

12/21/23 11:05:22  
WV Purchasing Division

**VENDOR NAME: HealthPath LLC**

**BUYER: Larry D. McDonnell**

**SOLICITATION NO.: CRFQ 0907 RNB2400000007\_2**

**BID OPENING DATE: December 21, 2023**

**BID OPENING TIME: 1:30 PM EST**

**FAX NUMBER: 304-558-3970**

This is a hardcopy of  
our electronically submitted  
Bid.

This bid was submitted via  
WVOasis VSS.

Thank you,

Melinda Stecklin  
healthpath23@gmail.com  
(304) 989-1986



Melinda Stoecklin  
Vendor

# Solicitation Response (SR)

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HEALTH PATH LLC  
VENDOR ID  
VS0000043258

SR-0907-ESR12192300000002882

▼ Group 1 Default Commodity Group

Number of Lines: 4

Line Number	Commodity Line Details	My Offer		
1	<b>Commodity Description</b> The amount of the this Budget is for services from December 15, 2023 thru December 14, 2024.	<b>Response Type</b> Bid	<b>Unit Price</b> \$17,853.00	<a href="#">Additional Specs</a>
		<b>Total</b> \$214,236.00	<b>Delivery Days</b> 1	
		<b>Alternate Specs Submitted</b> No		
		<b>Comments</b> Unit Price is per month		
	<b>Commodity Specifications</b>			
	<b>Requested Quantity</b> 12.00000 Month			



2

**Commodity  
Description**For Option  
Year #2**Commodity  
Specifications****Requested  
Quantity**  
12.00000  
Month**Response Type**

Bid

**Total**

\$214,236.00

**Alternate Specs Submitted**

No

**Comments****Unit Price**

\$17,853.00

**Delivery Days**

1

[Additional Specs](#)

3

**Commodity  
Description**For Option  
Year #3**Commodity  
Specifications****Requested  
Quantity**  
12.00000  
Month**Response Type**

Bid

**Total**

\$214,236.00

**Alternate Specs Submitted**

No

**Comments****Unit Price**

\$17,853.00

**Delivery Days**

1

[Additional Specs](#)

4

**Commodity  
Description**For Option  
Year #4**Commodity  
Specifications****Requested  
Quantity**  
12.00000  
Month**Response Type**

Bid

**Total**

\$214,236.00

**Alternate Specs Submitted**

No

**Comments****Unit Price**

\$17,853.00

**Delivery Days**

1

[Additional Specs](#)[About](#)[Privacy](#)[Important Links](#)[Accessibility](#)

WVOASIS

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Shakedown

HEALTHPATH LLC  
Vendor ID VS00000043258

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ RNB24\*07**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

**HealthPath LLC**

Company



Authorized Signature

**12/18/2023**

Date

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

Revised 6/8/2012



**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) Melinda Stoecklin COO/ Chief Training Officer

(Address) 110 Association Drive, Charleston WV 25311

(Phone Number) / (Fax Number) (304) 989-1986 (304) 825-5650

(email address) healthpath23@gmail.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.

HealthPath LLC

(Company) 

(Signature of Authorized Representative)

Melinda Stoecklin COO/ Chief Training Officer

(Printed Name and Title of Authorized Representative) (Date)

(304) 989-1986 (304) 825-5650

(Phone Number) (Fax Number)

healthpath23@gmail.com

(Email Address)

**Submission Deadline**  
**12/21/2023**

**Department of Administration**  
**Purchasing Division, Chas. WV**  
**Submission CRFQ 0907 RNB2400000007**

1. RFQ Submission Purpose
2. About HealthPath Professional Monitoring Program
  - a. Mission Statement
  - b. Vision Statement
3. Components of Referral, Treatment & Monitoring Mgt.
  - a. Intake / Evaluations
  - b. Treatment Referral / Completion
  - c. Consistent Accountability
  - d. Intra-Agency Transparency
4. HealthPath Professional Monitoring Program Impact
  - a. Current Projects and Impact
  - b. Future Plans and Impact
5. Clinical Team
6. Senior Management Team
7. Contact Information

### **RFQ Submission**

#### **HealthPath Professional Monitoring Program**

It is our pleasure to submit this response to the WV Restore -Referral, Treatment & Monitoring Management Solicitation CRFQ 0907 RNB2400000007. HealthPath Professional Monitoring Program was developed by a team of nurses committed to the health and well-being of West Virginia. We have designed the program to meet the needs of registered nurses, students, applicants who are licensed, registered, certified, and/or regulated by the West Virginia Board of Nursing under Chapter 30, Article 7, et. seq. of the West Virginia Code. The program is designed to assist Nurses or other health professionals with SUD/AUD/OD and other mental health conditions that may interfere with their ability to practice safely in the workplace. We are confident that we can provide nurses, students and other health professionals in West Virginia with a program that will meet or exceed the expectations of all vested entities including the Board of Nursing, employers, regulatory agencies, and the health professional who is impacted by SUD/AUD/OD or other mental health conditions.

## **HealthPath Professional Monitoring Program**

The HealthPath Professional Monitoring Program is a robust program that will provide support and accountability to nurses and other health professionals on their journey to long-term recovery. Through our steadfast commitment and collaborative efforts with key stakeholders, including treatment centers, regulatory and licensing agencies, employers, clinicians and the nursing community in West Virginia, HealthPath will provide the services needed to protect patient safety and assist nurses on a path toward healing and sustained recovery.

The HealthPath Professional Monitoring program is a program developed by HealthPath, LLC. We have partnered with a team of physicians, nurses and therapists who have many years of demonstrated experience in developing and managing alternative to discipline programs for state boards of nursing. Our dedicated team provides the highest quality service and accountability to protect healthcare consumers by seeking early identification and evidence-based treatment opportunities for nurses and other healthcare professionals who struggle with SUD/AUD/ODU or other mental health conditions that could impair their ability to practice safely in the workplace.

### **Mission Statement**

To improve patient safety and workplace well-being through early identification and access to evidence-based treatment for nurses and other healthcare professionals who struggle with SUD/AUD/ODU or other mental health conditions that could impair their ability to practice safely in the workplace.

### **Vision Statement**

To improve health and safety in West Virginia by supporting the well-being of nurses and other health professionals who provide direct or indirect care to the citizens of West Virginia.

### **Our Promise**

We will provide nurses, students and other health professionals with the tools and resources they need to maintain successful long-term recovery.

### **Components of the HealthPath Professional Monitoring Program**

The HealthPath Professional Monitoring Program provides practical and evidence-based means for evaluating, treating, monitoring, and managing nurses with SUD/AUD/ODU or other mental health conditions that may interfere with safe practice. This is accomplished through standardized processes for evaluating and making recommendations that are individualized to the specific needs of each participant. Our program focuses on the four essential Principles that are the foundation of Professional Monitoring and Wellness.

1. Appropriate and effective intake and evaluation process.
2. Unbiased, appropriate, and individualized treatment referral.
3. Participant accountability with advocacy and reporting.
4. Complete and timely transparency between all vested parties.

## **The Process Defined**

### **1. Intake Process (defined)**

Individuals who self-report or are mandated by an employer to report to the monitoring program will immediately connect with case management. They will be scheduled for an initial screening within 72 hours. They will be given instructions on moving forward with the monitoring program and provided evaluator information within 5 calendar days of initial contact, thus being responsible to set up an evaluation with approved evaluators and inform case management of the scheduled evaluation date.

### **2. Evaluation Process (defined)**

Participant will arrange for a comprehensive medical and psychological evaluation by an approved evaluator. This assessment will explore the nature and extent of the impairment, as well as recommended treatment options. To become an approved evaluator, a provider must submit a detailed application verifying they are able to meet the standards required to be able to conduct a comprehensive evaluation of a healthcare professional.

### **3. Referral to appropriate Treatment**

The program will work with the individual to coordinate their referral to a treatment program that meets the criteria mandated by Agency.

Case management will provide 3-4 options of approved treatment centers that provide healthcare specific treatment tracks. Treatment recommendations will be determined in conjunction with collateral information from all vested parties including but not limited to the WV BON and WV OAG.

### **4. Ongoing Monitoring Accountability (RMA) (Describe this process)**

While the individual is in treatment, the Program will continue communication with the provider, receiving updates on their clinical progress. Following discharge, the individual will be responsible for ongoing random toxicology testing, as well as quarterly check-ins with their treatment provider, which will be shared with the monitoring program.

During this time, the individual will be assessed for appropriateness to return to work. Length of monitoring contract will be determined in conjunction with collateral information from all vested parties including but not limited to: WV BON & WV OAG.

### **Impact & Future Direction**

The immediate and long-term impact of the HealthPath Professional Monitoring Program will be noticeable on many levels.

#### **1. Increased partnerships with Treatment Providers who specialize in Professional Recovery programs.**

HealthPath is currently working with treatment providers including 7 Summit Pathways LLC, to assure easy access and availability of appropriate treatment for Nurses and other health professionals. We are working with programs that specialize in treatment for health professionals to ensure all nurses have access to affordable and appropriate treatment in West Virginia. 7 Summit Pathways is expanding their current Professional Track IOP into the Charleston area and it will be available to participants statewide by March 2024.

