

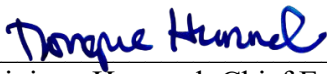
JOINDER AGREEMENT
BETWEEN WASHOE COUNTY, NEVADA AND AVERTEST, LLC
FOR DRUG AND ALCOHOL TESTING SERVICES

Nevada Revised Statute (NRS) 332.195 permits an agency to enter a contract with a vendor pursuant to a solicitation conducted by another governmental entity. Therefore **Avertest LLC (dba Averhealth)** hereby authorizes Washoe County and its Departments to join and use the existing contract between **Avertest, LLC** and **Second Judicial District Court, Washoe County, Nevada**, which is attached as Exhibit A and is titled **Second Judicial Court Drug and Alcohol Testing Services 3276-25**. Washoe County will use the contract until the termination date stated in the agreement **September 30, 2028**. As part of this authorization, **Avertest, LLC**, agrees to comply with all applicable laws and code of Washoe County, laws of the State of Nevada, and federal law for the duration of this authorized Joinder Agreement.

AUTHORITY. Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal Joinder Agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this Joinder Agreement to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Joinder Agreement shall be the latest date provided in the signatures below.

Avertest, LLC

By 
Dominique Hummel, Chief Executive Officer

Date 10/15/2025

Washoe County
Purchasing Division

By **Mark Stewart** Digitally signed by Mark Stewart
Date: 2025.10.15 10:03:28 -07'00'
Mark Stewart, Purchasing and Contracts Manager

Date _____



AGREEMENT BETWEEN SECOND JUDICIAL DISTRICT COURT, WASHOE COUNTY, NEVADA AND AVERTEST, LLC dba AVERHEALTH

This Agreement, effective as of this 1st day of October 2025 and entered into by **Second Judicial District Court, Washoe County, Nevada** (hereinafter referred to as “the Agency”) and **Avertest, LLC dba Averhealth** (hereinafter referred to as “Provider”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to provide drug and alcohol testing services following the award of **RFP Number 3276-25**. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- 1.02 The Agreement, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this Agreement.
- 1.03 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Agency and Provider with respect to the subject matter hereof. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the Agency and Provider.

SECTION II. ROLES AND RESPONSIBILITIES

- 2.01 The Agency shall refer clients for comprehensive drug testing services by entering relevant client information into Aversys.
- 2.02 Provider shall provide services as specified in Attachment A, “Scope of Services”, attached hereto and incorporated by reference into this Agreement.

SECTION III. TERM

- 3.01 This Agreement is for a three (3) year period from October 1, 2025 through September 30, 2028 with the option to renew for two (2) additional, one (1) year periods unless a party notifies the other in writing of its intention to not renew this Agreement, at least ninety (90) days prior to the expiration of said term.
- 3.02 In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this Agreement shall remain in effect, but and in no case shall either party terminate this



Agreement until at least sixty (60) day following the meeting. Either party may terminate the agreement sixty (60) days after the meeting without cause. Notice must provide at least sixty (60) day notice of termination. Outstanding fees shall be paid in the event of termination.

- 3.03 This Agreement is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. Pursuant to NRS 344.626, in the event that such funding is not received or appropriated, the obligations of the Agency under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to the other party.

SECTION IV. COMPENSATION

- 4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, “Service Fees”, attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this Agreement.

4.01.1 Provider pricing tiers shall remain fixed for the initial two years of service (10/1/20259/30/2027). Commencing in the third year of service (10/1/2027), the Agency standard panel(s) will incur an annual increase of three percent (3%).

4.01.2 Provider and Agency have agreed on volume-based tiered pricing, Agency acknowledges sample costs may vary monthly. Provider shall adjust sample cost based on the total number of collected samples within each calendar month.

- 4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this Agreement are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

SECTION V. GENERAL PROVISIONS

- 5.01 **Independent Provider.** The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers’ compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this Agreement by the Provider or Provider’s employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.

- 5.02 **Necessary Documentation.** Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will



maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement.

5.03 **Confidentiality.**

5.03.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under NRS chapter 239. Provider understands that the information provided to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this Agreement is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.

5.03.3 Provider acknowledges that : (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Agency that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R Parts 160 and 164.



