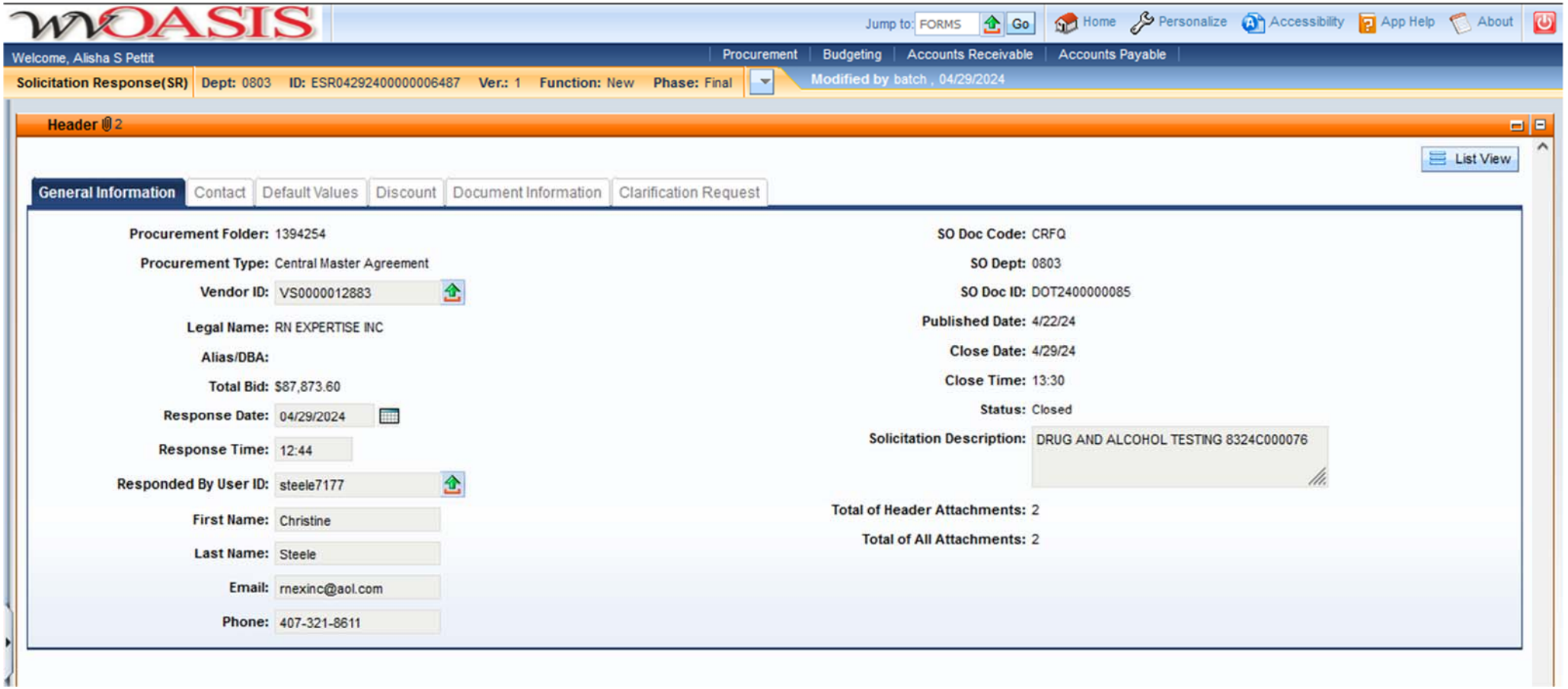
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