#### **2. Increased collaboration through Expanded partnerships with Clinicians, therapists, nurse health coaches, professional organizations, and the Nursing Community at large.**

HealthPath is currently working with Clinicians, therapists, nurse health coaches throughout West Virginia to ensure access to affordable services and to ensure ongoing support with after-care services. HealthPath is also planning nurse wellness events throughout the State to encourage and support wellbeing.

#### **3. Increased accessibility of collection sites for participants.**

HealthPath will Partner with third-party organization to provide participants with collection options in their local community throughout the state of West Virginia.

#### **4. Implementation of a Special Needs fund**

HealthPath is partnering with organizations throughout the state, creating programs that focus on physical and mental wellbeing, gaining sponsorship and developing a special needs fund for nurses. HealthPath Outreach Inc. is a 501C3 established solely for this purpose.

#### **6. Increased accountability of Participants**

Healthpath aims to improve accountability through programs like SoberLink, as well as regular communication with nurse support group facilitators and peer mentors.

#### **7. Increased Support through Development of a Peer Mentorship program**

Healthpath aims to improve accountability and long-term recovery outcomes through development of a peer mentor program. We will provide aftercare services to all participants enrolled in monitoring and we will immediately work toward development of a nurse mentoring program that will encourage nurses who complete the program to use their experience, strength and hope to help other nurses.

Our peer mentor program will improve accountability by providing guidance, support, and a sense of community. It will encourage individuals to take responsibility for their actions and foster an environment of professional growth.

## **8. Quality Improvement**

Healthpath will ensure best outcomes through a quality improvement program that will focus on continuously monitoring, analyzing, and making improvements to the program based on data that will be collected and feedback obtained.

### **HealthPath Professional Monitoring Program Team**

(The WV Restore program will be staffed per the requirements of the West Virginia RFQ / RFP Contract)

#### **Clinical Team**

##### ***Dr. Lawrence Wilson, MD, MRO, ABAM, FASAM***

Serves as Medical director and CEO of Seven Summit Pathways Treatment and Recovery Center providing Detox, residential care, PHP and Intensive outpatient treatment for nurses and other health professionals.

Certified Medical Review Officer (2012-present)

Fellow, American Society of Addiction Medicine

Adjunct Clinical Assistant Professor University of Florida College of Medicine, Dept. of Psychiatry/Division of Addiction Medicine

##### ***Joann Megon, RN, BSN Program Director***

Served as Executive director and president of the Board of Directors of Pennsylvania Nurse Assistance Program (PNAP) and Pharmacy Monitoring & Peer Assistance Program from 2018-2023. Provided case management services including monitoring, peer assistance for both organizations from 2009-2018. Her role as Executive director included oversight for the development and implementation of policies and procedures, supervising program staff, developing and maintaining relationships with treatment providers, employers, educational facilities, the Board of Pharmacy and Board of Nursing in PA.

##### ***Kathie E. Simpson, R.N. Consultant***

Served as Executive Director and president of the Board of Directors of Pennsylvania Nurse Assistance Program (PNAP) and Pharmacy Monitoring & Peer Assistance Program from 2003-2018. Serves as Advisor to the Nurse Health Program under Pennsylvania Medical Society Physician Health Program.

##### ***Melinda Stoecklin, MSN, RN, CNE, RCP*** (CV attached), Clinical Case Mgr.

Experienced in coordinating all aspects of patient care including assessment, creating plan of care, identifying, and implementing appropriate interventions, coordinating care with other health professionals, 19 years of experience in Nursing education, development of continuing education, curriculum development. Recently completed Case Manager Remote Course for nurses and was approved for National Certification.

## **HealthPath Professional Monitoring Program Senior Management Team**

### ***Dr. Lawrence Wilson, MD, MRO, ABAM, FASAM***

Served as Medical director and CEO of Seven Summit Pathways Treatment and Recovery Center providing Detox, residential care, PHP and Intensive outpatient treatment for nurses and other health professionals.

Certified Medical Review Officer (2012-present)

Fellow, American Society of Addiction Medicine

Adjunct Clinical Assistant Professor University of Florida College of Medicine, Dept. of Psychiatry/Division of Addiction Medicine

### ***Loretta A. Bostic, DNP, APRN, CRNA, PMHNP-BC***

Board Certified in Nurse Anesthesia (CRNA)

Psychiatric Mental Health Nurse Practitioner (PMHNP-BC)

4 years of experience as an APRN treating patients with SUD/AUD/OD.

10 years of experience providing direct care to patients with SUD/AUD/OD and other mental health conditions.

Served as Director of Behavioral Health Services, Med. Surg Physicians Group (2020-2021)

Served on West Virginia Board of Nursing (2009 – 2021)

Served on the National Quality Forum for Behavioral Health (2020-2022)

Served as Regional Advisor AANA Peer Advisory Council (2009-present)

### **Michelle Steele**

20+ years experience in accounting services; owns and operates Michelle Steele Accounting Services and Michelle Steele Trustee Services of WV, Serves as fiduciary for Veteran population, 5 years experience with grant accounting providing oversight for Federal grants in West Virginia, serves as federal trustee for United States Bankruptcy court.

### **Ansley Westbrook, Esquire**

Juris Doctorate, 20 years of experience in administrative law, Extensive experience working with alternative to discipline programs, working knowledge of Nurse Practice Act in WV and knowledge of the requirements for monitoring healthcare professionals.

### **Qualifications and Mandatory Requirements. (CRFQ 0907 RNB2400000007)**

1. Documented experience providing intervention, assessment, monitoring
2. Full time director, preferably RN, licensed in WV
3. Certified Medical Review Officer ASAM Certified
4. CE Provider
5. Policy and Procedure
6. Confidential answering system, return calls if needed

Thank you for the opportunity to bid on this project. We are confident that we can provide nurses, students, and other health professionals in West Virginia with a program that will meet or exceed the expectations of all vested entities including the Board of Nursing, employers, regulatory agencies, and the health professional who is impacted by SUD/AUD/ODU or other mental health conditions. Thank you again for your consideration to serve the state of West Virginia. We have included additional information by attachment.

### **3.1.1 QUALIFICATIONS AND MANDATORY REQUIREMENTS**

#### **3.1.1.1**

Documented experience providing intervention, assessment/initial evaluation, referral to appropriate resources, and monitoring of individuals experiencing mental health or substance use conditions that are, or likely to be, job impairing and facilitating return to safe practice. This experience shall include the above for alternative to discipline programs for state regulatory boards, preferably nursing. The vendor must provide documentation upon request and prior to the award of the contract.

#### **RESPONSE:**

##### **3.1.1.1**

HealthPath, in the administration of the WV Restore program, agrees to provide qualified staff with documented experience providing intervention, assessment/initial evaluation, referral to appropriate resources, and monitoring of individuals experiencing mental health or substance use conditions that are, or likely to be, job impairing and facilitating return to safe practice. Staff will demonstrate experience specific to state nursing board alternative to discipline programs (see attached Curricula vitae for HealthPath Clinical Team).

##### **3.1.1.2**

Employ a full-time Director, who shall be a licensed professional, preferably a Registered Nurse, whose primary responsibility is the management of the program. Education and experience will be deemed appropriate by the Agency. The vendor must provide documentation upon request and prior to the award of the contract.

#### **RESPONSE:**

##### **3.1.1.2**

HealthPath, in the administration of the WV Restore program, agrees to employ a full-time Director, who shall be a licensed professional whose primary responsibility is the management of the program. Education and experience will be deemed appropriate by the Agency.



Joanne Megon RN will serve as Program Director, with her primary responsibility being management of the program. She has more than 10 years of experience working with state board alternative to discipline programs. Additionally, she has 5 years of experience serving as director of an alternative to discipline monitoring program for nurses in Pennsylvania. Education and experience are detailed in the attached Curriculum Vitae. (see attached Curricula vitae).

#### **3.1.1.3**

Employ or contract for the services of a certified Medical Review Officer (MRO) by the Medical Review Officer Certification Council. The MRO must be certified by the American Society of Addiction Medicine. The vendor must provide documentation upon request and prior to the award of the contract.

#### **RESPONSE:**

#### **3.1.1.3**

HealthPath, in the administration of the WV Restore program will employ or contract for the services of a certified Medical Review Officer (MRO) by the Medical Review Officer Certification Council. Dr. Lawrence S. Wilson will serve as the Medical Review Officer. He is certified by the American Society of Addiction Medicine and has many years of experience working with regulatory agencies and serving as MRO. Credentials, education, and experience are detailed in the attached Curriculum Vitae (see attached Curricula vitae).

#### **3.1.1.4**

Employ unencumbered WV licensed professionals, including but not limited to registered nurses, who perform as a case manager to provide monitoring and support to the participants. The vendor must provide documentation upon request and prior to the award of the contract.

#### **RESPONSE:**

#### **3.1.1.4**

HealthPath, in the administration of the WV Restore program, will employ unencumbered WV licensed professionals, including but not limited to registered nurses, who perform as case managers to provide monitoring and support to the participants. Melinda Stoecklin, RN, MSN will serve as a case manager to provide monitoring and support to the participants. She will serve as a compliance analyst partnering with the participant and assisting in referrals, treatment, and ongoing monitoring. Credentials, education, and experience are detailed in the attached Curriculum Vitae (see attached Curricula vitae).

