

214 Hickman Dr. Ste 102  
Sanford, FL 32771  
(407) 321-8611  
FAX (407) 321-6166



# Fax

To: Crystal Husted

From: Christine Steele

Fax: 304-558-3970

Pages: 25

Phone:

Date: 5-11-20

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

• **Comments:**

CRFQ DOT2000000154  
Bid Opening Date: May 11, 2020 @1:30pm

RECEIVED  
2020 MAY 12 PM 12:42  
WV PURCHASING  
DIVISION



# *RN Expertise, Inc.*

*"For Convenient and Quality Service"*

May 11, 2020

WV Department of Administration  
Purchasing Division  
Attn: Crystal Husted  
2019 Washington Street East  
Charleston WV 25305

**RE: CRFQ DOT2000000154**

Dear Ms. Husted:

RN Expertise, Inc. is pleased to participate in the above referenced RFQ. RN Expertise, Inc. certifies that it has read the RFQ in its entirety and is able to meet all of the service requirements listed in the RFQ. All questions and answers have been reviewed. RN Expertise, Inc. has over 27 years experience in the drug testing industry and is very qualified to perform the drug and alcohol testing services required by the State of West Virginia.

RN Expertise, Inc. serves as a national third party administrator for drug testing programs for both private and governmental agencies. We provide DOT and non-DOT drug and alcohol testing services for over 1,200 clients and arrange off-site and on-site drug screen and breath alcohol testing services to meet the specific needs of each individual customer. RN Expertise, Inc. provides accurate and reliable services in a cost effective manner. RN Expertise, Inc. originated in 1993 and began performing paramedical exams and on-site drug testing. We began providing DOT drug testing services in 1995 when the Omnibus Transportation Testing Act of 1991 was implemented.

The President of RN Expertise, Inc. attended training offered by the individual Dr. Donna Smith who was one of the authors of CFR 49 Part 40 guidelines. Ms. Steele attended this training in 1994 and began implementing TPA services for Department of Transportation workplaces in the United States. We were one of the original TPA's who started providing these services when the program began. Ms. Steele served on the Board of the Drug and Alcohol Testing Industry Association during that time. She is a Certified Breath Alcohol Instructor and is certified by Intoximeter. Ms. Steele is also a Certified Department of Transportation Collector Trainer. She has trained hundreds of collectors and breath alcohol technicians over the years. Ms. Steele has attended DOT trainings throughout the years on any updates and changes in Federal guidelines. She also

subscribed to the RED BOOK and receives all updates in Federal and state drug testing guidelines. The staff at RN Expertise is updated on any changes in guidelines.

RN Expertise, Inc. is a Women Business Enterprise and is 100% owned by Ms. Christine Steele, RN. RN Expertise, Inc. is a Subchapter S Corporation and is a small business. Our Federal Id Tax number is 59-3172603. The principal place of business is:

RN Expertise, Inc.  
214 Hickman Dr Ste 102  
Sanford, FL 32771  
(407) 321-8611  
Fax (407) 321-6166  
Contact: Christine Steele, President  
[Rnexinc@aol.com](mailto:Rnexinc@aol.com)

The president of RN Expertise, Inc. prepared this proposal and is available to answer any questions that may arise during evaluation. It is RN Expertise's goal to provide the most affordable, expedient and quality services possible. We strive for excellence. We have an excellent reputation in the industry and take pride in customer service. Our staff is always available to assist our clients. RN Expertise, Inc. provides 24 hour turn around on negative results and 48-72 hour turn around on positive results.

The administrative staff of RN Expertise has over 19 years experience with the company. They are well educated on federal drug testing guidelines. They provide data entry, statistical reporting, billing, MRO assistance, customer service, random generation, and communicate with Ms. Steele on any customer service issues. The administrative staff communicates with clients and serves as a liaison between the laboratory and the clients to assist with any questions that occur regarding the drug testing process. RN Expertise, Inc. utilizes the Medical Review Officer services of Dr. Emily Vives. She has 11 years experience as a Medical Review Officer and is certified by AAMRO.

RN Expertise, Inc. provides all services required by Federal, State, and non-regulated programs. We are very experienced in originating new programs and with arranging any form of drug alcohol testing services. We have national access to collection sites and have a 26 year relationship history with the major drug testing laboratories. RN Expertise also specializes in on-site testing and has a network of on-site testing partners located throughout the US.