- 5.03.4 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section 5.03.1(d), above.
- 5.04 **Records; Audit.** Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Provider shall make such materials available, at its offices at all reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.
- 5.05 **Insurance.** Provider agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 and \$1,000,000/personal injury and a professional liability insurance in the minimum amount of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees; the Agency; and the officers, agents, and employees of the Agency from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Agency as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with the Agency within thirty (30) days of this Agreement.
- 5.06 **Indemnification.** Provider agrees to indemnify, defend, and hold harmless the Agency, and its directors, officers, agents, officials, representatives, and employees from and against any and all demands, claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Agency.
- 5.07 **Non-discrimination.** Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 5.08 **Conflict of Interest.** Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Agency.
- 5.09 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural



disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.10 **Applicable Laws; Forum.**

5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Agency and Provider to determine whether the provisions of the Agreement require formal modification.

5.10.2 This Agreement shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this Agreement shall be in the federal court where the Agency is located. In the event of a dispute, parties are responsible for their own attorney's fees and costs.

5.11 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by an Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.12 **Successors and Assigns.** Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Agency; provided, however, the Provider may freely assign this Agreement to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.

5.13 **Authority to Bind Provider.** Notwithstanding anything in this Agreement to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this Agreement fully binding upon Provider when his/her signature is affixed and accepted by the Agency.

5.14 **Debarment and Suspension**

5.14.1 Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program



by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.

5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.

5.15 **Compliance With E-Verify Program.** Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program (“Program”). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.

5.16 **Signature.** Signatures may be executed in counterparts and by facsimile or electronic form.

5.17 **Survival.** Notwithstanding any other provision of this Agreement, the provisions of paragraph 5.04 “Records” of this Agreement” shall survive the expiration, cancellation or termination of this Agreement.

5.18 **Mutual Drafting.** The Agency and Provider agree that this Agreement has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

5.19 **Cooperative Purchasing.** Any Washoe County Department may ride this agreement and benefit from the agreed-upon tiered pricing as a Participating Agency. Any other Participating Agency shall be solely responsible for entering into its own agreement with the Provider, including issuing purchase orders, defining services, and making payments. Where a Participating Agency elects to purchase the same or substantially similar services as provided under this Agreement, the tiered pricing in this Agreement shall apply. If a Participating Agency requests different services, pricing shall be separately negotiated between the Provider and the Participating Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed on the next page.



**Second Judicial District Court Washoe County,
NV**

By: Alicia Lerud

Alicia Lerud

Court Administrator/Clerk of Court

Date: _____
September 10, 2025

Better outcomes.

Avertest, LLC dba Averhealth

By: Dominique Delagnes Hummel

Dominique Delagnes Hummel

Chief Executive Officer

Date: _____
September 11, 2025

Better communities.

2400 Old Brick Rd. Ste 142 Glen Allen, VA 23060 | averhealth.com



ATTACHMENT A – SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide the Agency with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Agency to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each client;
 - c. Order unscheduled tests for an individual client;
 - d. Enter excused test periods for an individual client;
 - e. Inactivate or activate clients;
 - f. Track and review client test history;
 - g. Enter specific client co-pay amounts;
 - h. Designate vouchers for specific clients; and
 - i. Track applicable client payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each client;
- b. Provides a consolidated summary of all activity related to each client;
- c. Illustrates if a client is scheduled to test;
- d. Shows if a client has called the client notification system or not; and
- e. Provides a summary of recent positives, no shows, and other non-negative test results.

The Provider shall work with Agency and applicable case management software provider(s) to implement a software integration. This includes providing available technical documentation, facilitating access to necessary interfaces or APIs, and participating in coordination efforts to enable data sharing or system interoperability, as appropriate. Integration efforts will be guided by mutual agreement, technical feasibility, and applicable data security and privacy standards.