wvOASIS
Jump to: FORMS Go
Home
Personalize
Accessibility
App Help
About
Welcome, Alisha S Pettit
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0803 ID: ESR04292400000006487 Ver.: 1 Function: New Phase: Final
Modified by batch , 04/29/2024
Header 2
List View
General Information
Contact
Default Values
Discount
Document Information
Clarification Request
Procurement Folder: 1394254
Procurement Type: Central Master Agreement
Vendor ID: VS0000012883
Legal Name: RN EXPERTISE INC
Alias/DBA:
Total Bid: $87,873.60
Response Date: 04/29/2024
Response Time: 12:44
Responded By User ID: steele7177
First Name: Christine
Last Name: Steele
Email: rnexinc@aol.com
Phone: 407-321-8611
SO Doc Code: CRFQ
SO Dept: 0803
SO Doc ID: DOT2400000085
Published Date: 4/22/24
Close Date: 4/29/24
Close Time: 13:30
Status: Closed
Solicitation Description: DRUG AND ALCOHOL TESTING 8324C000076
Total of Header Attachments: 2
Total of All Attachments: 2

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

State of West Virginia
Solicitation Response

Proc Folder:	1394254
Solicitation Description:	DRUG AND ALCOHOL TESTING 8324C000076
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-04-29 13:30	SR 0803 ESR04292400000006487	1

VENDOR

VS0000012883
RN EXPERTISE INC

Solicitation Number: CRFQ 0803 DOT2400000085

Total Bid: 87873.60000000000582076609134 **Response Date:** 2024-04-29 **Response Time:** 12:44:10

Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	On-Site Urine Collection	1400.0000	EA	34.500000	48300.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	On-Site Urine Collection - After Hours	10.00000	EA	34.500000	345.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	On-Site Alcohol (Breath) Test	250.00000	EA	10.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	On-Site Alcohol (Breath) Test - After Hours	10.00000	EA	10.000000	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Collector Testimony	1.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Deposition	1.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Expert Witness Testimony	1.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Laboratory Litigation Packages	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Scheduled Clinic Visit - Urine Collections	900.00000	EA	39.330000	35397.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Scheduled Clinic Visit - Alcohol (Breath) Test	20.00000	EA	39.330000	786.60

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Reasonable Suspicion Test-Urine Collection-Business Hours	5.00000	EA	34.500000	172.50

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Reasonable Suspicion Test-Urine Collection-After Hours	5.00000	EA	34.500000	172.50

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Reasonable Suspicion Test-Alcohol Breath Test-Business Hours	5.00000	EA	10.000000	50.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Reasonable Suspicion Test-Alcohol Breath Test-After Hours	5.00000	EA	10.000000	50.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

RN Expertise, Inc.

"For Convenient and Quality Service"

April 27, 2024

WV Department of Administration
Purchasing Division
Attn: John Estep
2019 Washington Street East
Charleston WV 25305

RE: CRFQ 0803 DOT2400000085

Dear Mr. Estep:

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 31 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 through ODAPC. 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

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 22 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 over 16 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 31 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 Greater Orlando Aviation Authority, State of West Virginia DHHR, Trillium Driver Solutions, Arkansas DHS, The Kentucky State Police, The Kentucky Transportation Cabinet, and The Raleigh School District, to name a few. 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 DOT.

We utilize the laboratory services of Abbott formerly Alere, a DHHS SAMHSA certified laboratory and CRL. Abbott(formerly Alere) and CRL have many years of experience in forensic toxicology. All laboratory services for all drug test types and panels will be performed by Alere and CRL. We are contracted with Alere and CRL 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
Medical

Proc Folder:	1394254
Doc Description:	DRUG AND ALCOHOL TESTING 8324C000076
Proc Type:	Central Master Agreement

Reason for Modification:
ADDENDUM NO_1
Vendor Questions and Responses
Bid Opening Moves to 04/29/2024

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-22	2024-04-29 13:30	CRFQ 0803 DOT2400000085	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000012883
Vendor Name : RN Expertise Inc
Address : 214 Hickman Pl Ste 102
Street :
City : Sanford
State : FL **Country :** US **Zip :** 32771
Principal Contact : Christine Steele
Vendor Contact Phone: 407 321-8611 **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X Christine Steele **FEIN#** 59-3172103 **DATE** 4-27-24

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services involving WVDOT agency employees, and individuals proposed to become WVDOT agency employees, in all 55 counties of the State of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	On-Site Urine Collection	1400.00000	EA	34.50	48,300.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	On-Site Urine Collection - After Hours	10.00000	EA	34.50	345.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	On-Site Alcohol (Breath) Test	250.00000	EA	10	2500.

