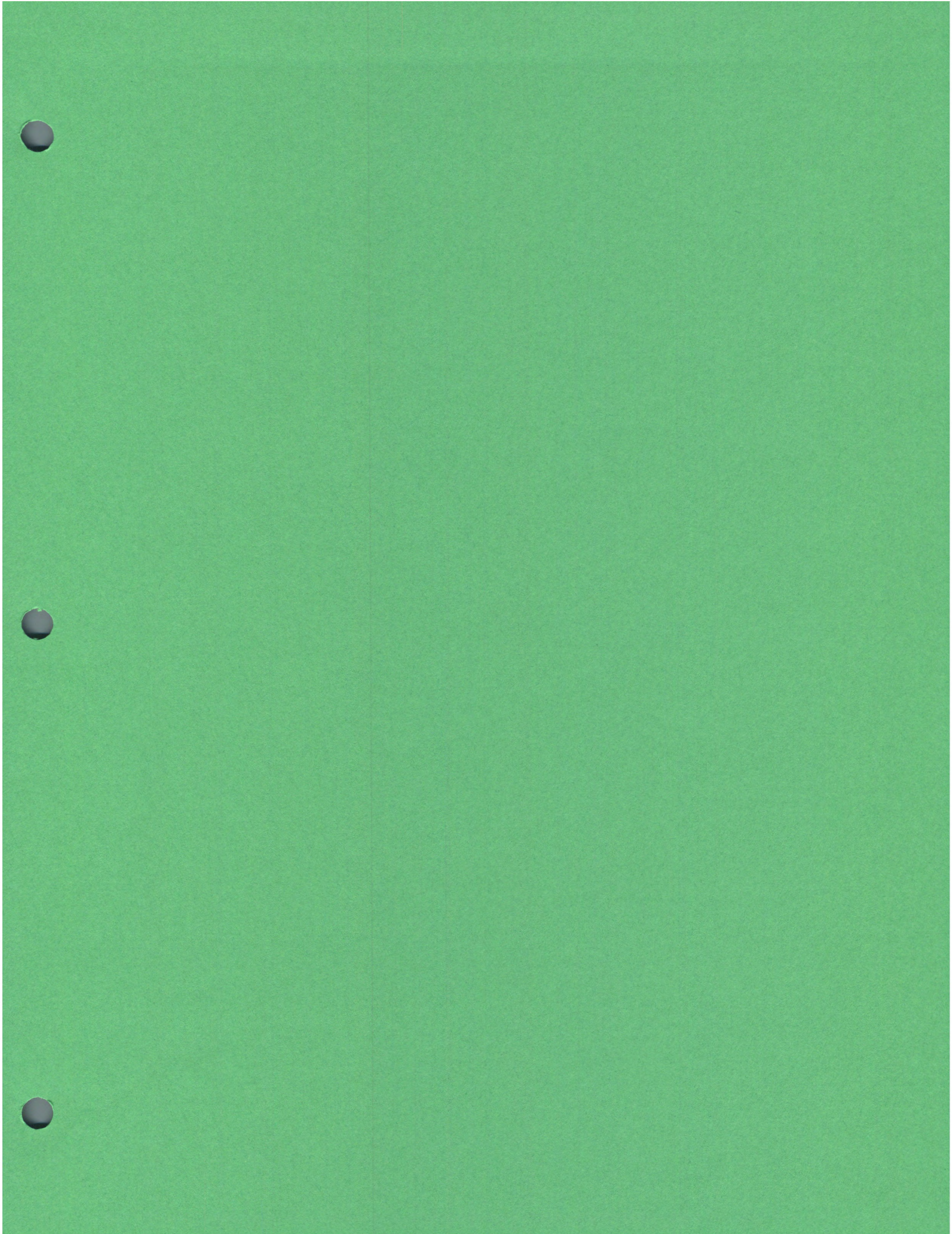
V. Violations.

- A. Any violation of this Appendix may cause irreparable harm to the DCS. Therefore, the DCS may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the DCS harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Appendix. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DCS from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation. However, Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DCS.

VI. Miscellaneous.

- A. Regulatory References. A reference in this Appendix to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and the DCS agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the DCS to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix shall survive the termination of the LOA.
- D. Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits the DCS to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.

HIV/AIDS. If HIV/AIDS information is to be disclosed under the LOA, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.



## **SECTION 3: PROJECT SCOPE**

### **3.1 Project Services**

For purpose of submitting a Proposal, an Offeror must be capable of providing all the following Project Services:

- Clinical and forensic laboratory testing services;
- Phlebotomy and other specimen collection services;
- Specimen courier services; and
- Testimony at legal and/or administrative proceedings.

**[Note:** The use and disclosure of personal health information by the Offeror will be subject to the *Health Insurance Portability and Accountability Act* (HIPAA) Business Associate requirements (Appendix C)].