**3.1.1.5**

The case manager will serve as a compliance analyst who "partners" with the participant and assists with referral, treatment, and monitoring tasks. Each case manager must meet with each assigned participant at the outset of entry into WVR. Thereafter, the case manager must meet with each assigned participant on a regular basis or as needed to assess the participant's progress in rehabilitation.

**RESPONSE:****3.1.1.5**

HealthPath affirms that the case manager will serve as a compliance analyst who "partners" with the participant and assists with referral, treatment, and monitoring tasks. HealthPath affirms that the case manager will meet with each assigned participant at the outset of entry into WVR. Thereafter, the case manager will meet with each assigned participant regularly and as needed to assess the participant's progress in rehabilitation.

**3.1.1.6**

Employ an adequate number of staff and staffing to effectively administer the program and provide the services identified in the contract. The staffing shall be approved by the Agency.

**RESPONSE:****3.1.1.6**

HealthPath has assembled a team of professionals specifically sought out and qualified to effectively administer the WVR program and provide the services identified in the contract. Curricula Vitae and Biographical summaries are provided for Agency approval. Additional staff will be added as program and participant needs warrant.

**3.1.1.7**

Must be (or obtain) an approved provider of nursing continuing education in West Virginia.

**RESPONSE:****3.1.1.7**

HealthPath is an approved provider of nursing continuing education in West Virginia with CE Broker Provider # **50-39904**.

**3.1.1.8**

Operate according to WVR clinical policies and procedures (P&P) approved by the agency. Make recommendations to the agency for revisions to the P&P based on published evidence.

**RESPONSE:****3.1.1.8**

HealthPath, in the administration of the WV Restore program, agrees to operate according to WVR clinical policies and procedures (P&P) approved by the agency and to make recommendations to the agency for revisions to the P&P based on published evidence.

**3.1.1.9**

Keep records in such a manner that a designee of the Agency can review random samples of participant files for compliance by participants who are referred to the monitoring program. The Agency will determine the percentage of files it will review upon request.

**RESPONSE:****3.1.1.9**

HealthPath, in the administration of the WV Restore program, agrees to keep records in such a manner that a designee of the Agency can review random samples of participant files for compliance by participants who are referred to the monitoring program. The Agency will determine the percentage of files it will review upon request.

**3.1.2 Administration and Day-to-Day Operations****3.1.2.1 Operations****3.1.2.1.1**

The vendor services shall be open Monday through Friday from 8:00 am - 4:30 pm EST and follow the same holiday schedule as the federal and state of West Virginia governments. Additionally, the vendor will be available upon special request by a participant or the Agency by appointment. The parties shall agree on any additional service closures, and the vendor will post all closures publicly on the WVR website.

**RESPONSE:****3.1.2.1.1**

HealthPath, in the administration of the WV Restore program, agrees services shall be open Monday through Friday from 8:00 am - 4:30 pm EST and follow the same holiday schedule as the federal and state of West Virginia governments. Additionally, the vendor will be available upon special request by a participant or the Agency by appointment. The parties shall agree on any additional service closures, and the vendor will post all closures publicly on the WVR website.

**3.1.2.1.2**

The vendor shall have a confidential answering procedure approved by the Agency for any calls into WVR after the hours of operation, on weekends and all holidays. When a message raises the possibility of harm or risk, the call will be returned immediately. There shall be a mutually agreed upon triage list for WVR to respond immediately to messages that are approved by the agency.

**RESPONSE:****3.1.2.1.2**

HealthPath, in the administration of the WV Restore program, agrees to have a confidential answering procedure approved by the Agency for any calls into WVR after the hours of operation, on weekends, and on all holidays. When a message raises the possibility of harm or risk, the call will be returned immediately. There shall be a mutually agreed upon triage list for WVR to respond immediately to messages that are approved by the agency.

**3.1.2.1.3**

Collaborate with the selected vendor of the facilitated peer support groups support group administrator by exchanging relevant information regarding participants' adherence to the RMA, providing timely information on discharge and scheduled absence (e.g., return to treatment), and relevant information on participants' commitment, exchange appropriate data related to participant compliance with their RMA.

**RESPONSE:****3.1.2.1.3**

HealthPath, in the administration of the WV Restore program, agrees to collaborate with the selected vendor of the facilitated peer support groups, and support group administrator by exchanging relevant information regarding participants' adherence to the RMA, providing timely information on discharge and scheduled absence (e.g., return to treatment), and relevant information on participants' commitment and to exchange appropriate data related to participant compliance with their RMA.

**3.1.2.1.4**

Operate, maintain, and update the WV Restore website 24 hours per day and 7 days a week. The Agency maintains all intellectual property rights to the website. The Vendor is required to surrender to any passwords or other access information necessary to transfer control of the website to another Vendor upon request. **All content shall be approved by the Agency and includes video tutorials regarding:**

**3.1.2.1.4.1.1**

**Enrollment process in the WVR**

**3.1.2.1.4.1.2**

**Monitoring process while in WVR**

**3.1.2.1.4.1.3**

**Training for worksite monitors****3.1.2.1.4.1.4****Information regarding applying for the need's assistance fund (if available).****3.1.2.1.5****Develop a plan to ensure continuity for persons currently enrolled in the existing program which shall be approved by the agency.****RESPONSE:****3.1.2.1.4**

HealthPath, in the administration of the WV Restore program, agrees to Operate, maintain, and update the WV Restore website 24 hours per day and 7 days a week. HealthPath affirms that the Agency maintains all intellectual property rights to the website and that the Vendor is required to surrender any passwords or other access information necessary to transfer control of the website to another Vendor upon request.

**All content shall be approved by the Agency and includes video tutorials regarding:**

- **Enrollment process in the WVR**
- **Monitoring process while in WVR**
- **Training for worksite monitors**
- **Information regarding applying for the Needs Assistance Fund (if available).**

HealthPath agrees to develop and produce these required video tutorials in cooperation with the Agency with all content approved by the Agency\*\*

HealthPath, in the administration of the WV Restore program, agrees to develop a plan to ensure continuity for persons currently enrolled in the existing program which shall be approved by the agency.

**3.1.2.2 Toxicology Testing and Reporting.****3.1.2.2.1**

**Contract with a third party to conduct random toxicology testing on program participants and provide test reporting as described below.** These laboratories must be certified by The Substance Abuse and Mental Health Services Administration (SAMHSA) or CAP Laboratory Accreditation Program (CAP). The selected Vendor must provide documentation of the certification upon the Agency's request. All testing and reporting must follow the consensus statement from the National Organization of Alternative Programs. The cost of the drug screens is the responsibility of the participant. The program for screening must include facilities at locations throughout the state of West Virginia. The selected vendor must provide documentation upon the Agency's request.

**RESPONSE:****3.1.2.2.1**

HealthPath, in the administration of the WV Restore program, agrees to contract with a third party to conduct random toxicology testing on program participants and provide test reporting as described below. We affirm that these laboratories must be certified by The Substance Abuse and Mental Health Services Administration (SAMHSA) or CAP Laboratory Accreditation Program (CAP) and that the selected Vendor must provide documentation of the certification upon the Agency's request. All testing and reporting must follow the consensus statement from the National Organization of Alternative Programs. The cost of the drug screens is the responsibility of the participant. The program for screening must include facilities at locations throughout the state of West Virginia. The selected vendor must provide documentation upon the Agency's request.

**3.1.2.2.2**

Require the laboratory vendor (or third-party administrator of laboratory services) to provide the capability of obtaining a witnessed urine specimen. Appropriate policies and procedures shall be in place to accomplish this objective and determine which participants shall have witnessed screens. The Agency shall review the policies and procedures prior to the award of the contract. The confirmation test for a specimen initially testing positive for a prohibited substance is confirmed by either gas or liquid chromatography in conjunction with mass spectrometry. The vendor shall complete quality monitoring of the laboratory vendor/services to ensure compliance with program requirements. If the laboratory vendor/services are not compliant, a correction plan shall be required and reported to the Agency within 30 days.

**RESPONSE:****3.1.2.2.2**

HealthPath, in the administration of the WV Restore program, agrees to require the laboratory vendor (or third-party administrator of laboratory services) to provide the capability of obtaining a witnessed urine specimen. Appropriate policies and procedures shall be in place to accomplish this objective and determine which participants shall have witnessed screens. The Agency shall review the policies and procedures prior to the award of the contract. The confirmation test for a specimen initially testing positive for a prohibited substance is confirmed by either gas or liquid chromatography in conjunction with mass spectrometry. The vendor shall complete quality monitoring of the laboratory vendor/services to ensure compliance with program requirements. If the laboratory vendor/services are not compliant, a correction plan shall be required and reported to the Agency within 30 days.

**3.1.2.2.3**

Ensure that the panel of substances to be tested for in each participant's urine drug screen (UDS) must include each participant's "drug(s) of choice," meaning any substance or substances which the participant is known to have been habitually ingesting. Confirm that UDS confirmation cutoff follows the most current consensus statement from the National Organization of Alternative Programs.