2. **Automated Random Selection Calendar:** Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Agency specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule clients on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual clients via the IMS.
3. **Client Notification:** Provider will provide, support, and maintain a client notification system that notifies clients of the need to test. The client notification system must:
 - a. Operate the notification line daily from 4am-7pm;
 - b. Create a unique personal identification number (PIN) for each client;
 - c. Record time, date and phone number of when clients call;
 - d. At a minimum provide English and Spanish language options;
 - e. Calculate a call-in compliance score for each client;
 - f. Report if a client fails to contact the notification system;



- g. Allow the supervising case manager to post custom text-to-speech messages for an individual client or group of clients;
 - h. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - i. Provide participants with text message and mobile application (when functionality is available) options over a call-in option.
4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Agency. Specimens will be shipped to the laboratory daily, Monday-Friday excluding federal holidays.
5. **Specimen Collections:** The Provider shall conduct same-sex, directly observed urine collections and will also provide oral fluid and hair collection options. The Provider shall:
- a. Maintain and operate a Patient Care Center (PCC) for specimen collections.
 - b. Operate the PCC each day for 13 hours with a 1-hour closure to ensure labor law compliance.
 - a. Monday – Friday: 6am – 2pm, 3pm - 7pm
 - b. Weekends/Holidays: 7am – 2, 3pm – 7pm
 - c. The PCC will operate per the following holiday schedule:
 - a. Closed: Christmas Day, MLK, Presidents Day, Juneteenth, Veterans Day, and Nevada Day
 - b. Open: New Year's Day, Independence Day, Labor Day, and Memorial Day.
 - c. Open alternating Thanksgiving and the day after Thanksgiving each year.
 - d. The PCCs will be closed if random testing is not scheduled.
 - e. Staff the PCCs with personnel who are vetted via a criminal background check and drug test, trained on how to collect various specimens, and provide instruction regarding the confidentiality of alcohol and drug testing information;
 - f. Provide an incident report if a patient attempts to use a device, adulterate a sample, or substitute a sample;
 - g. Conduct brief orientation sessions when each new patient reports for an initial test and on an as-needed basis. The orientation sessions will provide patients with the necessary information regarding the alcohol and drug testing process. For select patients, the orientation may include the explanation and execution of an Agency-approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over-the-counter medications for common symptoms;
 - h. If applicable, collect patient payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee (\$0.50/swipe). Personal checks will not be accepted.
 - i. Conduct best practice collection procedures as outlined below:
 - a. Urine
 - i. Collector and client enter a private collection room.
 - ii. Collector asks the client to verbally verify their identity and reconciles it with the information on the labeled vial.
 - iii. Collector then shows client the specimen vial to verify that it contains the client's name and PIN.
 - iv. Patient is to bring lower clothing down to mid-thigh and raise upper clothing to the navel so that the collector can see the urine leave the body and go into the collection cup.
 - v. The collector instructs the client to start urinating and then stop.



- vi. The collector hands the sample cup to the client, who keeps it in the collector's line of sight. A larger collection cup is used for female clients.
- vii. Collector instructs the client to re-start urinating and to provide at least 30 ml of urine.
- viii. Collector directly observes the urine flowing from the client's urethra into the sample cup.
 - ix. Client stops urinating and hands the sample cup to the collector. If the collection cup is used, collector transfers specimen from collection cup to the sample cup in the client's line of sight.
 - x. Collector seals the sample in the client's line of sight. xi. Collector places tamper-evident tape across the sample lid and down two sides of the sample in the client's line of sight.
 - xii. Collector initials and then client initials the tamper tape on sample. xiii. Collector ensures client privacy and Collector exits the collection room.
- xiv. Collector places sample in a secure area to await transportation to laboratory. b.

Oral Fluid

- i. Collector asks client to verify their identity and collector verifies it matches the specimen label.
- ii. Collector then shows client the label and asks client to verify that it is the client's name and PIN.
- iii. Collector obtains unopened collection kit. iv. Collector confirms that client has not had any food or drink in last 10 minutes.
- v. Collector opens the package and removes to collection device. vi. Collector places collection device under the client's tongue and instructs them not to chew on the device and to close their mouth.
- vii. Collector remains with client until the applicator turns blue or 10 minutes has passed.
- viii. The collector removes device from the client's mouth. ix. Collector holds transport vial in upright position, uncaps, and inserts the device into the vial, and replaces the cap firmly.
 - x. Collector places a tamper seal on top of the vial and presses down on both sides of the vial. xi. Collector initials the sample and hands the sample back to the Client. xii. Client initials the seal on the sample and gives it back to the collector.
- xiii. The collector places the sample in a secure location for shipping.