#### **1. Clinical Laboratory Testing Services**

The Clinical Laboratory Testing Services markers are critical components that will ensure the delivery of quality health services to EHS clients by the Offeror. The Clinical Laboratory Testing Services encompass a full range of laboratory tests that will be provided by the Offeror with the approval of EHS.

As EHS seeks to ensure that state-of-the-art testing is available for its clients, all current test procedures and any new procedures that may be added during the term of Contract must be performed in accordance with accepted medical practices.

Listed below are the tests required for the Chemistry Screen Panel, Hematology Panel, and Complete Urinalysis. These tests may be ordered as singular panels as per the requesting State Agency's need or as grouped laboratory tests (Profile) as shown below. EHS will defer to a State Agency's request regarding the client's examination needs.

Additional tests that must be provided individually, but are not included in the Chemistry Screen Panel, Hematology Panel, or Complete Urinalysis are listed below under the heading "Separate Tests."

Finally, routine drug screening and blood alcohol testing is required as described below.

#### **a. Singular Panels**

##### **i. Chemistry Screen Panel**

The laboratory tests that must be included in the Chemistry Screen Panel are listed below.

Glucose	Sodium	Total Protein
Chloride	BUN	Albumin/Globulin Ratio
BUN/ Creatinine Ratio	Globulin	G-Glutamyl Transpeptidase
Calcium	Direct Bilirubin	LOH
Albumin	Transaminase, SGPT	Carbon Dioxide

Total Bilirubin	Cholesterol	EGFR
Alkaline Phosphatase	Transaminase SGOT	Phosphate
Iron	Potassium	Creatinine
Triglycerides		

ii. Hematology Panel

The Hematology Panel must include cell counts, RBC indices, WBC differential, and a microscopic examination (when indicated) as well as the tests and procedures specified below.

WBC	RBC	HGB
HCT	MCH	MCHC
MCV	Basophils	Monocytes
Neutrophils	Eosinophils	Platelet Count
Lymphocytes		
WBC differential must include both a percent and absolute count for each cell type.		

iii. Complete Urinalysis

The Complete urinalysis panel must include both a dipstick and microscopic examination of the urine as well as the following tests and procedures:

Color	Appearance	pH
Specific Gravity	Ketones	Protein
Glucose	Blood	Bilirubin
Leukocyte Esterase	Nitrite	WBC
RBC	Epithelial Cells	Bacteria
The presence of casts, crystals, yeasts, etc., must be noted in the report.		

b. Grouped Laboratory Tests

i. Profile 1

This profile includes all the tests listed in the Chemistry Screen Panel, Hematology Panel and Complete Urinalysis.

ii. Profile 2

This profile includes all the tests in the Profile 1 plus a lipid analysis (with HDL and LDL at a minimum).

c. Separate Tests

The following tests are not part of any panel or profile. The separate tests are ordered individually as needed:

Zinc Protoporphyrin	HIV-1 Elisa Screen with confirmation
Lead, Blood	VDRL
PSA, Total	B. Burgdorferi AB
Hepatitis B surface AB	HCVAB
Hepatitis B surface AG	Polychlorinated Biphenyls
Hepatitis B core AB	Heavy Metals, Urine
Cholinesterase, Plasma	Hemoglobin A1C
Cholinesterase, RBC	Thyroid Profile

## 2. Routine Drug Screening

The Offeror's clinical-forensic laboratory must be capable of providing both drug screen panels defined below. Both substance abuse panels must include tests with chromatographic-mass spectrometric (e.g. GC-MS, LC-MS/MS) Gas-Chromatography/Mass Spectrometry ("GC/MS") confirmation for the drugs and drug categories listed in each panel. The initial test level and the GS/MS confirmation level must meet the criteria defined for each panel:

### a. Substance Abuse Panel 1

Substance	Initial Test Level	GC/MS Confirmation Level
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/mL
Benzodiazepines	300 ng/ml	200 ng/mL
Buorenorohine	5 ng/ml	2 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/mL
Opiates (Hydrocodone/Hydromorphone)	300 ng/ml	300 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/mL
Methadone	300 ng/ml	200 ng/ml
Methaqualone/Methaqualone	300 ng/ml	200 ng/ml
Opiates/Opiates (Codeine/Morphine)	300 ng/ml	300 ng/mL
Oxycodones (Oxycodone/Oxymorphone)	100 ng/ml	100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/mL

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### b. Substance Abuse Panel 2

Substance	Initial Test Level	GC/MS Confirmation Level
Amphetamines	1000 ng/mL	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml

Buprenorphine	5 ng/mL	2
Cocaine Metabolites	300 ng/ml	150 ng/ml
<u>Opiates</u> ( <u>Hydrocodone/Hydromorphone</u> ) <u>Hydrocodone</u>	300 ng/ml	300 ng/ml
Methadone	300 <del>na</del> ng/ml	200 <del>na</del> ng/ml
MethagQualone	300 ng/ml	200 ng/ml
<u>Opiates</u> ( <u>Codeine/Morphine</u> )	<u>300 ng/ml</u>	<u>300 ng/mL</u>
<u>Oxycodones</u> ( <u>Oxycodone/Oxymorphone</u> )	<u>100 ng/ml</u>	<u>100 ng/ml</u>
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/mL

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Opiates	300 ng/mL	300 ng/mL
Oxycodone	100 ng/mL	100 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL

### 3. Blood Alcohol Testing

The Offerer's clinical-forensic laboratory must be capable of providing blood alcohol testing that includes tests with a GC confirmation test level of 0.01 g/dL.