**RESPONSE:****3.1.2.2.3**

HealthPath will ensure that the panel of substances to be tested for in each participant's urine drug screen (UDS) must include each participant's "drug(s) of choice," meaning any substance or substances that the participant is known to have been habitually ingesting. HealthPath will Confirm that UDS confirmation cutoff follows the most current consensus statement from the National Organization of Alternative Programs. At the time of this Bid, the most current consensus statement for UDS from the National Organization of Alternative Programs is as follows:

**Minimum Drug Test Panel Recommendations**

Drug/Drug Class	Confirmation Cutoff	Comment
Amphetamine	250 ng/mL	
Ecstasy (MDA, MDMA)	250 ng/mL	
Methamphetamine	250 ng/mL	D/L isomer analysis on all positives
Barbiturates	200 ng/mL	
Benzodiazepines	200 ng/mL	Benzodiazepine panels are not comprehensive. Speak with your laboratory about its panel makeup
Cocaine	100 ng/mL	Target metabolite benzoylecgonine
Methadone	300 ng/mL	
Meperidine	200 ng/mL	
Opiates panel	300 ng/mL	
Including: Codeine, morphine	300 ng/mL	
Hydrocodone, hydromorphone	100 ng/mL	
6-MAM (heroin metabolite)	10 ng/mL	
Oxycodone/oxymorphone	100 ng/mL	
Cannabinoids (THC-A)	15 ng/mL	Currently testing for delta-8-tetrahydrocannabinol and synthetic cannabinoids are not recommended as part of a minimum panel
Tramadol	100 ng/mL	
Ethyl Glucuronide (EtG)/ Ethyl Sulfate (EtS)	500 ng/mL 100 ng/mL	Ethanol testing is not necessary if EtG/EtS is routinely tested for
Fentanyl / Nor-fentanyl	0.75 ng/mL	
Carisoprodol	100 ng/mL	

National Organization of Alternative Programs

<https://alternativeprograms.org/>

Validity Testing	Action Parameters	
Creatinine	<20 mg/dL or ≥2 mg/dL	
Specific Gravity	≤1.0030 or ≥1.0010	Test for Specific Gravity if creatinine <20 mg/dL
Nitrite	>500 mcg/mL	
PH	<4 or ≥ 11	

Additional Drugs for Consideration		
Drug/Drug Class	Confirmation Cutoff	
Phencyclidine	25 ng/mL	
Buprenorphine	5 ng/mL	
Gabapentin/Pregabalin	250 ng/mL	
Methylphenidate	100 ng/mL	
Kratom	5 ng/mL	
Ketamine	50 ng/mL	
Z-drugs (Zaleplon, Zolpidem...)	10 ng/mL	

[https://alternativeprograms.org/resources/Documents/Minimum%20Test%20Panel\\_Final%20Draft\\_2.27.23.pdf](https://alternativeprograms.org/resources/Documents/Minimum%20Test%20Panel_Final%20Draft_2.27.23.pdf)

#### **3.1.2.2.4**

Utilize the current electronic database (Affinity eHealth) to capture and provide immediate access to secure communication with WVR participants, in addition to online “real time” reporting by the nurse participant’s worksite supervisor and nurse support group vendor.

#### **RESPONSE:**

#### **3.1.2.2.4**

HealthPath agrees to “Utilize the current electronic database (Affinity eHealth) to capture and provide immediate access to secure communication with WVR participants, in addition to online “real-time” reporting by the nurse participant’s worksite supervisor and nurse support group vendor.” Transfer of access to this database will follow the WV Board of Nursing protocols and procedures.

#### **3.1.2.2.5**

Require an MRO to validate all positive screens prior to reporting test results to WVR. The MRO must be qualified to testify regarding the accuracy of a drug screen with scientific certainty rule out any possible alternative causes of a positive drug screen result.

#### **RESPONSE:**

#### **3.1.2.2.5**

HealthPath will require an MRO to validate all positive screens before reporting test results to WVR. The MRO must be qualified to testify regarding the accuracy of a drug screen with scientific certainty and rule out any possible alternative causes of a positive drug screen result.

Dr. Lawrence S. Wilson is qualified to testify regarding the accuracy of a drug screen with scientific certainty and rule out any possible alternative causes of a positive drug screen result as evidenced by certification by the American Society of Addiction Medicine. Credentials, education, and experience are detailed in the attached Curriculum Vitae.

### **3.1.3 Reporting Requirements for Involuntary Participants.**

#### **3.1.3.1**

Restore will provide all requested information/reports per the Agency’s guidelines and timelines. Reports must include but may not be limited to positive drug screens, worksite reports not submitted, or WVR receives after that due date, and other noncompliance issues.

#### **RESPONSE:**

#### **3.1.3.1**

HealthPath, in the administration of the WV Restore program, agrees to provide all requested information/reports per the Agency’s guidelines and timelines. Reports will



include but may not be limited to positive drug screens, worksite reports not submitted, received after the due date, and other noncompliance issues.

### **3.1.3.2**

It is the responsibility of the vendor to ensure all reports and information requested by the agency are submitted on or before the requested deadline.

#### **RESPONSE:**

### **3.1.3.2**

HealthPath, in the administration of the WV Restore program, will ensure all reports and information requested by the agency are submitted on or before the requested deadline.

### **3.1.4 Services to Eligible Participants.**

#### **3.1.4.1**

Provide services for students, applicants or licensees who are licensed, registered, certified, and/or regulated by the agency under Chapter 30, Article 7, et. seq. of the West Virginia Code. Should a disagreement over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

#### **RESPONSE:**

#### **3.1.4.1**

HealthPath, in the administration of the WV Restore program, will provide services for students, applicants, or licensees who are licensed, registered, certified, and/or regulated by the agency under *Chapter 30, Article 7, et. seq. of the West Virginia Code*. HealthPath affirms that should a disagreement over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

#### **3.1.4.1.1**

May only disclose information about an agency investigation to the student, applicant, or licensee with written approval of the agency and only to the extent that it is necessary to carry out the vendor's duties.

#### **RESPONSE:**

#### **3.1.4.1.1**

HealthPath, in the administration of the WV Restore program, affirms that it will only disclose information about an agency investigation to the student, applicant, or licensee with the written approval of the agency and only to the extent that it is necessary to carry out the vendor's duties as described in this CRFQ and/or the final contract.

#### **3.1.4.1.2**

**Accept eligible individuals into the rehabilitation program.** The rehabilitation monitoring program may be contacted by the individual student or nurse, or supervisors regarding an individual's need of assistance. Additionally, an eligible individual may be referred to the rehabilitation monitoring program by recommendation or order of the agency.

**RESPONSE:**

**3.1.4.1.2**

HealthPath, in the administration of the Restore program, affirms that it will accept eligible individuals into the rehabilitation program and that the rehabilitation monitoring program may be contacted by the individual student, nurse, or supervisor regarding an individual's need for assistance. Additionally, we affirm that an eligible individual may be referred to the rehabilitation monitoring program by recommendation or order of the Agency (WV Board of Nursing).

**3.1.4.1.3**

The rehabilitation monitoring program shall be explained, and an appointment shall be scheduled for an initial screening within 72 hours of the initial contact. The selected vendor shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the eligible individual fails to participate in the program and in the judgment of the selected vendor, the participant needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency.

**RESPONSE:**

**3.1.4.1.3**

HealthPath, in the administration of the Restore monitoring program, affirms that the rehabilitation monitoring program shall be explained, and an appointment shall be scheduled for an initial screening within 72 hours of the initial contact. HealthPath shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the eligible individual fails to participate in the program and in the judgment of the selected vendor, the participant needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency.

**3.1.4.1.4**

Provide a list of evaluators for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant. Ensure evaluators conduct evaluations and reports are received within 15 business days of the scheduled evaluation date. If the evaluator cannot gather all collaborating information within 15 business days, they are to notify WVR or submit a report with the notation that recommendations may be amended if additional information is obtained. Evaluations may be done using telemedicine following all state and federal statutes, rules, and guidelines.

**RESPONSE:**

**3.1.4.1.4**

HealthPath, in the administration of the Restore program, will provide a list of evaluators for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant. HealthPath will ensure evaluators conduct evaluations and reports are received within 15 business days of the scheduled evaluation date. If the evaluator cannot gather all collaborating information within 15 business days, they are to notify WVR or submit a report with a notation that recommendations may be amended if additional information is obtained. Evaluations may be completed via the use of telemedicine following all state and federal statutes, rules, and guidelines.

#### **3.1.4.1.5**

Ensure all evaluators administer uniform evaluations of students, applicants, or licensees in accordance with current, accepted industry standards. In accordance with program policies conduct training for approved evaluators annually on the program requirements, including standardizing the evaluators on administering uniform evaluations, and provide evidence of participating evaluators and submit this evidence and training materials to the Agency with the next quarterly report.