c. Instant Testing Device

- i. Collector selects unopened instant testing device.
- ii. If applicable, Collector reviews and follows manufacturer's procedure card.
- iii. Collector performs directly observed collection as outlined above where the client voids directly into the instant testing device.
- iv. The collector waits for the required time frame and reads the results of the cup.
- v. Collector then navigates to Aversys and enters the results indicated on the cup
- vi. If negative, the sample is immediately discarded.
- vii. If presumptive positive and a confirmation is required, Collector will check the appropriate box next to the positive assay in Aversys and a new label will be generated.
- viii. The new label is affixed to the instant test device and places a tamper tape over the top and down the sides of the device.
- ix. Client initials and dates the seal on the sample and gives it back to the collector.
- x. Collector places sample in secure staging area for shipment to the lab is needed.

6. Laboratory Testing: The Provider shall:



- a. Operate a laboratory that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
- b. Conduct a laboratory immunoassay screen on all samples;
- c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
- d. Report immunoassay test results for urine and oral fluid on the next business day from shipping and confirmation tests by GC/MS or LC-MS/MS on average of 3 business days. Test results for hair specimens shall be reported within five business days;
- e. Conduct confirmation via GC/MS or LC-MS/MS as requested by the Agency;
- f. Retain negative specimens for five (5) business days;
- g. Store positive immunoassay samples in a secure, frozen store for thirty (30) days and positive confirmed specimens by GC/MS or LC-MS/MS for 365 days;
- h. Test assays at the cut-off levels listed in Table 1 below
- i. Conduct specimen validity testing via creatinine testing on all laboratory samples.

TABLE 1 - SPECIMEN ASSAY CUTOFFS

Name	Type	Screen Cut-off	Confirmation Cut-off
Creatinine	Urine	20 mg/dL	N/A
Amphetamines	Urine	1000 ng/mL or 500 ng/mL	100 ng/mL
<i>MDA</i>	Urine		50 ng/mL
<i>MDEA</i>	Urine		50 ng/mL
<i>MDMA</i>	Urine		50 ng/mL
<i>Amphetamine</i>	Urine		100 ng/mL
<i>Methamphetamine</i>	Urine		100 ng/mL
<i>Phentermine</i>	Urine		50 ng/mL
Cannabinoids	Urine	20 ng/mL or 50 ng/mL	N/A
<i>Delta-9 Carboxy-THC</i>	Urine		5 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	N/A
<i>Benzoyllecgonine</i>	Urine		50 ng/mL
Opiates	Urine	300 ng/mL or 2000 ng/mL	N/A
<i>Codeine</i>	Urine		50 ng/mL
<i>Hydrocodone</i>	Urine		50 ng/mL
<i>Hydromorphone</i>	Urine		50 ng/mL
<i>Morphine</i>	Urine		50 ng/mL
<i>Oxycodone</i>	Urine		50 ng/mL
<i>Oxymorphone</i>	Urine		50 ng/mL
<i>Heroin metabolite (6-MAM)</i>	Urine	10 ng/mL	5 ng/mL



PCP	Urine	25 ng/mL	12.5 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
<i>Butabarbital</i>	Urine		100 ng/mL
<i>Pentobarbital</i>	Urine		100 ng/mL
<i>Butalbital</i>	Urine		100 ng/mL
<i>Phenobarbital</i>	Urine		100 ng/mL
<i>Secobarbital</i>	Urine		100 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
<i>Alprazolam</i>	Urine		50 ng/mL
<i>Diazepam</i>	Urine		50 ng/mL
<i>Hydroxyalprazolam</i>	Urine		50 ng/mL
<i>Lorazepam</i>	Urine		50 ng/mL
<i>Nordiazepam</i>	Urine		50 ng/mL
<i>Oxazepam</i>	Urine		50 ng/mL
<i>7-Aminoclonazepam</i>	Urine		50 ng/mL
<i>Temazepam</i>	Urine		50 ng/mL
Buprenorphine	Urine	5 ng/mL	5 ng/mL
<i>Norbuprenorphine</i>	Urine		50 ng/mL
Cotinine	Urine	500 ng/mL	N/A
Dextromethorphan	Urine	N/A	10 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
EtG	Urine	500 ng/mL or 300 ng/mL	300 ng/mL
<i>EtS</i>	Urine		100 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
<i>Norfentanyl</i>	Urine		1 ng/mL
<i>Acetyl Fentanyl</i>	Urine		1 ng/mL
<i>beta-Hydroxy Fentanyl</i>	Urine		1 ng/mL
<i>Carfentanil</i>	Urine		1 ng/mL
<i>Methoxyacetyl Fentanyl</i>	Urine		1 ng/mL
<i>Ortho-methyl Fentanyl</i>	Urine		1 ng/mL
<i>Thienyl Fentanyl</i>	Urine		1 ng/mL
Gabapentin	Urine	1500 ng/mL	100 ng/mL
Ketamine	Urine	100 ng/mL	50 ng/mL
Kratom	Urine	50 ng/mL	N/A