As mentioned, we provide services for many different varieties of drug free workplaces. Some of our clients are: The Wackenhut Corporation, The Greater Orlando Aviation Authority, State of West Virginia DHHR, Trillium Driver Solutions, Louisiana State University Health Services/Hospitals, North Carolina Department of Public Safety/Corrections, NC Department of Administration, The State of Louisiana, etc. We provide services for Department of Transportation workplaces, State of Florida Drug Free workplaces and numerous non-Dot workplaces throughout the nation. It is our goal to

provide an excellent turnkey drug and alcohol testing program for the West Virginia Department of Transportation.

We utilize the laboratory services of Abbott formerly Alere, a DHHS SAMHSA certified laboratory. Abbott(formerly Alere) has years of experience in forensic toxicology. All laboratory services for all drug test types and panels will be performed by Alere. We are contracted with Alere with a price agreement for services and the results are sent from the laboratory to our Medical Review Officers at RN Expertise, Inc.

RN Expertise appreciates the potential opportunity to provide services to the State of WV. If any questions arise during the evaluation period, I may be contacted at (407) 321-8611. It would be my pleasure to answer any questions and to assist you with the administration of your drug and alcohol testing requirements.

Sincerely,



Christine Steele

President RN Expertise, Inc.  
214 Hickman Drive Ste 102  
Sanford, FL 32771  
(407) 321-8611

EXHIBIT A PRICING PAGE

CRFQ DOT2000000154

All per costs are to be based upon an all-inclusive collection as seen throughout the entire process of analysis, culminating with the certification of results and proper reporting of such results of the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug screening requires separate pricing. Regular hours testing (Monday - Friday, 6:30 am - 5:00 pm) and after hours testing (Saturday, Sunday, and weekdays 5:01 pm - 6:29 am) requires separate pricing.

The West Virginia Department of Transportation requests your bid on the following estimated quantities:

	Usage Sample Totals	Unit of Measure	Cost Of Each Test/Item	Total For Each Line
1. On-Site Urine Collection	1400	per test	33.00	46,200.00
On-Site Urine Collection- After Hours	10	per test	33.00	330.
2. On-Site Alcohol Testing	700	per test	8.00	5,600.00
On-Site Alcohol Testing-After Hours	10	per test	8.00	80.00
3. Professional Services				
Collector Testimony	2	per day	NC	NC
Deposition	1	per day	NC	NC
Expert Witness Testimony	2	per day	NC	NC
Laboratory Litigation Packages	1	each	NC	NC
4. Scheduled Clinic Visits				
Urine Collections	1200	per test	41.00	49,200
Alcohol (Breath) Test	20	per test	25.00	500.00
5. Immediate Testing Requests-No notice given				
Urine Collection - during business hours	5	per test	NC	NC
Urine Collection - after hours	5	per test	NC	NC
Alcohol Test - during business hours	5	per test	NC	NC
Alcohol Test - after hours	5	per test	NC	NC
			Total	101,910.00

Include the name of the software or internet-based result reporting:

FTEST

The vendor shall be required to perform all of the services named above. Failure to provide the services and bid prices shall result in disqualification of the bid.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
23 - Laboratory

Proc Folder: 700205

Doc Description: ADDENDUM 4 DRUG AND ALCOHOL TESTING (8320C0057)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-01	2020-05-12 13:30:00	CRFQ 0803 DOT2000000154	5

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:  
*RN Expense, Inc*  
*214 Hickman Dr Ste 102*  
*Sanford FL 32771*  
*407-321-8611*

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
(304) 558-2402  
crystal.g.husted@wv.gov

Signature *Crystal G Husted* FEIN # *59-3172603* DATE *5-11-20*

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO	STATE TO
DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DRUG & ALCOHOL TESTING				101,910.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

NOTE: VENDOR SHALL USE EXHIBIT A\_PRICING PAGE(S) FOR BID PRICING. IF VENDOR IS SUBMITTING A BID ONLINE, VENDOR SHOULD ENTER \$0.00 IN THE OASIS COMMODITY LINE. VENDOR SHALL ENTER PRICING INTO THE EXHIBIT A EXCEL PAGE AND MUST ATTACH WITH BID.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-04-20

DOT2000000154	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 4 DRUG AND ALCOHOL TESTING (8320C0057)	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-6-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