#### **RESPONSE:**

##### **3.1.4.1.5**

HealthPath, in the administration of the Restore program, will:

- Ensure all evaluators administer uniform evaluations of students, applicants, or licensees following current, accepted industry standards.
- Follow program policies to conduct training annually for approved evaluators on the program requirements, including standardizing the evaluators on administering uniform evaluations,
- Provide evidence of participating evaluators and submit this evidence and associated training materials to the Agency with the next quarterly report.

#### **3.1.4.1.6**

**Provide a list of appropriate treatment providers for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant.** The vendor shall refer the participant to a facility that is able to provide the appropriate assessment and treatment for the individual. This assessment will include aftercare, monitoring, and re-entry after treatment. Specific recommendations concerning the scope of practice, restrictions concerning handling, administration, or possession of narcotics, patient versus non-patient contact, or length of time away from any form of practice will be included. The treatment program must be accredited by The Joint Commission (TJC), or other appropriate agencies approved by the Agency. The accreditation documentation must be provided upon request of the Agency.

#### **RESPONSE:**

##### **3.1.4.1.6**

HealthPath, in the administration of the WV Restore program, will

- Provide a list of appropriate treatment providers for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant.
- Refer the participant to a facility that can provide the appropriate assessment and treatment for the individual.
  - HealthPath will ensure that this assessment and treatment plan includes aftercare, monitoring, and re-entry after treatment along with specific recommendations concerning the scope of practice, restrictions concerning handling, administration, or possession of narcotics, patient versus non-patient contact, or length of time away from any form of practice.
- HealthPath will confirm that all listed and utilized treatment programs provide documentation of current accreditation by The Joint Commission (TJC), or other appropriate agencies approved by the Agency. The accreditation documentation will be provided to the WV Board of Nursing upon request of the Agency.

#### **3.1.4.1.7**

Provide compliance management services that include coordinating and monitoring the services for students, applicants, and licensees from initial referral to recommended closure or release from the program. Require all program participants to sign and comply with a recovery monitoring agreement.

#### **RESPONSE:**

##### **3.1.4.1.7**

HealthPath, in the administration of the WV Restore program, will:

- Provide compliance management services that include coordinating and monitoring the services for students, applicants, and licensees from initial referral to recommended closure or release from the program.
- Require all program participants to sign and comply with a recovery monitoring agreement.

#### **3.1.4.1.8**

The agency shall approve the contents of the participant manual. Any provisions made mandatory upon the participant shall be specifically written into the participant's RMA which is based on agency approval.

#### **RESPONSE:**

##### **3.1.4.1.8**

HealthPath confirms that the agency shall approve the contents of the participant manual and that any provisions made mandatory upon the participant shall be specifically written into the participant's RMA which is based on agency approval.

**3.1.4.1.9**

Maintain records in accordance with all state and federal confidentiality laws and regulations. These records are the property of the Agency.

**RESPONSE:****3.1.4.1.9**

HealthPath, in the administration of the WV Restore program, will maintain records following all state and federal confidentiality laws and regulations and recognizes that these records are the property of the Agency.

**3.1.4.1.10**

After a participant has completed the recovery monitoring agreement period and upon the participant's request, the participant will be permitted to sign a subsequent agreement for an additional period voluntarily. The participant is directly responsible for the cost of all monitoring conducted by the selected vendor. Maintaining of these individuals shall not be assessed by the agency.

**RESPONSE:****3.1.4.1.10**

HealthPath, in the administration of the WV Restore program, will permit participants who have completed the recovery monitoring agreement period to request and sign a subsequent agreement for an additional voluntary recovery monitoring period. The participant is directly responsible for the cost of all monitoring conducted by the selected vendor. The maintenance of these individuals shall not be assessed by the agency.

**3.1.5 Services to the Agency.****3.1.5.1**

Shall report all information requested in a format designed by the Agency on the due date each quarter, and year-end. Quarterly with year-to-date, on a report card approved by the agency which includes:

**3.1.5.1.1**

The number of participants making initial contact with the program.

**3.1.5.1.2**

The number of participants signing participant contracts and the length of time from initial contact to the signature on the contract.

**3.1.5.1.3**

The number of participants released from the program upon successful completion of the program.

**3.1.5.1.4**

A summary of the program evaluation completed by participants that is de-identified.

**3.1.5.1.5**

The number of readmissions to the program by participants previously released upon successful completion of the program and the average length of time from the contract completion.

**3.1.5.1.6**

The number and nature of relapses or other acts or omissions evidencing noncompliance of program participants by category, and actions taken thereon.

**3.1.5.1.7**

The number of participants terminated from participation in the program for failure to comply with the requirements of the program including the failed requirements.

**3.1.5.1.8**

The number of participants who were readmitted, with agency approval, from terminated participation in the program for failure to comply with the requirements of the program and the average length of time from termination.

**3.1.5.1.9**

Demographic information, including raw numbers and percentages, concerning program participants including age; gender; county of residence or state if not a West Virginia resident; license status; license type including single state or multi-state at admission; drug of choice; practice/employment setting; employment status; employment position; practice area; and method of referral to the program.

**3.1.5.1.10**

Number of worksite monitors including name and license number.

**3.1.5.1.11**

A status report on staffing and other issues relating to the operation and administration of the program.

**3.1.5.1.12**

A status report of transition of participants to monitoring by the vendor who were participants in the program as operated by the predecessor vendor. This will be reported monthly until the agency determines the report is no longer needed.

**3.1.5.1****RESPONSE:**

HealthPath, in the administration of the WV Restore program, will report quarterly, and year-end. Quarterly with year-to-date, on a report card approved by the agency which includes:

- The number of participants making initial contact with the program.
- The number of participants signing participant contracts and the length of time from initial contact to the signature on the contract.
- The number of participants released from the program upon successful completion of the program.
- A summary of the program evaluation completed by participants that is de-identified.
- The number of readmissions to the program by participants previously released upon successful completion of the program and the average length of time from the contract completion.
- The number and nature of relapses or other acts or omissions evidencing noncompliance of program participants by category, and actions taken thereon.
- The number of participants terminated from participation in the program for failure to comply with the requirements of the program including the failed requirements.
- The number of participants who were readmitted, with agency approval, from terminated participation in the program for failure to comply with the requirements of the program and the average length of time from termination.
- Demographic information, including raw numbers and percentages, concerning program participants including age; gender; county of residence or state if not a West Virginia resident; license status; license type including single state or multi-state at admission; drug of choice; practice/employment setting; employment status; employment position; practice area; and method of referral to the program.
- Number of worksite monitors including name and license number.
- A status report on staffing and other issues relating to the operation and administration of the program.
- A status report of transition of participants to monitoring by the vendor who were participants in the program as operated by the predecessor vendor. This will be reported monthly until the agency determines the report is no longer needed.

### **3.1.5.2**

Submit the following within six (6) months of being awarded this contract and by September 1 of each contract year:

#### **3.1.5.2.1**

Any recommendations to change a policy and procedure for agency approval.

#### **3.1.5.2.2**

List of all evaluators, treatment programs, treatment providers with the address as well as staff members associated with the vendor and their credentials.

**3.1.5.2.3**

Copy of any forms or documents used by the vendor in conjunction with the services of this contract if revisions were made.

**3.1.5.2**

**RESPONSE:**

HealthPath will report to the Agency, the following, within six (6) months of being awarded this contract and by September 1 of each contract year:

- Any recommendations to change a policy and procedure for agency approval.
- A list of all evaluators, treatment programs, and treatment providers with the address as well as staff members associated with the vendor and their credentials.
- A copy of any forms or documents used by the vendor in conjunction with the Services of this contract if revisions were made.

We appreciate the opportunity to submit this bid and look forward to working with you in the future. If you have any questions, please feel free to contact Melinda Stoecklin directly at 304-989-1986.





# JOANN MEGON



## Summary

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SUMMARY: Compassionate Registered Nurse with expertise in client and colleague communications. Experienced in developing and managing staff, budgets and programs to achieve results. Applies skills in leadership, mentoring and training to motivate organization's staff in meeting organizational mission and program goals. Successfully raises public awareness about program's objectives. Strong background in working with health care professionals diagnosed with substance use disorders and mental health disorders.

## Skills

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- Team leadership, training and development
- Compliance and regulations
- Program monitoring
- Communications strategy
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## Experience

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**PNAP and SARPH  
Executive Director**  
*04/2019 - Current*

- PNAP-PENNSYLVANIA NURSE PEER ASSISTANCE PROGRAM AND SARPH-SECUNDUM ARTEM REACHING PHARMACISTS WITH HELP. Responsible for daily operations of both peer assistance programs.
- Provide guidance and support to all case management team members and administrative staff.
- Development of business policies and procedures for operations and evaluation to assure compliance.
- Collaboration with senior members of the Professional Health Monitoring Program and the Boards of Nursing and Pharmacy.
- Development of annual operating budget and supervision of financial operations.
- Coordination of community outreach.

**CLINICAL SUPERVISOR,  
PENNSYLVANIA NURSE PEER  
ASSISTANCE PROGRAM**  
*04/2017 - 04/2019*

- Provide guidance and support to case management team to assist in navigation of policies and procedures of PNAP, the Board of Nursing, and the Professional Health Monitoring Program.
- Assist the Executive Director as needed, including answering complex inquiries to clients, attorneys, employers, and treatment providers.
- Perform case management activities.