<i>Mitragynine</i>	Urine		5 ng/mL
LSD	Urine	0.5 ng/mL	N/A
Meperidine	Urine	200 ng/mL	N/A
<i>Meperidine</i>	Urine		50 ng/mL
<i>Normeperidine</i>	Urine		50 ng/mL
Methamphetamine	Urine	500 ng/mL	100 ng/mL
Methadone	Urine	300 ng/mL	25 ng/mL
<i>EDDP</i>	Urine		25 ng/mL
Methaqualone	Urine	300 ng/mL	N/A
Methylphenidate	Urine	N/A	5 ng/mL
<i>Ritalinic Acid</i>	Urine		25 ng/mL
Naloxone	Urine	N/A	50 ng/mL

Naltrexone	Urine	N/A	50 ng/mL
Pregabalin	Urine	N/A	25 ng/mL
Propoxyphene	Urine	300 ng/mL	25 ng/mL
SOMA	Urine	100 ng/mL	N/A
<i>Carisoprodol</i>	Urine		50 ng/mL
<i>Meprobamate</i>	Urine		50 ng/mL
Synthetic Stimulants & Cannabinoids	Urine	N/A	N/A
<i>4-chloro alpha-PVP</i>	Urine		10 ng/mL
<i>Dibutylone</i>	Urine		10 ng/mL
<i>Ethylone</i>	Urine		10 ng/mL
<i>Mephedrone</i>	Urine		10 ng/mL
<i>N-ethylpentylone</i>	Urine		10 ng/mL
<i>Butylone</i>	Urine		10 ng/mL
<i>Alpha-pyrrilidinohexanophenone (α-PHP)</i>	Urine		10 ng/mL
<i>BMDP</i>	Urine		10 ng/mL
<i>5F-MDMB-PICA metabolite 7</i>	Urine		10 ng/mL
<i>5F-ADB metabolite 7</i>	Urine		10 ng/mL
<i>JWH-018 5-Pentanoic acid metabolite</i>	Urine		10 ng/mL
<i>5-fluoro AMB metabolite 3</i>	Urine		10 ng/mL
<i>MDMB-FUBINACA metabolite M1</i>	Urine		10 ng/mL
<i>AB-FUBINACA metabolite 3</i>	Urine		10 ng/mL
<i>JWH-250-4-hydroxypentyl metabolite</i>	Urine		10 ng/mL
<i>MDMB-PENINACA butanoic acid metabolite</i>	Urine		10 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
<i>O-Desmethyltramadol</i>	Urine	200 ng/mL	25 ng/mL



Zolpidem	Urine	20 ng/mL	25 ng/mL
<i>Zolpidem PCA</i>	Urine		25 ng/mL
Xylazine	Urine	10 ng/mL	5 ng/mL
<i>4-Hydroxyxylazine</i>	Urine		5 ng/mL
Amphetamines	Hair		
<i>Amphetamine, Methamphetamine, MDA, MDMA, MDEA,</i>	Hair		200 pg/mg
<i>Phentermine</i>	Hair		200 pg/mg
Cocaine	Hair		100 pg/mg
<i>Benzoylecgonine</i>	Hair		50 pg/mg
Opiates	Hair		
<i>Codeine, Morphine, Oxycodone, Oxymorphone, Hydrocodone, Hydromorphone</i>	Hair		100 pg/mg
<i>6MAM</i>	Hair		20 pg/mg
PCP	Hair		50 pg/mg
Benzodiazepines	Hair		50 pg/mg
<i>Alprazolam, Clonazepam, Diazepam, Lorazepam, Nordiazepam, Oxazepam, Temazepam</i>	Hair		50 pg/mg