### 4. Phlebotomy and Other Specimen Collection Services

Drug screening and confirmation specimens that result in positive findings must be retained by the Offerer for one calendar year in the event retesting is necessary.

EHS clinical staff performs all phlebotomy and specimen collection activities when conducting examinations in Cohoes, Hauppauge, Brooklyn, Utica, Syracuse and Buffalo as well as at New York State agency locations. This represents the majority of EHS' laboratory test volume. However, EHS has, on occasion, a need for phlebotomy and other specimen collection activities throughout New York State. EHS clients typically travel to Cohoes or other examination sites from other regions in the State. If a laboratory test must be performed because of one of the following reasons, it is more advantageous to refer the client to a specimen collection site geographically closer to their home rather than having the individual travel back to Cohoes or the original examination site.

- a. Tests must be repeated because the original sample hemolyzed.
- b. Tests must be repeated because abnormal results were obtained with the original sample.
- c. Drug screens and blood alcohol testing need to be conducted or repeated for various reasons.
- d. Client requires testing as a result of blood-borne pathogen exposure.
- e. Client does not require an examination, but only needs a laboratory test (i.e. hepatitis screening or blood lead level).
- f. EHS staff is unable to obtain a specimen from the client (i.e. poor venous access).

The Offerer must make available specimen collection sites at all eight regions (as identified in the chart below) throughout New York State.

Geographic Region	Counties
<b><u>Region 1</u></b> Western New York	<u>Allegany</u> <u>Cattaraugus</u> <u>Chautauqua</u> <u>Erie</u> Genesee <u>Livingston</u> Monroe <u>Niagara</u> Ontario Orleans Seneca <u>Wayne</u> <u>Wyoming</u> Yates
<b><u>Region 2</u></b> Southern Tier	Broome <u>Chemung</u> <u>Chenango</u> Delaware <u>Schuyler</u> Steuben <u>Tioga</u> Tom12kins
<b><u>Region 3</u></b> <b><u>Central New York</u></b>	<u>Cayuga</u> Cortland Fulton Herkimer Madison <u>Montgomery</u> Oneida <u>Onondaga</u> <u>Oswego</u> <u>Otsego</u> Schoharie
<b><u>Region 4</u></b> Capital Region	<u>Albany</u> Columbia Greene Rensselaer <u>Saratoga</u> <u>Schenectady</u> Warren Washington
<b><u>Region 5</u></b> Hudson Valley	Dutchess <u>Orange</u> Putnam Rockland

	Sullivan <u>Ulster</u> Westchester
<b>Region 6</b> NewYorkCiW	<u>Bronx</u> <u>Kings</u> New York Queens Richmond
<b>Region 7</b> Long Island	Nassau Suffolk
<b>Region 8</b> North Count	Clinton <u>Essex</u> Franklin Hamilton Jefferson <u>Lewis</u> St. Lawrence

#### 5. Specimen Courier Services

The Offeror must confirm that specimens collected by EHS shall be picked-up upon request at all eight regions throughout New York State (as identified above). In addition, a chain of custody determination is required when the Offeror transports specimens that were collected by EHS.

#### 6. Testimony at Legal and Administrative Proceedings

- a. The Offeror's medical and/or technical staff may be required to testify at hearings and administrative proceedings. The Offeror must specify in the Financial Section of the Proposal the hourly rate associated with providing such testimony. Failure of the Offeror's medical and/or clinical forensic toxicology staff to testify at required proceedings may result in cancellation of the Contract.
- b. The Offeror and its employees shall not represent nor testify on behalf of any party, other than the State of New York or the Offeror, who is or may be involved in any judicial, arbitration or administrative proceeding to which the State of New York is a party and which may arise out of or are related in any way to Project Services performed under the Contract, except as required by law or as may be expressly authorized by the State of New York in writing.

### 3.2 Operational and Administrative Service Requirements

#### 1. Requisition Forms and Supplies

During the term of the Contract, the Offeror must provide test requisition forms, specimen collection supplies, and specimen preparation and packaging supplies for use by EHS at all its examination sites. Direct delivery of these supplies to examination sites in Cohoes, Hauppauge, Brooklyn, Utica, Syracuse and Buffalo must be provided. The Offeror will

provide the necessary supplies for specimen collection when the collection is performed at the Offerer's own locations, including but not limited to, specimen containers, tubes, tourniquets, needles, sharps and bio-hazard containers.