**CASE MANAGER, PENNSYLVANIA  
NURSE, ASSISTANCE PROGRAM**  
*09/2009 - 04/2017*

- Process new referrals including performing extensive intake interviews to assess client needs, providing clear and concise communication regarding possible outcomes of client choices, defining the role of PNAP as an advocacy agency, educating on the requirements of the monitoring program, and referring for evaluation and treatment.
- Interface with attorneys, employers, treatment providers, the Board of Nursing, and the Professional Health Monitoring Program (PHMP) for information necessary to best advocate for clients.
- Monitor client compliance with contract requirements.

Provide sworn testimony at Board of  
Nursing hearings in advocacy of  
clients.

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HEALTHCARE QUALITY UNIT, APS  
HEALTHCARE, INC  
**PHYSICAL/BEHAVIORAL HEALTH  
COORDINATOR**

10/2002 - 09/2009

- Perform duties related to professional outreach and education including providing presentations to schools of nursing, faculty, students, employers, and other nursing agencies.
- Completed health risk profiles for individuals with developmental disabilities.
- Consulted in the development of a case management program for children in need of mental healthcare services for the state of Arkansas and aided in the development of a disease management program for the state of Montana.
- Acted as team leader in conjunction with behavioral healthcare consultant to examine complex behavioral and medical situations for individuals with developmental disabilities.
- Developed educational tools and provided trainings for agencies caring for individuals with developmental disabilities.

MONSOUR MEDICAL CENTER  
**RN CASE MANAGER**

01/1986 - 10/2002

- Performed case management activities for medical, surgical, intensive care, substance use, and mental health patients in an acute care setting.
- Provided medical review to external organizations and initiated appeals for denied services.
- Coordinated discharge planning committee.
- Collaborated with medical staff and ancillary departments to assure timely and appropriate treatment of patients.
- Collected statistical data.
- Provided education to medical staff and nursing personnel regarding the discharge planning process.

MONSOUR MEDICAL CENTER  
**STAFF NURSE/NURSE MANAGER**

01/1979 - 01/1986

- Performed direct patient care.
- Supervised multidisciplinary team of staff members.
- Provided in-service education, guidance, and support to staff.
- Completed performance evaluations.
- Reviewed medical records to assure quality and continuity of care.
- Participated in multiple committees organized to ensure the betterment of care.

## Education and Training

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Bachelor of Science in Nursing

Western Governors University | Salt Lake City, Utah

Diploma Registered Nursing Program

St. Margaret Memorial Hospital | Pittsburgh, PA

## Activities and Honors

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National Organization for Alternative Programs (NOAP) American Society of Addiction Nursing (ASAN) International Nursing Society on Addiction (IntNSA)

## Curriculum Vitae

Kathie E. Simpson, R.N.



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Current Position: Appointed as an Advisor to the Nurse Health Program under the Pennsylvania Medical Society's Physicians Health Program. Recently awarded the Pennsylvania State contract for monitoring licensed nurses in the Pennsylvania Voluntary Recovery Program and Disciplinary Monitoring Programs as well as Peer Assistance. The advisory position is similar to a member of a Board of Directors. Appointed November 2023.

Past Position: Executive Director S.A.R.P.H. Pennsylvania Pharmacy Peer Assistance Program  
2003 to 2019

Executive Director P.N.A.P. Pennsylvania Nurse Peer Assistance Program  
2009 to 2019

Credentials: RN 203209-L Registered Nurse licensed in PA since March 1975  
Certification in Nursing Management and Management of Human Resources  
Certification in Addictions Counseling  
Certification in Mental Health Nursing  
Approved Treatment Provider for the PA State Board of Nursing and Pharmacy (Professional Health Monitoring Programs)  
Appointed to Pa. State Board of Pharmacy Peer Assistance Board 2001  
Guest Faculty Shadyside Hospital School of Nursing  
Guest Faculty Jameson Hospital School of Nursing  
Guest Faculty University of Pittsburgh School of Pharmacy Nursing  
Guest Faculty Duquesne University Schools of Pharmacy and Nursing  
Guest Faculty University of The Sciences, University of Pittsburgh, Duquesne University, LECOM, Temple, Wilkes and Thomas Jefferson Schools of Pharmacy

Past: Past Certification in Trauma Nursing, ACLS, Critical Care Nursing and Operating Room Nursing

## Employment:

2003 – 4/2019

**Executive Director**  
**S.A.R.P.H.** Pharmacy Peer Assistance Program, 258 Wolfe Lane, Irwin, Pa. 15642

2009 – 4/2019	<p><b>Executive Director</b>  <b>P.N.A.P.</b> Nurse Peer Assistance Program, 258 Wolfe Lane, Irwin, Pa. 15642</p>
1996 – 2003	<p><b>Horizon Mental Health Management</b>, 1699 E. Woodfield Road, Suite 585, Schaumburg, Illinois, 600173</p> <p><b>Program Director II</b> 2002-2004          New Visions Chemical Dependency Programs          Conemaugh Memorial Medical Center, Johnstown, Pa.</p> <p><b>Program Director II/Clinical Nurse Manager</b> 1999-2002          Behavioral Health Services          Jameson Memorial Hospital in New Castle, Pa.</p> <p><b>Clinical Nurse Manager</b> Geriatric Behavioral Health 1996-1999          Monsour Medical Center in Jeannette, Pa.</p> <p>14 bed inpatient unit. Responsible for supervision of 25 nursing, 3 therapy and 2 clerical personnel in the areas of clinical supervision, staffing, staff development, competency, and performance appraisals.          Additional areas of responsibility include development and implementation of a quality treatment program including policies and procedures and management of patients requiring highly skilled psychiatric and nursing care. Expertise in communicating with managed care organizations particularly in precertification and continued stay reviews. Actively participated in referral development within the community; demonstrates skill in public speaking.</p>
1995 – 1996	<p><b>Health America</b> – 5 Gateway Center, Pittsburgh Pennsylvania.  <b>Utilization Management Coordinator</b> Behavioral Health          responsible for referral co-ordination of treatment and utilization of psychiatric and chemical dependency services for 750,000 HMO and PPO members in Pennsylvania, Ohio, and West Virginia.          Services included matching child, adolescent, adult or geriatric member to appropriate level of care and provider. Demonstrated knowledge in provider network credentialing and NCQA requirements.</p>
1989 – 1995	<p><b>St. Francis Medical Center</b>, 400 at 45<sup>th</sup> Street, Pittsburgh,</p>

Pennsylvania. **Nurse Manager of Adult Detoxification – Promoted to Program Coordinator and Nurse Manager for Adult In Patient Chemical Dependency Services.**

Responsible for supervision of 40 nursing personnel, 5 secretary staff, 10 therapy personnel, interviewing, hiring, performance reviews, progressive discipline, yearly performance appraisals, termination, inservicing, staff education, and staffing scheduling. Responsible for directing and delegating nursing care provided to 22 beds in detoxification, 8 beds geriatric rehabilitation, 28 beds adult chemical dependency rehab.

These chemically dependent patients often have medical and psychiatric comorbidity issues. Responsible for intake assessment, scheduling, liaison with managed care organizations, biopsychosocial assessments, discharge planning and follow-up. Responsible for the psychoeducational program development and review including admission criteria, target population, continuing-stay criteria, and program manual maintenance. Responsible for Continuous Quality Improvement and Quality Assurance activities both for nursing and chemical dependency departments for adult inpatient services.

1987 to 2009

**Chemical Dependency Nurse Therapist**

Professional Educational Network, Monroeville, Pennsylvania, 15146

Responsible for providing outpatient individual and group therapy for chemically dependent healthcare professionals receiving peer assistance monitoring or employee last chance agreements and their families. Also, participated in interventions for nurses and pharmacists suspected of chemical dependency impairment, assessment treatment planning, return to work contracts and documentation of sobriety for the Bureau of Professional and Occupational Affairs, State of PA including random observed body fluid screening. Provide training in identification, treatment, return to practice and continuing care for supervisory and staff nursing, staff and treatment personnel for various hospitals, free standing treatment facilities and schools of nursing. Upon request will provide expert testimony in legal matters regarding chemical dependency areas.

1986 – 1989

**Westmoreland Regional Hospital** Greensburg, Pennsylvania  
Full time **Staff/Charge Nurse** – PACU, ICU, Westmoreland Gateway

Responsible for Critical Care Staff Nursing duties and intake, nursing psychosocial assessments, treatment for discharge planning, for 25 bed combined adult detoxification/rehabilitation unit. Staff representative on Quality Assurance, Policy and Procedure Nursing Standards Committee using Marker Model.