THC	Hair		10 pg/mg
Amphetamines	Oral Fluid	12.5 ng/mL	
<i>Amphetamine</i>	Oral Fluid		10 ng/mL
<i>Methamphetamine</i>	Oral Fluid		10 ng/mL
<i>MDA</i>	Oral Fluid		10 ng/mL
<i>MDEA</i>	Oral Fluid		10 ng/mL
<i>MDMA</i>	Oral Fluid		10 ng/mL
<i>Phentermine</i>	Oral Fluid		10 ng/mL
Benzodiazepines	Oral Fluid	5 ng/mL	
<i>Alprazolam</i>	Oral Fluid		5 ng/mL
<i>Diazepam</i>	Oral Fluid		5 ng/mL
<i>Nordiazepam</i>	Oral Fluid		5 ng/mL
<i>Lorazepam</i>	Oral Fluid		5 ng/mL
<i>Oxazepam</i>	Oral Fluid		5 ng/mL
<i>Temazepam</i>	Oral Fluid		5 ng/mL



<i>Clonazepam</i>	Oral Fluid		5 ng/mL
Buprenorphine	Oral Fluid	1.25 ng/mL	2 ng/mL
<i>Norbuprenorphine</i>	Oral Fluid		2 ng/mL
Cocaine	Oral Fluid	5 ng/mL	5 ng/mL
<i>Benzoylecgonine</i>	Oral Fluid		5 ng/mL
THC	Oral Fluid	2 ng/mL	2 ng/mL
Ethanol	Oral Fluid	0.04 g/dL	0.01 g/dL
Fentanyl	Oral Fluid	2 ng/mL	0.5 ng/mL
<i>Norfentanyl</i>	Oral Fluid		0.5 ng/mL
Gabapentin	Oral Fluid		5 ng/mL
Ketamine	Oral Fluid		5 ng/mL
Meperidine	Oral Fluid		5 ng/mL
Opiates	Oral Fluid	10 ng/mL	
<i>6-MAM</i>	Oral Fluid		1 ng/mL
<i>Codeine</i>	Oral Fluid		10 ng/mL
<i>Morphine</i>	Oral Fluid		10 ng/mL
<i>Hydrocodone</i>	Oral Fluid		10 ng/mL
<i>Hydromorphone</i>	Oral Fluid		10 ng/mL
<i>Oxycodone</i>	Oral Fluid		10 ng/mL
<i>Oxymorphone</i>	Oral Fluid		10 ng/mL
Methadone	Oral Fluid	12.5 ng/mL	5 ng/mL
<i>EDDP</i>	Oral Fluid		5 ng/mL
PCP	Oral Fluid	2.5 ng/mL	5 ng/mL
Pregabalin	Oral Fluid		5 ng/mL
Tapentadol	Oral Fluid	N/A	5 ng/mL
Tramadol	Oral Fluid	10 ng/mL	5 ng/mL
<i>pg/mg = picogram per milligram of hair</i>			
<i>ng/mL = nanogram per milliliter of urine or oral fluid</i>			



**Science and technology are ever-changing. Therefore, drugs tested, cutoff levels, and assays listed above are subject to change. We will add additional drugs to our test menu when available to ensure you have the most expansive testing possible. In addition, as there is scientific reason to modify a drug panel or change a cutoff, we will do so without modification to the current contract. The lab report will always reflect the cutoff used during the testing process.*

7. **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates client demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
8. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report negative test results for urine and oral fluid on the next business day and non-negatives within 3 business days. Test results for hair specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
9. **Information Reporting:** The IMS shall provide the Agency with program analytics that aid the Agency in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Client test history;
 - d. An overview of all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.
10. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
11. **Expert Testimony:** Provider shall provide legal affidavits and/or testimony, including expert testimony upon request. The Agency will work with Provider to provide as much advance notice as possible, preferably at least 2 weeks, for expert testimony needs.
12. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Agency staff with respect to alcohol and drug testing process. Provider will work with the Agency to mutually schedule the training and orientation sessions.
13. **Monthly Account Summary:** Provider will track testing fees and client co-pays to provide a monthly account summary by the 15th of the following month and invoice within the following month.