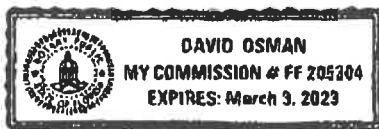
**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RN Expertise Inc  
Authorized Signature: Christina Steen Date: 4-17-20  
State of Florida  
County of Seminole to-wit:

Taken, subscribed, and sworn to before me this 17th day of April, 2020  
My Commission expires 3/3/2023, 20  

AFFIX SEAL HERE

NOTARY PUBLIC



*[Signature]*  
Purchasing Affidavit (Revised 01/19/2018)

**REQUEST FOR QUOTATION  
CRFQ DOT2000000154  
Drug and Alcohol Testing Services (8320C0057)**

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Christine Seale  
 Telephone Number: 407-321-8611  
 Fax Number: 407-321-6164  
 Email Address: RNF inc@aol.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2000000154**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PN Expertise Inc  
Company

Christa Steele  
Authorized Signature

5-10-20  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**WV STATE GOVERNMENT****HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the Individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,



unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected Individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: RN Spence Inc

Signature: \_\_\_\_\_

Signature: [Handwritten Signature]

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 5-10-20

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jun 20 20  
BY [Signature]  
Patrick Morrissey  
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: RN Expertise, Inc

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Christine Steele President  
 (Name/Title)  
Christine Steele President  
 (Printed Name and Title)  
214 Nickman Dr Ste 102 Sanford FL 32771  
 (Address)  
407-321-8611 407-321-6166  
 (Phone Number) / (Fax Number)  
RN@INC@aol.com  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RN Expertise Inc.  
 (Company)  
Christine Steele President  
 (Authorized Signature) (Representative Name, Title)  
Christine Steele President  
 (Printed Name and Title of Authorized Representative)  
5-10-20  
 (Date)  
407-321-8611 fax 407-321-6166  
 (Phone Number) (Fax Number)



Theodore F. Shults, MS, JD  
Chairman  
(919) 489-5407

## American Association of Medical Review Officers

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February 26, 2018

**Verification of Certification for:** Emilia Vives, M.D.  
Sunny Medical  
11183 S. Orange Blossom Trail  
Orlando, FL 32825

**Certification Number:** 081019203

**Current Certification Date:** February 26, 2018

**Certification Expiration Date:** February 26, 2023

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers ([www.aamro.com](http://www.aamro.com)).

Theodore F. Shults, J.D., M.S.  
Chairman

12310

Federal Register / Vol. 85, No. 41 / Monday, March 2, 2020 / Notices

**DEPARTMENT OF HEALTH AND HUMAN SERVICES****National Institutes of Health****Office of the Director, National Institutes of Health; Notice of Meetings**

Pursuant to section 10(a) of the Federal Advisory Committee Act, as amended, notice is hereby given of meetings of the Advisory Committee on Research on Women's Health.

The meetings will be open to the public as indicated below, with attendance limited to space available. Individuals who plan to attend and need special assistance, such as sign language interpretation or other reasonable accommodations, should notify the Contact Person listed below in advance of the meetings.

The meetings will also be videocast and can be accessed from the NIH Videocasting and Podcasting website (<http://videocast.nih.gov>).

*Name of Committee:* Advisory Committee on Research on Women's Health.

*Date:* April 21, 2020.

*Time:* 9:00 a.m. to 5:00 p.m.

*Agenda:* Director's Report and Scientific Presentations.

*Place:* National Institutes of Health, Porter Neuroscience Center, Building 35A, Conference Room 620/630, 35 Center Drive, Bethesda, MD 20892.

*Contact Person:* Elizabeth Spencer, R.N., Deputy Director, Office of Research on Women's Health, Executive Secretary, ACRWH, National Institutes of Health, 6707 Democracy Blvd., Room 7W444, Bethesda, MD 20817, (301) 402-1770, [elizabeth.spencer@nih.gov](mailto:elizabeth.spencer@nih.gov).

Any member of the public interested in presenting oral comments to the committee may notify the Contact Person listed on this notice at least 10 days in advance of the meetings. Interested individuals and representatives of organizations may submit a letter of intent, a brief description of the organization represented, and a short description of the oral presentation. Only one representative of an organization may be allowed to present oral comments and if accepted by the committee, presentations may be limited to five minutes. Both printed and electronic copies are requested for the record. In addition, any interested person may file written comments with the committee by forwarding their statement to the Contact Person listed on this notice. The statement should include the name, address, telephone number and when applicable, the business or professional affiliation of the interested person.

