

RECEIVED  
08/09/21 15:08:18  
WU Purchasing Division

RN Expertise, Inc.  
214 Hickman Dr. Ste 102  
Sanford, FL 32771

SEALED BID  
Buyer: Crystal Husted  
Solicitation NO: CRFQ BCF2200000001  
Bid Opening: August 10, 2021  
Bid Opening Time: 1:30 pm  
Fax Number: 304-558-3970

RECEIVED  
08/09/21 15:07:55  
WU Purchasing Division



# *RN Expertise, Inc.*

*"For Convenient and Quality Service"*

August 9, 2021

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

**RE: CRFQ 0511 BCF2200000001**

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 service requirements listed in the RFQ. All questions and answers have been reviewed. RN Expertise, Inc. has over 28 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

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214 Hickman Drive • Suite 102 • Sanford, FL 32771  
(407) 321-8611 • (800) 437-7660 • Fax: (407) 321-6166

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 of 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 12 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 28-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.

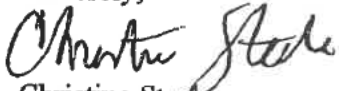
As mentioned, we provide services for many different varieties of drug free workplaces. Some of our clients are: The Wackenhut Corporation, The Greater Orlando Aviation Authority, State of West Virginia Jobs & Hope, Trillium Driver Solutions, Louisiana State University Health Services/Hospitals, The Kentucky Transportation Cabinet, 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 West Virginia DHHR.

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





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

State of West Virginia  
 Centralized Request for Quote  
 Laboratory

<b>Proc Folder:</b> 900036		<b>Reason for Modification:</b>	
<b>Doc Description:</b> DRUG AND ALCOHOL TESTING SERVICES		ADDENDUM 2 TO CORRECT ANSWERS TO VENDOR QUESTIONS	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-03	2021-08-10 13:30	CRFQ 0511 BCF2200000001	3

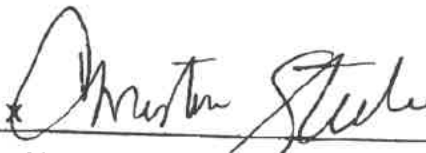
**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: V50000012883  
 Vendor Name: RN Expertise, Inc  
 Address: 214 Hickman Dr Ste 102  
 Street:  
 City: Sanford  
 State: FL Country: USA Zip: 32771  
 Principal Contact: Christine Steele  
 Vendor Contact Phone: 407-324-8611 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Vendor Signature X  FEIN# 59-3172403 DATE 8-09-2021

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

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR CHILDREN AND FAMILIES (BCF), IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES FOR SELECTED TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) AND OTHER CLIENTS/APPLICANTS AS NEEDED AND REQUESTED 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**

**SHIP TO**

HEALTH AND HUMAN RESOURCES  
BCF - COMMISSIONER'S OFFICE  
350 CAPITOL ST, RM 730  
CHARLESTON WV  
US

STATE OF WEST VIRGINIA  
VARIOUS LOCATIONS AS INDICATED BY ORDER  
No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Selected TANF clients Drug Testing	1500.00000	TEST	29.33	43,995.00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**

4.1 Selected TANF clients Drug Testing

**INVOICE TO**

**SHIP TO**

HEALTH AND HUMAN RESOURCES  
BCF - COMMISSIONER'S OFFICE  
350 CAPITOL ST, RM 730  
CHARLESTON WV  
US

STATE OF WEST VIRGINIA  
VARIOUS LOCATIONS AS INDICATED BY ORDER  
No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Selected TANF clients Alcohol Testing	500.00000	TEST	23.33	11,665.00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**

4.1 Selected TANF Clients Alcohol Testing



INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Selected Other clients Drug Testing	13000.00000	TEST	29.33	381,290.00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1 Selected Other clients Drug Testing

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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Selected Other clients Alcohol Testing	3500.00000	TEST	23.33	81,655.00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1 Selected Other clients Alcohol Testing

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Single Drug Testing for Fentanyl	50.00000	TEST	3.50	175.00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1.10.1 Single Drug Testing for Fentanyl

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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Single Drug Testing for Tramadol	50.00000	TEST	3.50	175.00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1.10.1 Single Drug Testing for Tramadol

<b>INVOICE TO</b>	<b>SHIP TO</b>
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Single Drug Testing for Neurontin	50.00000	TEST	3.75	187.50

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1.10.1 Single Drug Testing for Neurontin

<b>INVOICE TO</b>	<b>SHIP TO</b>
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Collection Expert Witness Testimony	10.00000	HOUR	NC	NC

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1.19.1 Collection Expert Witness Testimony

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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Laboratory Expert Witness Testimony	10.00000	TEST		NC 00 NC

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
 4.1.19.2 Laboratory Expert Witness Testimony