ATTACHMENT B- SERVICE FEES



As an **AverONE** customer, the District Court will have the support of our team throughout the contract term, allowing us to evaluate and adjust services as needed in close collaboration with the Court. As indicated by (*), pricing applies for years 1 and 2 with a 3% increase in year 3 and each year thereafter.

Averhealth to conduct specimen collections seven days per week and close on random holidays.

Dedicated 1 on-site full-time Area Manager, an appropriate number of site supervisors, and patient care technicians. Pricing reflects a mutually agreed-upon 13-hour daily schedule, which includes a 1-hour closure for a staff break.

Service	Price per Unit of Service	
*Standard Urine Laboratory Panel collected by Averhealth Staff <i>Includes any 6 standard assays and 4 specialty assays (see options below).</i> 1) Volume below 4,000 samples per month is subject to billing at a higher price per sample. 2) Provider shall adjust the sample cost based on the total number of collected samples within each calendar month.	10,000+ Samples/Month	\$16.00
	9,000-9,999 Samples/Month	\$16.45
	8,000-8,999 Samples/Month	\$16.95
	7,000-7,999 samples/Month	\$17.15
	6,000-6,999 samples/Month	\$17.75
	5,000-5,999 samples/Month	\$19.65
	4,000-4,999 samples/Month	\$22.50

Standard and Specialty Assay Options
Standard Assays: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Ecstasy, Methadone, Methamphetamine, Methaqualone, Opiates, Oxycodone, PCP, and Propoxyphene
Specialty Assays: Buprenorphine, Carisoprodol, Cotinine, ETG, Fentanyl, Heroin, Ketamine, Mitragynine, LSD, Meperidine, Tramadol, or Zolpidem

Service	Price per Unit of Service
*Full Panel (Immunoassay) <i>Amphetamine, Barbiturate, Benzodiazepine, Buprenorphine, Cannabinoid, Cocaine, Ecstasy, EtG, Fentanyl, Heroin, Hydrocodone, Kratom, Methadone, Methamphetamine, Opiate, Oxycodone, Synthetic Cannabinoid, Tramadol</i>	\$26.50 / panel
*Instant Oral Fluid Test Fentanyl Only	\$6.30 / test
*Instant Urine Test 16 panel collected by District Court Staff <i>HCDOAV-6164EF1KT, 16-Panel Clicker: AMP1000, BAR300, BUP10, BZO300, COC300, ETG500, FEN10, K2(50), MDMA500, MET1000, MTD300, OPI2000, OXY100, PCP25, THC50, TRA200</i> <i>Additional assays need to be sent to the lab for an immunoassay screen</i>	\$4.20 / test



*Instant Urine Test 16 panel collected by Averhealth Staff <i>HCDOAV-6164EF1KT, 16-Panel Clicker: AMP1000, BAR300, BUP10, BZO300, COC300, ETG500, FEN10, K2(50), MDMA500, MET1000, MTD300, OPI2000, OXY100, PCP25, THC50, TRA200</i> <i>Additional assays need to be sent to the lab for an immunoassay screen</i>	Monthly Standard Panel Price
Standard Drug Urine Add-on (options listed below)	\$0.50 / test
Specialty Drug Urine Add-on (options listed below)	\$2.50 / test
Unable to Provide, Refusal, and Rejected Samples	Standard Panel Price
Urine Xylazine Immunoassay Add-on	\$9.00 / test
Urine Gabapentin Immunoassay Add-on	\$5.00 / test
Naloxone or Naltrexone Urine LC-MS/MS Analysis	\$25.00 / test
Synthetic Cannabinoids & Stimulants Urine LC-MS/MS Analysis	\$35.00 / test
*Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$19.50 / panel
Oral Fluid Add-ons <i>(alcohol, buprenorphine, fentanyl, methadone, oxycodone, and tramadol)</i>	\$2.50 / panel
Hair Test <i>(amphetamines, benzodiazepines, cannabinoids, cocaine, and opiates)</i>	\$85.00 / panel
Confirmation Testing	\$12.00 / assay
In-person Expert Witness Testimony	\$1,500 / event
Litigation Packet	\$150.00 / packet
Client-Pay Credit Card Processing Fee	\$0.50/swipe
Daily Shipping from the Collection Site	Included, No Charge
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Expert Testimony	Included, No Charge
Quarterly Training & Unlimited Consultation Sessions	Included, No Charge
Remote Participation in Court Staffing Sessions	Included, No Charge