In the interest of security, NIH has instituted stringent procedures for entrance onto the NIH campus. All visitor vehicles, including taxicabs, hotel, and airport shuttles will be inspected before being allowed on campus. Visitors will be asked to show one form of identification (for example, a government-issued photo ID, driver's license,

or passport) and to state the purpose of their visit.

Information is also available on the Institute's/Center's home page: <https://orwh.od.nih.gov/>, where an agenda and any additional information for the meeting will be posted when available.

(Catalogue of Federal Domestic Assistance Program Nos. 93.14, Intramural Research Training Award; 93.22, Clinical Research Loan Repayment Program for Individuals from Disadvantaged Backgrounds; 93.232, Loan Repayment Program for Research Generally; 93.39, Academic Research Enhancement Award; 93.936, NIH Acquired Immunodeficiency Syndrome Research Loan Repayment Program; 93.107, Undergraduate Scholarship Program for Individuals from Disadvantaged Backgrounds, National Institutes of Health, HHS)

Dated: February 25, 2020.

Miguelina Perez,

Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2020-04163 Filed 2-26-20; 8:45 am]

BILLING CODE 4140-01-P

**DEPARTMENT OF HEALTH AND HUMAN SERVICES****Substance Abuse and Mental Health Services Administration****Center for Substance Abuse Prevention; Notice of Meeting**

Pursuant to Public Law 92-463, notice is hereby given for the meeting of the Substance Abuse and Mental Health Services Administration's (SAMHSA) Center for Substance Abuse Prevention National Advisory Council (CSAP NAC) on March 17, 2020.

The Council was established to advise the Secretary, Department of Health and Human Services (HHS); the Assistant Secretary for Mental Health and Substance Use, SAMHSA; and Director, CSAP concerning matters relating to the activities carried out by and through the Center and the policies respecting such activities.

The meeting will be open to the public and will include the discussion of the Evidence-Based Practices Resource Center; new SAMHSA publications; adolescent prevention programs/activities; and Fostering Healthy Mental, Emotional, and Behavioral Development. The meeting will also include updates on CSAP program developments. The meeting will be held in Rockville, Maryland. Attendance by the public on-site will be limited to the space available. Interested persons may present data, information, or views, orally or in writing, on issues pending before the Council. Written submissions should be forwarded to the contact person on or before one week

prior to the meeting. Oral presentations from the public will be scheduled at the conclusion of the meeting. Individuals interested in making oral presentations should notify the contact on or before one week prior to the meeting. Five minutes maximum will be allotted for each presentation.

To attend onsite, submit written or brief oral comments, or request special accommodations for persons with disabilities, please register at the SAMHSA Committees' website, <https://snacregister.samhsa.gov/MeetingList.aspx>, or communicate with the CSAP Council's Designated Federal Officer (see contact information below). Substantive program information may be obtained after the meeting by accessing the SAMHSA Committee website, <https://www.samhsa.gov/about-us/advisory-councils>, or by contacting the Designated Federal Officer.

*Committee Name:* Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention National Advisory Council.

*Date/Time/Type:* March 17, 2020, from 9:30a.m. to 5:00p.m. EDT: (OPEN).

*Place:* SAMHSA, 5600 Fishers Lane, Room 5N54, Rockville, MD 20852.

Adobe Connect webcast: <https://samhsa-csap.adobeconnect.com/nac/>.

*Contact:* Matthew J. Aumen, Designated Federal Officer, SAMHSA CSAP NAC, 5600 Fishers Lane, Rockville, MD 20852, Telephone: 240-276-2440, Fax: 301-480-8480, Email: [matthew.auen@samhsa.hhs.gov](mailto:matthew.auen@samhsa.hhs.gov).

Dated: February 26, 2020.

Carlos Castillo,

Committee Management Officer, SAMHSA.

[FR Doc. 2020-04212 Filed 2-26-20; 8:45 am]

BILLING CODE 4162-20-P

**DEPARTMENT OF HEALTH AND HUMAN SERVICES****Substance Abuse and Mental Health Services Administration****Current List of HHS-Certified Laboratories and Instrumented Initial Testing Facilities Which Meet Minimum Standards To Engage in Urine and Oral Fluid Drug Testing for Federal Agencies**

**AGENCY:** Substance Abuse and Mental Health Services Administration, HHS.

**ACTION:** Notice.

**SUMMARY:** The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and Instrumented Initial Testing Facilities

(IITFs) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs using Urine or Oral Fluid (Mandatory Guidelines).