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	MRO Expert Witness Testimony	10.00000	HOUR		NC 00 NC

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
 4.1.19.3 MRO Expert Witness Testimony

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Collection Expert Testimony at Deposition	10.00000	HOUR	NC	NC 00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1.19.4 Collection Expert Testimony at Deposition

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Laboratory Expert Testimony at Deposition	10.00000	HOUR	NC	NC 00

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
4.1.19.5 Laboratory Expert Testimony at Deposition



INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	MRO Expert Witness Testimony at Deposition	10.00000	HOUR	NC	NC ∞

Comm Code	Manufacturer	Specification	Model #
85121810			

**Extended Description:**  
 4.1.19.6 MRO Expert Witness Testimony at Deposition

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2021-07-27

	Document Phase	Document Description	Page
BCF2200000001	Final	DRUG AND ALCOHOL TESTING SERVICES	9

**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 §81-5-3) 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: Christine Steele

Authorized Signature: Christine Steele

Date: 8-3-21

State of Florida

County of Seminole, to-wit:

Taken, subscribed, and sworn to before me this 3 day of August, 2021.

My Commission expires Jan. 16, 2024, 2024.



NOTARY PUBLIC

Tania Bennett

Purchasing Affidavit (Revised 01/12/2018)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: RN Experts Inc Address: 214 Hickman Dr Ste 202  
Saint Paul TN 32771

Name of Authorized Agent: Christine Steele Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: Drug + Alcohol Testing

Governmental agency awarding contract: WV DHHR

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract  
 Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  
 Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  
 Check here if none, otherwise list entity/individual names below.

Signature: Christine Steele Date Signed: 8-4-21

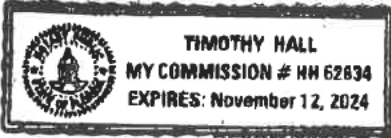
**Notary Verification**

State of Florida, County of Seminole

I, Christine Steele, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 4 day of July, 2021.  
Timothy Hall  
Notary Public's Signature

To be completed by State Agency:  
Date Received by State Agency: FL  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO BCF2200000001**

**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 type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input 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 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  
Christine K. [Signature]  
Authorized Signature  
8-5-21  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

**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 RN Expertise, Inc.  
(Name, Title)  
Christine Steele, President RN Expertise  
(Printed Name and Title)  
214 Hickman Dr Ste 102 Sandal FL 32771  
(Address) 407-321-8611 407-321-6166  
(Phone Number) / (Fax Number)  
RNEXPERT@earthlink.net  
(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

RN Expertise, Inc.  
(Company)

Christine Steele, President  
(Authorized Signature) (Representative Name, Title)

Christine Steele President  
(Printed Name and Title of Authorized Representative)

8-5-21  
(Date)

407-321-8611 407-321-6166  
(Phone Number) (Fax Number)

Revised 07/01/2021

**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 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:

WV Department of Health  
and Human Resources

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

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

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

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

Name of Associate: RN Exton

Signature: [Handwritten Signature]

Title: Member

Date: 8-5-21

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan 20 21  
BY [Signature]  
Patrick Moroney  
Attorney General

REQUEST FOR QUOTATION  
CRFQ BCF220000001  
Drug and Alcohol Testing Services

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10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **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 Steele  
Telephone Number: 407-321-8611  
Fax Number: 407-321-6166  
Email Address: RNG@INC.COM

Revised 10/27/2014

AGREED:

WV Department of Health  
and Human Resources

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

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

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

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

Name of Associate: RN Expertise Inc

Signature: [Handwritten Signature]

Title: president

Date: 8-5-21

Form - WVBA-012004  
Amended 08.25.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Aug 2021  
BY [Signature]  
Patrick Montoya  
Attorney General



A.A.M.R.O.

AMERICAN ASSOCIATION OF MEDICAL REGISTERED OFFICERS

THIS IS TO CERTIFY THAT

Emilia Diney, M.D.

has been found to be in compliance with the requirements of the American Association of Medical Registered Officers and is hereby certified as a member of the Association.

American Association of Medical Registered Officers

in accordance with the national standards of accreditation established by the American Association of Medical Registered Officers.

Certified Medical Registered Officer

has been found to be in compliance with the requirements of the American Association of Medical Registered Officers.

October 19, 2008





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:** [REDACTED]

**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

# Certificate of Accreditation



The Substance Abuse and Mental Health  
Services Administration  
*certifies that*

**Alere Toxicology Services, Inc.**

**Richmond, VA**  
NLCP Laboratory Number: 0760

has successfully completed the requirements  
of the National Laboratory Certification Program for urine laboratories in accordance  
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

*Effective June 20, 1994*

Pamela S. Hyde, D.P.  
Administrator  
Substance Abuse and Mental Health Services Administration



Frances M. Harding  
Director  
Center for Substance Abuse Prevention