ATTACHMENT C- MEDICAID REIMBURSEMENT IMPLEMENTATION

SECTION I. MEDICAID REIMBURSEMENT PROGRAM

1.01 Provider shall make reasonable efforts to obtain all necessary approvals and contracts required for Medicaid reimbursement. This includes but is not limited to:

1.01.1 Applying for Medicaid Enrollment: Timely submission of the Nevada Medicaid Fee-for-



- Service application and reasonable efforts to secure approval and related documentation.
- 1.01.2 Securing MCO Agreements: Submission of applications with applicable Nevada Managed Care Organizations (MCOs), including but not limited to Nevada Health Plan, Anthem, Silver Summit, and Molina.
 - 1.01.3 ORP Coordination: Distributing Clinical Testing Authorization Forms (CCAAs) to eligible Ordering, Referring, and Prescribing (ORP) providers—including but not limited to NPs, LCSWs, MDs, Clinical Psychologists, and RNs—and collecting and maintaining signed forms in a secure repository.
 - 1.01.4 Staff and Stakeholder Training: Providing comprehensive training for Agency staff, court stakeholders, and treatment providers on clinical requisition workflows, insurance validation, system functionality, and Medicaid-compliant documentation practices.
 - 1.01.5 Program Launch and Operational Support: Initiating clinical testing with Medicaid billing capabilities, including entry of insurance cards, diagnosis codes, and customized testing panels, and launching scheduled donor review workflows.
 - 1.01.6 Ongoing Oversight and Compliance Monitoring: Review of clinical requisition reports by supervisory staff, ongoing provider support for treatment panel/frequency adjustments, and active monitoring of billing, reimbursement, and audit-readiness.
 - 1.01.7 Provider agrees to collaborate with the Agency and relevant stakeholders to ensure the successful implementation and maintenance of a compliant Medicaid reimbursement program. All obligations are subject to applicable laws and the cooperation of third-party payers and regulatory bodies.

The table on the following page provides a summary of our Clinical Testing and Medicaid Reimbursement Implementation process.

Table 1: Implementation Timeline for Clinical Testing Program

Milestone	Description / Notes
Nevada State Fee for Service	Nevada Medicaid Application – submitted 8/4/2025 ○ Anticipated approval 10/20/25
Washoe County Letter of Support	Court Executives provide Averhealth a Letter of Support
Contracting with Medicaid MCOs	Submit applications with Nevada Health Plan, Nevada Anthem, Nevada SilverSummit Healthplan, and Nevada Molina Healthcare
Clinical Testing Authorization Forms (CCAAs)	- Send CCAAs to all participating ORPs for signature ○ NP, LCSW, MD, Clinical Psychologist, RN, etc. - Begin receiving completed CCAAs - Upload CCAAs to SharePoint (Accounting folder)



Training: Staff & Court Partners	• Conduct training for Site Staff, Treatment Providers, and Court Stakeholders • Review Clinical Requisition workflows, insurance validation, and testing procedures • Verify access and understanding of Aversys functionality
Go-Live	• Begin full-scale clinical testing with Medicaid billing • Begin uploading insurance cards, diagnosis codes, and custom panel selections • Begin Scheduled Donor Reviews as required
Ongoing Oversight & Optimization	• Expiring Clinical Requisition report reviews by Area Manager • Support Treatment Providers with panel/frequency adjustments • Monitor reimbursement and audit readiness

*Medicaid reimbursement is contingent on having active contracts with both Managed Care Organizations (MCOs) and enrolled Ordering/Referring Providers (ORPs)