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	On-Site Alcohol (Breath) Test - After Hours	10.00000	EA	10	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collector Testimony	1.00000	DAY	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Deposition	1.00000	DAY	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Expert Witness Testimony	1.00000	DAY	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Laboratory Litigation Packages	1.00000	EA	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Scheduled Clinic Visit - Urine Collections	900.00000	EA	39.33	35,397

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Scheduled Clinic Visit - Alcohol (Breath) Test	20.00000	EA	39.33	786.60

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Reasonable Suspicion Test-Urine Collection-Business Hours	5.00000	EA	34.50	172.50

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Reasonable Suspicion Test-Urine Collection-After Hours	5.00000	EA	34.50	172.50

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Reasonable Suspicion Test-Alcohol Breath Test-Business Hours	5.00000	EA	10	50.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Reasonable Suspicion Test-Alcohol Breath Test-After Hours	5.00000	EA	10	50.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2024-04-10

Exhibit A

Pricing Pages

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. "On-Site" refers to urine or breath collections which are conducted at a DOH, Parkways, or State Rail work location.

The West Virginia Department of Transportation requests your bid on the following services and 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	34.5	48,300.00
On-Site Urine Colleciton- After Hours	10	per test	34.5	345.00
2. On-Site Alcohol (Breath) Test	250	per test	10	2,500.00
On-Site Alcohol (Breath) Test-After Hours	10	per test	10	100.00
3. Professional Services				
Collector Testimony	1	per day	0	0.00
Deposition	1	per day	0	0.00
Expert Witness Testimony	1	per day	0	0.00
Laboratory Litigation Packages	1	each	0	0.00
4. Scheduled Clinic Visits				
Urine Collections	900	per test	39.33	35,397.00
Alcohol (Breath) Test	20	per test	39.33	786.60
5. Reasonable Suspicion Testing -No notice given				
Urine Collection - during business hours	5	per test	34.5	172.50
Urine Colleciton - after hours	5	per test	34.5	172.50
Alcohol(Breath)Test - during business hours	5	per test	10	50.00
Alcohol (Breath) Test - after hours	5	per test	10	50.00
			Total	$ 87,873.60

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

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.

RN Expertise

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2400000085

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)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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.

RN Express Inc.
Company

Authorized Signature

4-27-24
Date

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

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. 111th 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 and,

unless otherwise directed by the Agency in writing, the Office of Technology at 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:_____

Signature:_____

Title:_____

Date:_____

Name of Associate: RN Expert Witness

Signature: [signature]

Title: President

Date: 4/28/24

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF April 20 13
Patrick Morrisey
Attorney General
BY _____

Theodore F. Shults, MS, JD
Chairman
(919) 489-9588

American Association of Medical Review Officers

February 14, 2023

Emily Vives M.D.
Sunny Medical PL
11183 S Orange Blossom TrlSte D
Orlando, FL 32837

Dear Dr. Vives:

Thank you for participating in the AAMRO recertification examination. I am pleased to inform you that based on your examination results; you have met AAMRO's criteria for recertification.

Your AAMRO number is the same: [redacted]
Your new certification expiration date is: **02/09/2028**

If your subscription/membership to the online MRO Center at http://www.aamro.com is up-to-date please make sure it is activated! If not contact AAMRO to pay for the annual membership. You will find a searchable database with back issues of MRO ALERT, state laws, federal regulations and guidance. This will be a valuable resource for your MRO practice.

If you do not know or have a Username to access the MRO Center, please send an email to bbrandon@aamro.com or call 800-489-1839. We can provide your Username only, because we do not have access to your Password.