Professional Experience:

- 2003 – 4/2019 Responsible for monitoring and coordinating treatment for any pharmacy student or pharmacist licensed in Pennsylvania who requests assistance or who has been reported to the State Board of Pharmacy under the "fitness for duty" section of the Pharmacy Practice Act. Additional duties include budget, statistical analysis, sworn testimony in court and Board hearings, and day to day operations.
- 2007 – 4/2019 Developed Nurse Peer Assistance Program as an alternative to discipline as a proposal to Pennsylvania Department of State. Program approved and executed in February of 2009.
- Responsible for monitoring and coordinating treatment for any nursing student or nurse licensed in Pennsylvania who requests assistance or who has been reported to the State Board of Pharmacy under the "fitness for duty" section of the Pharmacy Practice Act. Additional duties include budget, statistical analysis, sworn testimony in court and Board hearings, and day to day operations.
- 1990 – 4/2019 Developed curriculum for educating RN students in chemical dependency nursing for Shadyside, St. Francis Medical Center, Duquesne University and several other Schools of Nursing, both in theory and clinical experience. Provided similar curriculum to Schools of Pharmacy in Pennsylvania.
- 1995 Member of Legislative Advisory Panel and Work Group in Harrisburg Pennsylvania that developed statewide chemical dependency criteria for admission to various levels of treatment. Adopted and currently in use as Pennsylvania Client Placement Criteria.
- 1987 Co-founder of Professional Education Network, a treatment provider for chemically dependent health care professionals.

Reviewed 12-07-2023 ks

## Curriculum Vitae

Lawrence S. Wilson, MD, MRO, ABAM, FASAM

### **Personal:**

Home Address:

Social Security No:

DOB:

Marital Status:

E-mail:

### **Education:**

7/10- 8/12	Fellow Dept. of Psychiatry, Division of Addiction Medicine University of Florida College of Medicine Scott Teitelbaum, M.D., Program Director
7/81-6/82	Chief Resident, Urology University of Miami (Florida) Victor A. Politano, M.D., Chairman
7/79-6/81	Resident, Urology University of Miami (Florida) Victor A. Politano, M.D.
7/78-6/79	Resident, General Surgery University of Miami (Florida) Robert Zeppa, M.D., Chairman



6/77-6/78	Intern, General Surgery University of Miami (Florida) Robert Zeppa, M.D., Chairman
8/73-5/77	M.D. State University of New York – Upstate Medical Centre Syracuse, New York
9/69-6/73	Bachelor of Arts with Distinction Biology University of Rochester Rochester, New York

**Licensure:**

State of Florida (MD)  
ME 103702  
Exp. 01/31/2023

State of New York (MD)  
# 253645  
Exp. 05/31/2023

**Certification:**

Board Certified---American Board of Addiction Medicine (2012)

Board Certified – American Board of Urology, Adult and Pediatric Urology  
(1984). Expired 08/09.

National Board of Medical Examiners (1978)

Certified, Medical Review Officer (2012)

Fellow, American Society of Addiction Medicine

### **Faculty Appointments:**

- 06/13-present      Adjunct Clinical Assistant Professor  
Department of Psychiatry/Division of Addiction Medicine  
University of Florida College of Medicine
- 11/16- present      Courtesy Clinical Assistant Professor  
Department of Psychiatry and Behavioral Neurosciences  
USF Morsani College of Medicine

### **Employment/ /Clinical Appointments:**

- 01/16-present      Medical Director/CEO  
Seven Summit Pathways Treatment and Recovery Center  
Detox/Residential/PHP with Housing/IOP/OP  
Tampa, Florida
- 7/10- 2/18          Associate Medical Director  
Drug Abuse Comprehensive Coordinating Office  
Detox/Residential/IOP/OP  
DACCO  
Tampa, FL
- 01/16-1/19          Florida Alcohol and Drug Abuse Association (FADAA)  
Physician Consultant/Peer Mentor Program  
Vivitrol MAT Project
- 04/16-1/19          TeamHealth/Tampa General Hospital  
Pain Management Team  
Addiction Consultant
- 05/15-present      Clinical Assistant Professor  
Department of Psychiatry  
University of South Florida College of Medicine

05/14-present	Clinical Assistant Professor Department of Psychiatry Division of Addiction Medicine University of Florida School of Medicine
02/14-present	Physician Consultant FL Professional Resource Network (PRN) Impaired Professionals Monitoring Program Fernandina Beach, FL
5/21-present	Physician Consultant Utah PHP/DOPL Salt Lake City, UT
02/14-present	Physician Consultant FL Intervention Project for Nurses (IPN) Impaired Professionals Monitoring Program Jacksonville Beach, FL
02/14-present	Physician Consultant FL Department of Health Tallahassee, FL
02/18-present	Physician Consultant Florida Lawyers Assistance (FLA) Impaired Professionals Monitoring Program
05/14-07/15	Medical Director Florida Recovery Center Tampa UF Health/Shands
5/09- 9/09	Urology, Private Practice Bonita Springs, Florida
10/84-1/06	Urology, Private Practice Valdese, North Carolina
5/83-10/84	Urology, Private Practice Plantation, Florida
7/82-5/83	Urology, Private Practice Clinton, Maryland

**Clinical Appointments:**

01/2016- present	Medical Director Seven Summit Pathways Treatment and Recovery Center Tampa, FL
5/14-present	Clinical Assistant Professor Department of Psychiatry Division of Addiction Medicine University of Florida School of Medicine
5/15-present	Clinical Assistant Professor Department of Psychiatry University of South Florida College of Medicine
7/10- 2/18	Associate Medical Director Senior Staff Physician Addiction and Psychiatry DACCO Tampa, Florida
05/14-06/15	Medical Director Florida Recovery Center Tampa UF Health/Shands
10/84-3/05	Active Staff Department of Surgery Valdese General Hospital Valdese, North Carolina
1/86-1/06	Medical Director Western Piedmont Impotence Center Valdese, NC
1/02-1/03	Chief of Staff Valdese General Hospital Valdese, North Carolina

1/01-1/02	Vice Chief, Medical Staff Valdese General Hospital Valdese, North Carolina
1/99-1/01	Secretary/Treasurer, Medical Staff Valdese General Hospital Valdese, North Carolina
1/89-1/96	Chairman, Department of Surgery Valdese General Hospital Valdese, North Carolina
1/96-1/03	Executive Committee, Medical Staff Valdese General Hospital Valdese, North Carolina
1/86-1/05	Active Staff Piedmont Stone Center Winston-Salem, North Carolina
1/86-1/96	Active Staff Caldwell Memorial Hospital Department of Surgery Lenoir, North Carolina
1/92-1/94	Chairman, Department of Surgery Caldwell Memorial Hospital Lenoir, North Carolina
6/83-11/84	Active Staff Plantation General Hospital Plantation, Florida
6/83-11/84	Active Staff Humana Hospital Bennett Plantation, Florida

6/83-11/84	Active Staff Pembroke Pines Hospital Pembroke Pines, Florida
6/83-11/84	Active Staff Hollywood Memorial Hospital Hollywood, Florida
7/82-6/83	Active Staff Southern Maryland Hospital Clinton, Maryland

**Professional Associations:**

Fellow Member---American Society of Addiction Medicine

Active Member---Florida Society of Addiction Medicine

Senior Member – American Urological Association

Senior Member – Southeastern Section, American Urological Association

Active Member - North Carolina Medical Society

Active Member – Burke County Medical Society

Active Member – American Medical Association

Active Member – American Association of Clinical Urologists

Member – Society of Impotence and Incontinence

**Awards and Honors:**

Fellow, American Society of Addiction Medicine

Dean's List, University of Rochester  
Rochester, New York  
1969 – 1973 (all eight semesters)

Regents Scholarship  
State of New York  
1969 – 1973

Academic Scholarship  
University of Rochester  
Rochester, New York  
1969 – 1973

Academic Scholarship  
Commercial Credit Corporation  
Baltimore, Maryland  
1969 – 1973

## **Publications**

Fibrosarcoma of the Penis: Case Report and Review of the Literature  
Wilson, L., et al  
Journal of Urology, Vol. 129, No. 3, pp 606-607

**Languages:** English, Spanish, Chinese (Mandarin), Hebrew

**References are available upon request.**

# Melinda Stoecklin MSN, RN, CNE, LC/RC I, RCP



## Summary

- Registered Nurse and Certified Nurse Educator with extensive experience in clinical practice and teaching.
- Proven success and ability to create engaging and informative content that aligns with learning objectives.
- Utilizes multimedia elements such as videos, and interactive activities to enhance learning.
- Develops, and presents content that is evidence-based and adheres to current nursing standards and best practices.
- Utilized case management approach to Academic Advising in student assessment, planning, advising, support, counseling, intervention, and evaluation
  - Provide individual and group counseling for academic and personal concerns.
  - Help students develop coping skills and strategies for managing stress, anxiety, and other mental health issues.
  - Make referrals to specialized services as needed.
  - Utilize web-based advising tools and online resources.
  - Work with faculty, staff, and other departments to support student success.
  - Use data and analytics to inform advising practices and identify trends.
  - Regularly assess the effectiveness of advising and counseling services.
  - Collect feedback from students, faculty, and staff.
  - Make data-driven decisions to improve services and meet the changing needs of students.
- Completed Online Course for Nurse Case Managers, approved to test for certification through the .Commission for Case Manager Certification - pending

## Additional Skills:

- |                                                |                                                                       |
|------------------------------------------------|-----------------------------------------------------------------------|
| • Cultural competency and sensitivity          | • Didactic and clinical course development and coordination           |
| • Accessibility for students with disabilities | • Graphic Design Software Canva, Kittl, Procreate, Vectornator, Figma |
| • Ethics and confidentiality                   | • Video editing software and production                               |
| • Diversity and inclusion                      | • Data analysis software and apps                                     |
| • EHR experience                               |                                                                       |