## 2. Test Results Reporting

Electronic reporting of test results is required. Results reporting for clinical laboratory tests (i.e. Profile 1 and Profile 2), routine drug screening, and blood alcohol testing must be received by EHS within two (2) business days following the collection of the specimen unless there is a problem with the specimen that makes it unable to be analyzed as expected.

If a specimen yields a laboratory result indicating a serious medical abnormality, such as seriously high blood glucose or low potassium levels, the Offerer must telephone this information to the EHS Medical Examination Center in Cohoes within 24 hours.

## 3. Statistical Reports

The Offerer is required to submit to the EHS Administrator quarterly reports stating the total number of each type of test performed. This report is due by May 31st, August 31st, November 30th, and February 28th of each year of the contract, starting on May 31, 2019.

### **3.3 Identification of Individuals**

It is imperative that reasonable steps be taken by the Offerer to accurately identify the candidates presenting themselves for Project Services. The Offerer must not conduct a clinical laboratory test unless one of the following forms of identification is received from the candidate by the Offerer:

1. United States passport;
2. Certificate of United States citizenship;
3. Foreign passport;
4. State-issued driver's license or I.D. card with a photograph or information, including name, sex, date of birth, height, weight, and color of eyes;
5. US military card;
6. US Permanent Resident Card;
7. Application for Status as a Temporary Resident;
8. School identification card with photograph;
9. Voter's registration card;
10. Identification card issued by federal, state, or local government agencies;
11. Military dependent's identification card; or
12. United States Coast Guard Merchant Mariner card.

### **3.4 Appointment Scheduling**

1. All diagnostic testing services will be scheduled with the Offerer by EHS. The Offerer shall not schedule examinations directly for a Customer Agency or client. For the purposes of this RFP, Customer Agency is understood to mean those New York State

departments and agencies to which EHS provides medical examination services mandated or authorized by the Civil Service Law.

2. The Offerer shall make commercially reasonable efforts to schedule and conduct all onsite specimen collections within ten (10)seven-(7) business days from receipt of notification from EHS that a given collection is required. However, an individual may be sent to a collection site for same day blood alcohol and urine drug testing. In addition, preplacement candidates may also appear for unscheduled testing.
3. All appointments shall be scheduled by the Offerer referred by EHS so that adequate time is spent by the Phlebotomist/collector. Appointments can must be scheduled to minimize waiting time for individuals where appointment scheduling is offered through the Quest Diagnostics.com website and existing collection network allows. ~~referred to the Offerer by EHS.~~

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### **3.5 Insurance Requirements**

1. As of the start date of the Contract and throughout its entire term, the Offerer and its Key Subcontractor(s), if any, must have at least the minimum standard policy or policies for workers' compensation and disability benefits that cover the obligations of the Offerer and its Key Subcontractors required under the New York Workers' Compensation Law (WCL).
2. As of the start date of the Contract and throughout its entire term, the Offeror must have in effect, at a minimum, a standard policy of medical professional liability or malpractice insurance affording coverage for the Offeror and each Key Subcontractor, wherein the person(s) insured include any authorized individual of the named insured including all physicians, physician's assistants, nurse practitioners, nurses, or all laboratory employees and other personnel employed on a full-time, part-time, per diem, contract or retainer basis, while acting in the scope of his or her duties, subject to a minimum limit of liability in the amount of \$3,000,000 for each occurrence.
3. Automobile Liability insurance is required anytime the performance of Project Services might involve a vehicle used as part of the service or work provided. Such insurance shall cover liability arising out of any vehicle used in connection with performance under the contract, including owned, leased, hired, and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. As of the start date of the contract and through its entire term, an Offerer awarded a contract must have Business Automobile Liability Insurance in effect, subject to a minimum limit of at least \$2,000,000 per occurrence.

### **3.6 Facility Requirements**

1. The Offeror shall provide facilities where clients will report to provide specimens.
2. The Offeror's facilities that are open to the public must be accessible to disabled individuals in accordance with the Americans with Disabilities Act. Such facilities shall include the following requirements, at a minimum:
  - a. Entrance to building usable by wheel-chaired persons.

b. Toilet usable by disabled persons.

---

c. Doors used by disabled persons must be at least 32" wide.

d. Elevators, if more than the first floor, to be used by disabled persons.

3. All the Offerer's facilities must meet New York State and Federal regulations. All testing equipment must meet all New York State and Federal regulations for certification (including all x-ray and laboratory equipment).
4. The Offerer must ensure that all equipment is maintained in accordance with the requirements of the manufacturer and meets the requirements for such test equipment as required by Federal regulations.

### **3.7 Staffing Requirements**

- In the *Formal Offer Letter* (Attachment 3), the Offerer must designate a single account executive ("Project Manager") accountable to the State and responsible for ensuring that the needs of the State are met. These activities include scheduling clients, coordinating activities with EHS, and resolving contractual or administrative issues, including but not limited to billing and scheduling problems. The Project Manager shall also notify the Department of any actual or anticipated events impacting the delivery of Project Services and present options available to minimize or eliminate the impact of those events on the delivery of services.