Your name and phone number you provided are listed in the AAMRO Registry of Certified MROs on our website at www.aamro.com. Enclosed is verification letter and CME documents. If you wish to make changes, you can contact us or change your record online using your MRO Center sign-in information.

An update sticker for your AAMRO wall certificate is attached to this letter. The verification letter, showing the dates of your certification and recertification, will be useful to present to employers, laboratories, and others who need to verify your MRO status.

Sincerely,

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

Enclosures

DEPARTMENT OF HEALTH AND HUMAN SERVICES

National Institutes of Health

National Center for Advancing Translational Sciences; Notice of Closed Meeting

Pursuant to section 1009 of the Federal Advisory Committee Act, as amended, notice is hereby given of the following meeting.

The meeting will be closed to the public in accordance with the provisions set forth in sections 552b(c)(4) and 552b(c)(6), title 5 U.S.C., as amended. The contract proposals and the discussions could disclose confidential trade secrets or commercial property such as patentable material, and personal information concerning individuals associated with the contract proposals, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Name of Committee: National Center for Advancing Translational Sciences Special Emphasis Panel; TRND 5: Pharmacology Studies, Animal Model Development & Related Services for Drug Development..

Date: November 15, 2023.

Time: 1:00 p.m. to 4:30 p.m.

Agenda: To review and evaluate contract proposals.

Place: National Center for Advancing Translational Sciences, National Institutes of Health, 6701 Democracy Blvd., Room 1073, Bethesda, MD 20892 (Virtual Meeting).

Contact Person: M. Lourdes Ponce, Ph.D., Scientific Review Officer, Office of Scientific Review, National Center for Advancing Translational Sciences, National Institutes of Health, 6701 Democracy Blvd., Room 1073, Bethesda, MD 20892, 301–435–0810, *lourdes.ponce@nih.gov.*

(Catalogue of Federal Domestic Assistance Program Nos. 93.859, Pharmacology, Physiology, and Biological Chemistry Research; 93.350, B—Cooperative Agreements; 93.859, Biomedical Research and Research Training, National Institutes of Health, HHS)

Dated: September 26, 2023.

Melanie J. Pantoja,

Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2023–21599 Filed 9–29–23; 8:45 am]

BILLING CODE 4140–01–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).

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

SUPPLEMENTARY INFORMATION: In accordance with Section 9.19 of the 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.*

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 to conduct 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 to conduct oral fluid testing.

HHS-Certified Laboratories Approved 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 Approved 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 Approved 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

Desert Tox, LLC, 5425 E Bell Rd, Suite 125, Scottsdale, AZ 85254, 602–457–5411/623–748–5045

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 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)

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

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

US 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

* 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.

Anastasia D. Flanagan,

Public Health Advisor, Division of Workplace Programs.

[FR Doc. 2023–21689 Filed 9–29–23; 8:45 am]

BILLING CODE 4162–20–P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA–2023–0002]

Changes in Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: Notice.

SUMMARY: New or modified Base (1-percent annual chance) Flood Elevations (BFEs), base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations, and/or regulatory floodways (hereinafter referred to as flood hazard determinations) as shown on the indicated Letter of Map Revision (LOMR) for each of the communities listed in the table below are finalized. Each LOMR revises the Flood Insurance Rate Maps (FIRMs), and in some cases the Flood Insurance Study (FIS) reports, currently in effect for the listed communities.

DATES: Each LOMR was finalized as in the table below.

ADDRESSES: Each LOMR is available for inspection at both the respective Community Map Repository address listed in the table below and online through the FEMA Map Service Center at *https://msc.fema.gov.*

FOR FURTHER INFORMATION CONTACT: Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646–7659, or (email) *patrick.sacbibit@fema.dhs.gov;* or visit the FEMA Mapping and Insurance eXchange (FMIX) online at *https://www.floodmaps.fema.gov/fhm/fmx_main.html.*

8.3 Reports: Vendor shall provide to the Agency quarterly random testing reports showing the selected employees and shall provide by February 15th each year an annual summary, on a calendar year basis, reporting the number of drug and alcohol tests within each testing category. Annual drug and alcohol testing reports must show DOT-regulated employees' information separately from non-regulated employees' testing information. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor shall designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during regular business hours to address any customer service or other issues related to this Contract. Vendor is to list its Contract manager and his or her contact information below.