A notice listing all currently HHS-certified laboratories and IITFs is published in the *Federal Register* during the first week of each month. If any laboratory or IITF certification is suspended or revoked, the laboratory or IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any laboratory or IITF has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end and will be omitted from the monthly listing thereafter.

This notice is also available on the internet at <https://www.samhsa.gov/workplace/resources/drug-testing/certified-lab-list>.

**FOR FURTHER INFORMATION CONTACT:** Anastasia Donovan, Division of Workplace Programs, SAMHSA/CSAP, 5600 Fishers Lane, Room 16N06B, Rockville, Maryland 20857; 240-276-2600 (voice); *Anastasia.Donovan@samhsa.hhs.gov* (email).

**SUPPLEMENTARY INFORMATION:** The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and Instrumented Initial Testing Facilities (IITFs) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines) using Urine and of the laboratories currently certified to meet the standards of the Mandatory Guidelines using Oral Fluid.

The Mandatory Guidelines using Urine were first published in the *Federal Register* on April 11, 1988 (53 FR 11970), and subsequently revised in the *Federal Register* on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); April 30, 2010 (75 FR 22809); and on January 23, 2017 (82 FR 7920).

The Mandatory Guidelines using Oral Fluid were first published in the *Federal Register* on October 25, 2019 (84 FR 57554) with an effective date of January 1, 2020.

The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71 and allowed urine drug testing only. The Mandatory Guidelines using Urine have since been revised, and new Mandatory Guidelines allowing for oral fluid drug testing have

been published. The Mandatory Guidelines require strict standards that laboratories and IITFs must meet in order to conduct drug and specimen validity tests on specimens for federal agencies. HHS does not allow IITFs for oral fluid testing.

To become certified, an applicant laboratory or IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a laboratory or IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and IITFs in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines using Urine and/or Oral Fluid. An HHS-certified laboratory or IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA), which attests that the test facility has met minimum standards. HHS does not allow IITFs for oral fluid testing.

#### HHS-Certified Laboratories Certified To Conduct Oral Fluid Drug Testing

In accordance with the Mandatory Guidelines using Oral Fluid dated October 25, 2019 (84 FR 57554), the following HHS-certified laboratories meet the minimum standards to conduct drug and specimen validity tests on oral fluid specimens:

At this time, there are no laboratories certified to conduct drug and specimen validity tests on oral fluid specimens.

#### HHS-Certified Instrumented Initial Testing Facilities Certified To Conduct Urine Drug Testing

In accordance with the Mandatory Guidelines using Urine dated January 23, 2017 (82 FR 7920), the following HHS-certified IITFs meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

Dynacare, 6628 50th Street NW, Edmonton, AB Canada T6B 2N7, 780-784-1190. (Formerly: Gamma-Dynacare Medical Laboratories).

#### HHS-Certified Laboratories Certified To Conduct Urine Drug Testing

In accordance with the Mandatory Guidelines using Urine dated January 23, 2017 (82 FR 7920), the following HHS-certified laboratories meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

Alere Toxicology Services, 1111 Newton St., Gretna, LA 70053, 504-361-8989/800-433-3823. (Formerly: Kroll Laboratory Specialists, Inc.; Laboratory Specialists, Inc.).

Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130 (Formerly: Kroll Laboratory Specialists, Inc.; Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.).

Clinical Reference Laboratory, Inc., 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917.

Cordant Health Solutions, 2617 East L Street, Tacoma, WA 98421, 800-442-0438 (Formerly: STERLING Reference Laboratories).

Desert Tox, LLC, 10221 North 32nd Street Suite J, Phoenix, AZ 85028, 602-457-5411.

DrugScan, Inc., 200 Precision Road, Suite 200, Horsham, PA 19044, 800-235-4890.

Dynacare \*, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630. (Formerly: Gamma-Dynacare Medical Laboratories).

ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609.

Laboratory Corporation of America Holdings, 7207 N Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387.

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986 (Formerly: Roche Biomedical Laboratories, Inc.).

Laboratory Corporation of America Holdings, 1904 TW Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984 (Formerly: LabCorp Occupational Testing Services, Inc.; CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche

\* The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (*Federal Register*, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the *Federal Register* on January 23, 2017 (82 FR 7920). After receiving DOT certification, the laboratory will be included in the monthly list of HHS-certified laboratories and participate in the NLCP certification maintenance program.