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

---

The attached, completed Vendor Responsibility Questionnaire was submitted in the New York State VendRep System, using the following link: <https://portal.osc.state.ny.us>



NY Vendor  
Responsibility For P



New York State Comptroller  
THOMAS P. DINAPOLI



VendRep Vendor

Logout

My Apps ▾

Printed By: Jason Severtson  
Date Printed: Mar 27, 2019

### Vendor Responsibility For-Profit v2 Form

Status: Certified

Note: The content of any attached documents will not print with this page. To view or print an attached document, you must open it separately by clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

### Basic Vendor Data

#### Entity Information

Legal Business Entity Name: QUEST DIAGNOSTICS  
TIN (EIN or SSN): 382084239  
Vendor ID: 1000055872  
Principal Place of Business: PO BOX 740709  
Atlanta, GA 30374  
USA  
Telephone: 800-345-2455  
Fax: 484-676-5464  
Website: www.employersolutions.com  
Email: achremittance@questdiagnostics.com

#### Business Entity Information

Business Type: For-Profit  
Business Activity: Non-Construction

### Authorized Contacts

Name: Jason Severtson  
Title: Vice-President, Employer Solutions  
Telephone: (913)895-2428  
Email: jason.r.severtson@questdiagnostics.com

Address: 10101 Renner Blvd.  
Lenexa, KS 66219  
United States

### I. Legal Business Entity Information

---

1.0 Legal Business Entity type - Check appropriate box and provide additional information:

- ☒ Corporation (including PC)  
☐ Limited Liability Company (LLC or PLLC)  
☐ Limited Liability Partnership  
☐ Limited Partnership  
☐ General Partnership  
☐ Sole Proprietor  
☐ Other

Date of Incorporation

12/09/1975

1.1 Was the Legal Business Entity formed or incorporated in New York State?

- ☐ Yes  
☒ No

Indicate jurisdiction where the Legal Business Entity was formed or incorporated:

- ☒ USA  
☐ Other

State

Delaware

Attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available:

Select method for providing this information:

- ☐ Enter Below  
☒ Attach Document(s)  
☐ Attach Document(s) with Explanation

Uploaded Files

[QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC. - DE - Certificate of Status.pdf](#) 78K

1.2 Is the Legal Business Entity publicly traded?

- ☐ Yes  
☒ No

1.3 Does the Legal Business Entity have a DUNS Number?

- ☒ Yes  
☐ No

Enter DUNS number

05-616-8214

1.4 If the Legal Business Entity's Principal Place of Business is *not* in New York State, does the Legal Business Entity maintain an office in New York State?

Note: Select "N/A" if Principal Place of Business is in New York State

- ☐ Yes  
☒ No  
☐ N/A

- 1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB), or federally certified Disadvantaged Business Enterprise (DBE)?

☐ Yes

☒ No

- 1.6 Identify Officials and Principal Owners, if applicable.

Note: If more than four (4) Officials or Principal Owners need to be listed, select "Attach Document" as the response.

If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Select method for providing this information:

☒ Enter Below

☐ Attach Document(s)

Name

Catherine T. Doherty

Title

President

% of Ownership (Enter 0%, if not applicable)

0

Add another?

☒ Yes

☐ No

Name

Robert A. Klug

Title

Vice-President

% of Ownership (Enter 0%, if not applicable)

0

Add another?

☒ Yes

☐ No

Name

Sandip R. Patel

Title

Vice-President and Treasurer

% of Ownership (Enter 0%, if not applicable)

0

Add another?

☐ Yes

☒ No

Last Modified: Mar 27, 2019  
Modified By: Hayley Tremblay

II. Reporting Entity Information

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2.0

The Reporting Entity for this questionnaire is:

(Note: Select only one)

- ☐ Legal Business Entity
- ☒ Organizational Unit within and operating under the authority of the Legal Business Entity

## Identifying Information

Reporting Entity Name - Note: Be sure Reporting Entity Name is listed on the Vendor Summary Page under Additional Business Entity Identities to allow this name to be searchable. To edit Additional Business Entity Identities information, user must have "Administrator" role.

Name

Employer Solutions

Address of the Primary Place of Business:

Address Line

1201 S. Collegeville Road

City

Collegeville

State

PA

Zip Code

19426

Telephone

610-454-6000

Describe the relationship of the Reporting Entity to the Legal Business Entity:

Select method for providing this information.

- ☒ Enter Below
- ☐ Attach Document(s)

Explain

Reporting entity is a Business Unit of the Legal Business Entity.

Attach an organizational chart:

Uploaded Files

[QDCI Organizational Chart.pdf](#) 9K

Does the Reporting Entity have a DUNS Number?

- ☒ Yes
- ☐ No

Enter DUNS Number:

05-616-8214

Identify the designated manager(s) responsible for the business of the Reporting Entity.

(Note: If more than two (2) designated managers need to be listed, select "Attach Document" as the response.)

Select method for providing this information

- ☒ Enter Below
- ☐ Attach Document(s)

Name

Jason Severtson

Title

Vice President, Employer Solutions

Add another?