Contract Manager: Christine Stark
Telephone Number: 407 321-7611
Fax Number: 407 321-6164
Email Address: RNSinc@aol.com

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.

(Printed Name and Title) Christine Steele

(Address) 214 Hickman Dr Ste 102 Sanford fl 32771

(Phone Number) / (Fax Number) 407-321-8611 / 407 321-6111

(email address) RNExInc@aol.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

RN Expertise Inc
(Company)

Christine Steele
(Signature of Authorized Representative)

Christine Steele President 4-27-24
(Printed Name and Title of Authorized Representative) (Date)

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

RNExInc@aol.com
(Email Address)

RN Expertise, Inc.

"For Convenient and Quality Service"

April 27, 2024

WV Department of Administration
Purchasing Division
Attn: John Estep
2019 Washington Street East
Charleston WV 25305

RE: CRFQ 0803 DOT2400000085

Dear Mr. Estep:

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 31 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 through ODAPC. 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

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 22 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 over 16 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 31 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 Greater Orlando Aviation Authority, State of West Virginia DHHR, Trillium Driver Solutions, Arkansas DHS, The Kentucky State Police, The Kentucky Transportation Cabinet, and The Raleigh School District, to name a few. 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 DOT.

We utilize the laboratory services of Abbott formerly Alere, a DHHS SAMHSA certified laboratory and CRL. Abbott(formerly Alere) and CRL have many years of experience in forensic toxicology. All laboratory services for all drug test types and panels will be performed by Alere and CRL. We are contracted with Alere and CRL 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
Medical

Proc Folder:	1394254
Doc Description:	DRUG AND ALCOHOL TESTING 8324C000076
Proc Type:	Central Master Agreement

Reason for Modification:
ADDENDUM NO_1
Vendor Questions and Responses
Bid Opening Moves to 04/29/2024

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-22	2024-04-29 13:30	CRFQ 0803 DOT2400000085	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000012883
Vendor Name : RN Expertise Inc
Address : 214 Hickman Pl Ste 102
Street :
City : Sanford
State : FL **Country :** US **Zip :** 32771
Principal Contact : Christine Steele
Vendor Contact Phone: 407 321-8611 **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X Christine Steele **FEIN#** 59-3172103 **DATE** 4-27-24

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services involving WVDOT agency employees, and individuals proposed to become WVDOT agency employees, in all 55 counties of the State of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	On-Site Urine Collection	1400.00000	EA	34.50	48,300.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	On-Site Urine Collection - After Hours	10.00000	EA	34.50	345.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	On-Site Alcohol (Breath) Test	250.00000	EA	10	2500.

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	On-Site Alcohol (Breath) Test - After Hours	10.00000	EA	10	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collector Testimony	1.00000	DAY	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Deposition	1.00000	DAY	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Expert Witness Testimony	1.00000	DAY	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Laboratory Litigation Packages	1.00000	EA	0	0

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Scheduled Clinic Visit - Urine Collections	900.00000	EA	39.33	35,397

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Scheduled Clinic Visit - Alcohol (Breath) Test	20.00000	EA	39.33	786.60

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Reasonable Suspicion Test-Urine Collection-Business Hours	5.00000	EA	34.50	172.50

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Reasonable Suspicion Test-Urine Collection-After Hours	5.00000	EA	34.50	172.50

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Reasonable Suspicion Test-Alcohol Breath Test-Business Hours	5.00000	EA	10	50.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Reasonable Suspicion Test-Alcohol Breath Test-After Hours	5.00000	EA	10	50.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
DRUG AND ALCOHOL TESTING SERVICES, INCLUDING BUT NOT LIMITED TO, RANDOM, PRE-EMPLOYMENT, REASONABLE SUSPICION/CAUSE, POST ACCIDENT/INCIDENT, RETURN TO DUTY/FOLLOW UP AND ANY OTHER DRUG AND OR ALCOHOL TESTING SERVICE DEEMED NECESSARY BY WVDOT

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2024-04-10

Exhibit A

Pricing Pages

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. "On-Site" refers to urine or breath collections which are conducted at a DOH, Parkways, or State Rail work location.