12312

Federal Register / Vol. 85, No. 41 / Monday, March 2, 2020 / Notices

CompuChem Laboratories, Inc., A Member of the Roche Group). Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center).

LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927/800-873-8845 (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.).

Legacy Laboratory Services Toxicology, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295.

MedTox Laboratories, Inc., 402 W County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244.

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088. Testing for Veterans Affairs (VA) Employees Only.

Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800-328-6942 (Formerly: Centinela Hospital Airport Toxicology Laboratory).

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8991/800-541-7891x7.

Phamatech, Inc., 15175 Innovation Drive, San Diego, CA 92128, 888-635-5840.

Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories).

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories).

Redwood Toxicology Laboratory, 3700 Westwind Blvd., Santa Rosa, CA 95403, 800-255-2159.

U.S. Army Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755-5235, 301-677-7085. Testing for Department of Defense (DoD) Employees Only.

Anastasia Marie Donovan, Policy Analyst.  
[FR Doc. 2020-04151 Filed 2-28-20; 8:45 am]  
BILLING CODE 4162-20-P

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Substance Abuse and Mental Health Services Administration**

**Agency Information Collection Activities: Submission for OMB Review; Comment Request**

Periodically, the Substance Abuse and Mental Health Services Administration (SAMHSA) will publish a summary of information collection requests under OMB review, in compliance with the Paperwork Reduction Act (44 U.S.C. Chapter 35). To request a copy of these documents, call the SAMHSA Reports Clearance Officer on (240) 276-0361.

**Project: SAMHSA SOAR Web-Based Data Form (OMB No. 0930-0329)—EXTENSION**

In 2009 SAMHSA created a Technical Assistance Center to assist in the implementation of the Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR) effort in all states. The primary objective of SOAR is to improve the allowance rate for the Social Security Administration's (SSA) disability benefits for people who are experiencing or at risk of homelessness, and who have serious mental illnesses.

During the SOAR training, the importance of keeping track of SSI/SSDI applications through the process is stressed. In response to requests from states implementing SOAR, the Technical Assistance Center under

SAMHSA's direction developed a web-based data form that case workers can use to track the progress of submitted applications, including decisions received from SSA either on initial application or on appeal. This password-protected web-based data form is hosted on the SOAR website (<https://soartrack.prainc.com>). Use of this form is completely voluntary.

There are two parts to the SOAR Web-based Data Form. Part I of the SOAR Web-based Data Form is intended for SOAR-trained case workers to enter the outcomes of SOAR-assisted SSI/SSDI applications. Part II of the SOAR Web-based Data Form includes two sections reserved for SOAR State Team Leads to report annually. The first section of Part II collects quantitative summary data from states that do not track SOAR-assisted SSI/SSDI applications using the SOAR Web-based Data Form Part I. The second section of Part II collects qualitative (open-ended) questions on annual SOAR accomplishments, identified challenges, and collaborations.

Data from Part I of the form can be compiled into reports on decision results and the use of SOAR critical components, such as the SSA-1696 Appointment of Representative, which allows SSA to communicate directly with the case worker assisting with the application. These reports will be reviewed by agency directors, SOAR state-level leads, and the SAMHSA SOAR Technical Assistance Center to quantify the success of the effort overall and to identify areas where additional technical assistance is needed.

There are no proposed changes to Part I of this form. These questions will be answered by all 700 case worker respondents, on average 3 times per year. There are no proposed changes to Part II. These questions will be answered by 75 respondents once per year.

The estimated response burden is as follows:

Form name	Number of respondents	Responses per respondent	Total responses	Hours per response	Total hour burden
SOAR Web-based Data Form (Part I) .....	700	3	2,100	.25	525
Annual Report Questions (Part II) .....	75	1	75	1	37.50
<b>Total</b> .....	<b>775</b>	.....	<b>2,175</b>	.....	<b>562.50</b>

Written comments and recommendations concerning the proposed information collection should be sent by April 1, 2020 to the SAMHSA Desk Officer at the Office of Information

and Regulatory Affairs, Office of Management and Budget (OMB). To ensure timely receipt of comments, and to avoid potential delays in OMB's receipt and processing of mail sent

through the U.S. Postal Service, commenters are encouraged to submit their comments to OMB via email to: [OIRA\\_Submission@omb.eop.gov](mailto:OIRA_Submission@omb.eop.gov). Although commenters are encouraged to