- ☒ Yes
- ☐ No

Name

Catherine Doherty

Title

President, Employer Solutions

Last Modified: Feb 22, 2019  
Modified By: Hayley Tremblay

**III. Leadership Integrity**

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Within the past five (5) years, has any current or former Reporting Entity Official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Reporting entity with any government entity been:

3.0 Sanctioned relative to any business or professional permit and/or license?

- ☐ Yes  
☒ No  
☐ Other

3.1 Suspended, debarred or disqualified from any government contracting process?

- ☐ Yes  
☒ No  
☐ Other

3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?

- ☐ Yes  
☒ No  
☐ Other

3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- a. Any business-related activity; or  
b. Any crime, whether or not business-related, the underlying conduct of which is related to truthfulness?

- ☐ Yes  
☒ No  
☐ Other

Last Modified: Feb 22, 2019  
Modified By: Hayley Tremblay

**IV. Integrity - Contract Bidding**

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Within the past five (5) years, has the Reporting Entity:

- 4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?

☐ Yes

☒ No

- 4.1 Been subject to a denial or revocation of a government proqualification?

☐ Yes

☒ No

- 4.2 Been denied a contract award or had a bid rejected based on a non-responsibility finding by a government entity?

☐ Yes

☒ No

- 4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?

☐ Yes

☒ No

- 4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

☐ Yes

☒ No

- 4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?

☐ Yes

☒ No

Last Modified: Feb 22, 2019  
Modified By: Hayley Tremblay

**V. Integrity - Contract Award**

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Within the past five (5) years, has the Reporting Entity:

5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?

- ☐ Yes  
☒ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?

- ☐ Yes  
☒ No

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

- ☐ Yes  
☒ No

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Modified By: Hayley Tremblay

**VI. Certification/Licenses**

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Within the past five (5) years, has the Reporting Entity:

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?

☐ Yes

☒ No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change ownership?

☐ Yes

☒ No

Last Modified: Feb 22, 2019

Modified By: Hayley Tremblay

**VII. Legal Proceedings**

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Within the past five (5) years, has the Reporting Entity:

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?

- ☐ Yes  
☒ No

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?

- ☐ Yes  
☒ No

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?

- ☐ Yes  
☒ No

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?

- ☐ Yes  
☒ No

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?

- ☐ Yes  
☒ No

7.5 Other than the previously disclosed:

- a. Been subject to fines or penalties imposed by government entities which in the aggregate total \$25,000 or more; or  
b. Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?

- ☐ Yes  
☒ No

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**VIII. Financial and Organizational Capacity**

---

- 8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?
- ☐ Yes
- ☒ No
- 8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?
- ☐ Yes
- ☒ No
- 8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity which remain undischarged?
- ☐ Yes
- ☒ No
- 8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?
- ☐ Yes
- ☒ No
- 8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?
- ☐ Yes
- ☒ No
- 8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?
- ☐ Yes
- ☒ No
- 8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?
- ☐ Yes
- ☒ No

Last Modified: Feb 22, 2019  
Modified By: Hayley Tremblay

**IX. Associated Entities**

This section pertains to any entity(ies) that either controls or is controlled by the Reporting Entity.

(See definition of "Associated Entity" for additional information to complete this section.)

**9.0 Does the Reporting Entity have any Associated Entities?**

Note: The response must be "Yes," if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

☒ Yes

☐ No

Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- Any business-related activity; or
- Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

☐ Yes

☒ No

Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes

☒ No

Within the past five (5) years, has any Associated Entity been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes

☒ No

Within the past five (5) years, has any Associated Entity been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes

☒ No

Within the past five (5) years, has any Associated Entity been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes

☒ No

Within the past five (5) years, has any Associated Entity been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☒ Yes

☐ No

Provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Select method for providing this information:

☒ Enter Below

☐ Attach Document(s)

☐ Attach Document(s) with Explanation

Explain

Details concerning any litigation are considered confidential and remain subject to the attorney-client privilege and attorney work product privilege as to non-disclosure. Quest Diagnostics believes that there are no pending litigation matters which would be materially adverse to Quest Diagnostics' ability to fully perform its obligations as proposed herein. Certain litigation may be described in Quest Diagnostics' Annual Report.