The West Virginia Department of Transportation requests your bid on the following services and 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	34.5	48,300.00
On-Site Urine Colleciton- After Hours	10	per test	34.5	345.00
2. On-Site Alcohol (Breath) Test	250	per test	10	2,500.00
On-Site Alcohol (Breath) Test-After Hours	10	per test	10	100.00
3. Professional Services				
Collector Testimony	1	per day	0	0.00
Deposition	1	per day	0	0.00
Expert Witness Testimony	1	per day	0	0.00
Laboratory Litigation Packages	1	each	0	0.00
4. Scheduled Clinic Visits				
Urine Collections	900	per test	39.33	35,397.00
Alcohol (Breath) Test	20	per test	39.33	786.60
5. Reasonable Suspicion Testing -No notice given				
Urine Collection - during business hours	5	per test	34.5	172.50
Urine Colleciton - after hours	5	per test	34.5	172.50
Alcohol(Breath)Test - during business hours	5	per test	10	50.00
Alcohol (Breath) Test - after hours	5	per test	10	50.00
			Total	$ 87,873.60

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

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.

RN Expertise

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2400000085

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)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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.

RN Express Inc.
Company

Authorized Signature

4-27-24
Date

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

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. 111th 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 and,

unless otherwise directed by the Agency in writing, the Office of Technology at 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:_____

Signature:_____

Title:_____

Date:_____

Name of Associate: RN Expert Witness

Signature: [signature]

Title: President

Date: 4/28/24

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF April 20 13
Patrick Morrisey
Attorney General
BY _____

Theodore F. Shults, MS, JD
Chairman
(919) 489-9588

American Association of Medical Review Officers

February 14, 2023

Emily Vives M.D.
Sunny Medical PL
11183 S Orange Blossom TrlSte D
Orlando, FL 32837

Dear Dr. Vives:

Thank you for participating in the AAMRO recertification examination. I am pleased to inform you that based on your examination results; you have met AAMRO's criteria for recertification.

Your AAMRO number is the same: [redacted]
Your new certification expiration date is: **02/09/2028**

If your subscription/membership to the online MRO Center at http://www.aamro.com is up-to-date please make sure it is activated! If not contact AAMRO to pay for the annual membership. You will find a searchable database with back issues of MRO ALERT, state laws, federal regulations and guidance. This will be a valuable resource for your MRO practice.

If you do not know or have a Username to access the MRO Center, please send an email to bbrandon@aamro.com or call 800-489-1839. We can provide your Username only, because we do not have access to your Password.

Your name and phone number you provided are listed in the AAMRO Registry of Certified MROs on our website at www.aamro.com. Enclosed is verification letter and CME documents. If you wish to make changes, you can contact us or change your record online using your MRO Center sign-in information.

An update sticker for your AAMRO wall certificate is attached to this letter. The verification letter, showing the dates of your certification and recertification, will be useful to present to employers, laboratories, and others who need to verify your MRO status.

Sincerely,

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

Enclosures

DEPARTMENT OF HEALTH AND HUMAN SERVICES

National Institutes of Health

National Center for Advancing Translational Sciences; Notice of Closed Meeting

Pursuant to section 1009 of the Federal Advisory Committee Act, as amended, notice is hereby given of the following meeting.

The meeting will be closed to the public in accordance with the provisions set forth in sections 552b(c)(4) and 552b(c)(6), title 5 U.S.C., as amended. The contract proposals and the discussions could disclose confidential trade secrets or commercial property such as patentable material, and personal information concerning individuals associated with the contract proposals, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Name of Committee: National Center for Advancing Translational Sciences Special Emphasis Panel; TRND 5: Pharmacology Studies, Animal Model Development & Related Services for Drug Development..

Date: November 15, 2023.

Time: 1:00 p.m. to 4:30 p.m.

Agenda: To review and evaluate contract proposals.

Place: National Center for Advancing Translational Sciences, National Institutes of Health, 6701 Democracy Blvd., Room 1073, Bethesda, MD 20892 (Virtual Meeting).

Contact Person: M. Lourdes Ponce, Ph.D., Scientific Review Officer, Office of Scientific Review, National Center for Advancing Translational Sciences, National Institutes of Health, 6701 Democracy Blvd., Room 1073, Bethesda, MD 20892, 301–435–0810, *lourdes.ponce@nih.gov.*

(Catalogue of Federal Domestic Assistance Program Nos. 93.859, Pharmacology, Physiology, and Biological Chemistry Research; 93.350, B—Cooperative Agreements; 93.859, Biomedical Research and Research Training, National Institutes of Health, HHS)

Dated: September 26, 2023.

Melanie J. Pantoja,

Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2023–21599 Filed 9–29–23; 8:45 am]

BILLING CODE 4140–01–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).

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

SUPPLEMENTARY INFORMATION: In accordance with Section 9.19 of the 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.*

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 to conduct 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 to conduct oral fluid testing.

HHS-Certified Laboratories Approved 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 Approved 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 Approved 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

Desert Tox, LLC, 5425 E Bell Rd, Suite 125, Scottsdale, AZ 85254, 602–457–5411/623–748–5045

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 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)

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

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

US 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

* 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.

Anastasia D. Flanagan,

Public Health Advisor, Division of Workplace Programs.

[FR Doc. 2023–21689 Filed 9–29–23; 8:45 am]

BILLING CODE 4162–20–P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA–2023–0002]

Changes in Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: Notice.

SUMMARY: New or modified Base (1-percent annual chance) Flood Elevations (BFEs), base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations, and/or regulatory floodways (hereinafter referred to as flood hazard determinations) as shown on the indicated Letter of Map Revision (LOMR) for each of the communities listed in the table below are finalized. Each LOMR revises the Flood Insurance Rate Maps (FIRMs), and in some cases the Flood Insurance Study (FIS) reports, currently in effect for the listed communities.

DATES: Each LOMR was finalized as in the table below.

ADDRESSES: Each LOMR is available for inspection at both the respective Community Map Repository address listed in the table below and online through the FEMA Map Service Center at *https://msc.fema.gov.*

FOR FURTHER INFORMATION CONTACT: Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646–7659, or (email) *patrick.sacbibit@fema.dhs.gov;* or visit the FEMA Mapping and Insurance eXchange (FMIX) online at *https://www.floodmaps.fema.gov/fhm/fmx_main.html.*

8.3 Reports: Vendor shall provide to the Agency quarterly random testing reports showing the selected employees and shall provide by February 15th each year an annual summary, on a calendar year basis, reporting the number of drug and alcohol tests within each testing category. Annual drug and alcohol testing reports must show DOT-regulated employees' information separately from non-regulated employees' testing information. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor shall designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during regular business hours to address any customer service or other issues related to this Contract. Vendor is to list its Contract manager and his or her contact information below.

Contract Manager: Christine Stark
Telephone Number: 407 321-7611
Fax Number: 407 321-6164
Email Address: RNSinc@aol.com

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.

(Printed Name and Title) Christine Steele

(Address) 214 Hickman Dr Ste 102 Sanford fl 32771

(Phone Number) / (Fax Number) 407-321-8611 / 407 321-6111

(email address) RNExInc@aol.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

RN Expertise Inc
(Company)

Christine Steele
(Signature of Authorized Representative)

Christine Steele President 4-27-24
(Printed Name and Title of Authorized Representative) (Date)

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

RNExInc@aol.com
(Email Address)