Within the past five (5) years, has any Associated Entity been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes

☒ No

Within the past five (5) years, has any Associated Entity been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes

☒ No

Within the past five (5) years, has any Associated Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes

☒ No

Modified By: Hayley Tremblay

**X. Freedom of Information Law (FOIL)**

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10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

☐ Yes

☒ No

Last Modified: Feb 22, 2019  
Modified By: Hayley Tremblay

## Certification

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The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Legal Business Name: QUEST DIAGNOSTICS  
Certifier's Name: Jason Severtson  
Certifier's Title: Vice-President, Employer Solutions  
Certification Date: Mar 27, 2019

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## NEW YORK STATE TAX LAW FORMS

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**Please see attached completed Contractor Certification to Covered Agency ST-220-CA.**



NY Department of  
Civil Service Form ST

**Please note that the contractor previously filed Form ST-220-TD in connection with C000619; however, information has changed since that time.**

**A new Form ST-220-TD has not yet been filed with the Department of Taxation and Finance in connection with the pending contract. It has been completed and attached here.**

**Please see attached completed Contractor Certification ST-220-TD.**



Ny Department of  
Civil Service Form ST



New York State Department of Taxation and Finance

**Contractor Certification to Covered Agency****ST-220-CA**

(12/11)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name <b>Quest Diagnostics Clinical Laboratories, Inc.</b>				For covered agency use only Contract number or description
Contractor's principal place of business <b>1201 South Collegeville Road</b>		City <b>Collegeville</b>	State <b>PA</b>	
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN) <b>38-2084239</b>		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number <b>913 577-1428</b>		Covered agency name <b>New York State Department of Civil Service</b>		
Covered agency address <b>55 Mohawk Street Cohoes, New York 12047</b>				Covered agency telephone number <b>518 473-2726</b>

I, Jason Severtson, hereby affirm, under penalty of perjury, that I am VP, Employer Solutions  
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
 (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 25<sup>th</sup> day of March, 20 19

[Redacted Signature]

(sign before a notary public)

Vice President  
 (title)

**Instructions****General information**

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

**When to complete this form**

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF KANSAS }

:

SS.:

COUNTY OF JOHNSON

On the 35 day of MARCH in the year 2019, before me personally appeared JASON SEVERTSON, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 10101 RENNER BLVD,

Town of LENEXIA,

County of JOHNSON,

State of KANSAS; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): he is the Vice President, Employer Solutions of Quest Diagnostics, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. \_\_\_\_\_

SUSAN BLAIR  
Notary Public-State of Kansas  
My Appt. Expires 1-18-2023

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.





Department of Taxation and Finance

**Contractor Certification**(Pursuant to Tax Law Section 5-a, as amended,  
effective April 26, 2006)**ST-220-TD**

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name Quest Diagnostics Clinical Laboratories, Inc.			
Contractor's principal place of business 1201 South Collegeville Road	City Collegeville	State PA	ZIP code 19426
Contractor's mailing address (if different than above)	City	State	ZIP code
Contractor's federal employer identification number (EIN) 38-2084239	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ( 913 ) 577-1428
Covered agency or state agency New York State Department of Civil Service	Contract number or description		Covered agency telephone number ( 518 ) 473-2726
Covered agency address 55 Mohawk Street	City Cohoes	State NY	ZIP code 12047
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>			

**General Information**

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0826

**Privacy notification**

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

**Need help?**Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance**

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, Jason Severtson, hereby affirm, under penalty of perjury, that I am Vice President  
(name) (title)  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

**Section 1 – Contractor registration status**

- ☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 – Affiliate registration status**

- ☐ The contractor does not have any affiliates.
- ☒ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 – Subcontractor registration status**

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 25th day of March, 20 19

(sign before a notary public)

Vice President, Employer Solutions  
(title)

# **Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress
	All Quest Diagnostics				
	financials can be				
	reviewed using the				
	address below to				
	the Quest Diagnostics				
	Investor Relations page				
	ir.questdiagnostics.com				

Column A – Enter C in column A if the contractor, A if an affiliate of the contractor, or S if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF KANSAS

SS.:

COUNTY OF JOHNSON

On the 25 day of MARCH in the year 2019, before me personally appeared JASON SEVERTSON, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 10101 RENNER BLVD, Town of LENEXA, County of JOHNSON, State of KANSAS; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): he is the Vice President, Employer Solutions of Quest Diagnostics, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): he is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. \_\_\_\_\_

SUSAN BLAIR  
Notary Public-State of Kansas  
My Appt. Expires 1-18-2022

# INSURANCE REQUIREMENTS

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Please see the attached Quest Diagnostics 2019 Certificate of Liability Insurance.



2019 Certificate of  
Liability.pdf



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2018

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 have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION 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).

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 Attn: NewYork.Certs@marsh.com	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN101730110-GL-PL-18-19	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Prop. Casualty Co. Of America <b>INSURER B:</b> The Travelers Indemnity Company <b>INSURER C:</b> Illinois Union Insurance Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> QUEST DIAGNOSTICS INCORPORATED AND ITS WHOLLY OWNED SUBSIDIARIES 500 PLAZA DRIVE SECAUCUS, NJ 07094	<b>NAIC #</b> 25674 25658 27960

**COVERAGES** **CERTIFICATE NUMBER:** NYC-010182483-53 **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.

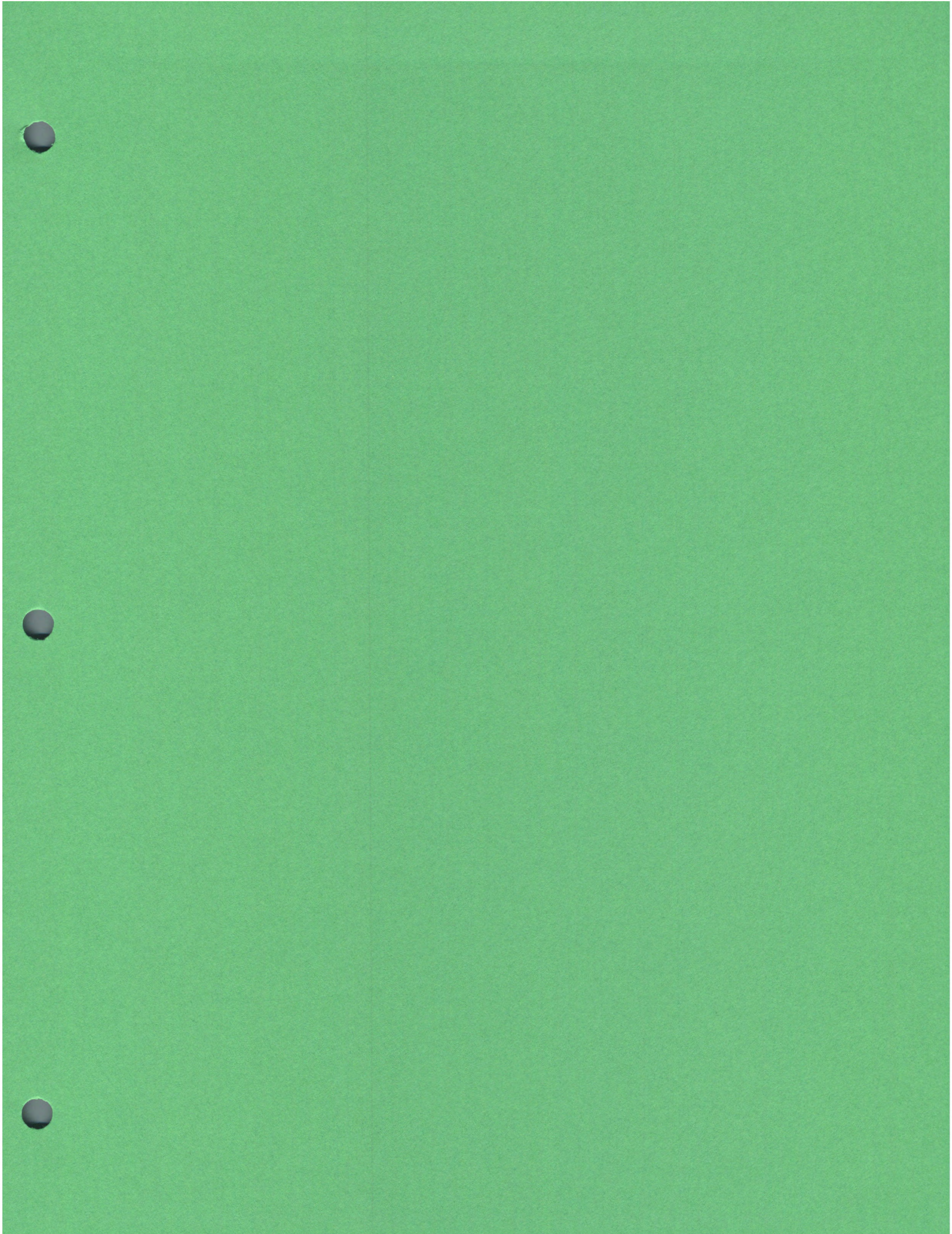
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE					
	OCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY					
	PRO-JECT					
	LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY		TC2J-CAP-266T3603-TIL-18	12/31/2018	12/31/2019	
X	ANY AUTO					
	OWNED AUTOS ONLY					
	HIRED AUTOS ONLY					
	SCHEDULED AUTOS					
	NON-OWNED AUTOS ONLY					
C	UMBRELLA LIAB		XFL G21820611 011	12/31/2018	12/31/2019	
X	EXCESS LIAB					
	OCUR					
	CLAIMS-MADE					
	DED					
	RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC2JUB-266T3523 (AOS)	12/31/2018	12/31/2019	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		TRKUB-266T3535 (AZ MA WI)	12/31/2018	12/31/2019	
	If yes, describe under DESCRIPTION OF OPERATIONS below					
	PROFESSIONAL LIABILITY					
	CLAIMS MADE					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EVIDENCE ONLY.

## CERTIFICATE HOLDER

QUEST DIAGNOSTICS INCORPORATED 500 PLAZA DRIVE SECAUCUS, NJ 07094	<b>CANCELLATION</b>  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 of Marsh USA Inc. Marla Nicholson
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Quest Diagnostics

**Employer Solutions** prides itself on being there through thick and thin. At every turn, **we're there** to ensure that your program runs smoothly.

**We're there** with convenient services and an extensive network to save you time and money.

**We're there** when you need answers or advice.

Simply put, **we're there** when you need us. Your success is our success.

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*we're there*