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## Professional Experience:

**Chief Training Officer and Nurse Health Coach: Current**  
HealthPath LLC and HealthPath Outreach

**Associate Professor: August 2018 - August 2022**  
University of Charleston - Charleston, WV

- Taught nursing students through a non-traditional hybrid nursing program. Courses included Nursing Fundamentals, Health Assessment, Medical-Surgical Nursing, and Leadership: Supervised and instructed students in skilled nursing and critical care clinical facilities
- Analyzed course and student data to identify successful activities, and opportunities to improve the course and instructional design
- Developed and presented interactive learning experiences to increase student engagement and learning retention
- Created and revised NCLEX-style test questions for course assessments and performed exam and item analysis to ensure
- Reviewed and evaluated student achievement, advised, and counseled students to help them reach Program Learning Outcomes
- Participated in the compilation of the Nursing Program self-study report in preparation for national accreditation visits



# Melinda Stoecklin MSN, RN, CNE, LC/RC I, RCP

## **Senior Lecturer: August 2004 – June 2018**

West Virginia University Institute of  
Technology - Beckley, WV

- Taught lecture, clinical, face-to-face, hybrid, and online courses in the WVU Tech BSN and RN/BSN programs. Courses included Nursing Fundamentals, Research, Evidence-Based Practice, Ethics, and Health Promotion
- Supervised and instructed clinical groups of students in acute and long-term care facilities
- Earned NLN **Certified Nurse Educator** credentials
- Utilized Learning Management Systems to facilitate and document student achievements
- Served as Simulation Evaluator at WVSOM Inter-Professional Experience Day

## **Acute Hemodialysis Nurse: March 2000 – September 2004**

DaVita Kidney Care  
Charleston, WV

- Provided and documented hemodialysis treatments to patients with acute and chronic renal failure in acute and critical care settings
- Provided Renal Case Management for a variable caseload of renal and dialysis patients
- Developed a job aid book for the hemodialysis nurses and technicians
- Led local fundraiser for the National Kidney Foundation
- Achieved BONENT Certified Hemodialysis Nurse Certification

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## **Education:**

### **Master of Science in Nursing Education: December 2005**

Marshall University Graduate College, Charleston, WV

### **Bachelor of Science in Nursing: June 2003**

West Virginia University Institute of Technology, Beckley, WV

### **Associate of Applied Science in Nursing: June 1995**

Columbus State Community College, Columbus, OH

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## **License and Certifications:**

Registered Nurse: West Virginia eNLC Multistate License  
National League of Nursing Certified Nurse Educator (CNE)  
Life Coach I/ Recovery Coach I  
Recovery Coach Professional  
American Heart Association BLS

## **Professional Associations:**

National League of Nursing - Member  
American Nurses Association/West Virginia Nurses Association -Member  
West Virginia Association of Addiction and Prevention Professionals  
NAADAC, the Association for Addiction Professionals  
Sigma Theta Tau – Member, 2019 Delegate to the 44<sup>th</sup> International Biennial Convention

TB

# Tristyn Bess

## Professional Summary

Organized and dedicated administrative student with proven track record of providing exceptional patient service in fast-paced environments. Offering keen attention to detail and strong decision-making skills to manage multiple, concurrent tasks. Self-motivated work ethic to perform effectively in independent or team environments.

## Recent Work History

### Charleston Area Medical Center - Admitting Clerk

Charleston, WV

05/2023 - Current

- Started May 2023 as an intern with management, became a clerk in August.
- Reviewed hospital schedule and confirmed arrival times.
- Verified patient details and insurance coverage and collected co-pays.
- Calculated collectible amount due for procedures.

### CAMC Behavioral Medicine - Health Unit Coordinator

Charleston, WV

12/2021 - 08/2023

- Assembled and maintained patient medical records and other documents related to patient care.
- Provided care for 18 patient unit, coordinating day-to-day hygiene, feeding, and recreational activities.
- Assisted with processing patient admissions, transfers and discharges.

### Charleston Area Medical Center - Nursing Assistant

Charleston, WV

06/2021 - 12/2021

- Monitored and documented important patient information to help optimize treatment planning and care delivery.
- Assisted nursing staff with completing daily rounds, documenting vital signs and answering calls.
- Completed activities of daily living for patients unable to self-care, and assisted those with limited mobility in completing tasks.



South Charleston, WV 25309

## Skills

- Payment Processing
- Records Management
- Patient Health Information Access
- Adaptable and Flexible
- Skilled in Patient Relations
- Office Coordination

## Education

Expected in 05/2024

Marshall University

Huntington, WV

BBA: Healthcare Administration

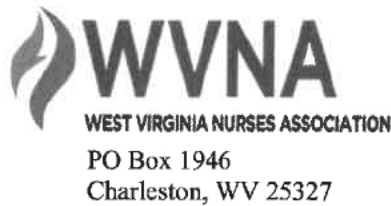
- Double Major in Healthcare Administration and Business Management
- Minor in Psychology

## Certifications

- Microsoft Office 365 (specialized in Word, Excel, Powerpoint)
- Basic Life Support
- CPI Nonviolent Crisis Intervention

### ***Accomplishments***

- Received 2023 Award of Excellence in Nursing Support from CAMC.
- Recognized by CAMC Maintenance for going Above and Beyond in 2022.



Department of Administration  
Purchasing Division  
Charleston, WV  
Submission CRFQ 0907 RNB2400000007  
CRFQ 0907 RNB2400000008 (peer support)

RE: Letter of Support for HealthPath Professional Monitoring RFQ Submission

December 12, 2023

I am writing to express our strong support for HealthPath Professional Monitoring Program in response to the WV Restore-Referral, Treatment & Monitoring Management Solicitation.

Established in 1933, the West Virginia Nurses Association is a constituent member of the American Nurses Association and is the only full-service professional association that represents the state's entire nursing population. The WVNA works closely with nursing organizations in West Virginia and many are Organizational Affiliates of the WVNA. The mission of the WVNA is "Leading quality healthcare in West Virginia", and the Vision is, "Empowering all nurses in West Virginia to leverage the transformation of healthcare by advocacy, quality and collaboration".

As the CEO of the West Virginia Nurses Association, I have had numerous conversations with nurses, nurse attorneys, employers as well as experts in SUD treatment, regarding the help that nurses need, and the stigma and barriers that our West Virginia nurses and healthcare workers still experience. We need a program that is invested in West Virginia nurses, and will *exceed* expectations. I have had additional conversations board members and peer-support nurse-coaches that have submitted complaints on the current program, and they never received a response. West Virginia nurses and healthcare workers deserve a peer-support program that understands and comprehends that SUD is a medical disease and is not a moral choice.

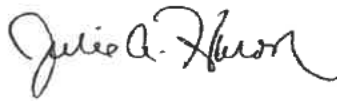
The WVNA would like to see this program come back to a West Virginia organization that is committed to nurses. HealthPath is already invested in West Virginia nurses - they held their first Wellness Retreat for nurses in October 2023, (it was sold out, had a waiting list and the speakers were leaders in SUD, self-care and inspiring trailblazers). It was a fantastic retreat!

The WVNA will assist HealthPath Professional Monitoring Program however needed.

- We commit to promote articles and stories in the West Virginia Nurse quarterly publication
- We commit to promote articles and stories in our monthly E-News
- We commit to provide opportunities to HealthPath to conduct surveys, outreach and educational activities for West Virginia nurses
- We commit to continue to work with stakeholders on solutions for healthcare professionals with SUD /AUD /OUD and with other mental health conditions.

We look forward to continuing our relationship with this team of professionals to truly help support nurses and healthcare workers in West Virginia. My contact information is 866 WVNURSE or 866 989-8773 and my email is [Julie@wvnurses.org](mailto:Julie@wvnurses.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Julie A. Huron". The signature is fluid and cursive, with the first name "Julie" being more prominent.

Julie A. Huron  
CEO / Executive Director  
West Virginia Nurses Association (WVNA)  
[WVNurses.org](http://WVNurses.org)  
[Julie@wvnurses.org](mailto:Julie@wvnurses.org) or [Juliehuron@me.com](mailto:Juliehuron@me.com)



City National Bank  
308 Goff Mountain Rd  
Cross Lanes, WV 25313  
December 12, 2023

To Whom It May Concern:

RE: Healthpath LLC

Healthpath LLC and its members are good customers of City National Bank and in good standing. In the past, I have work with Ms. Bostic a member of Healthpath LLC. on other business banking matters. She has always been an outstanding customer.

A handwritten signature in cursive script, reading "Charles E. Nuckles Jr.", written over a horizontal line.

Charles E. Nuckles Jr.  
AVP Branch Manager  
304-776-7904

[charles.nuckles@bankatcity.com](mailto:charles.nuckles@bankatcity.com)



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

<b>Proc Folder:</b> 1329424			<b>Reason for Modification:</b>
<b>Doc Description:</b> WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-12-01	2023-12-14 13:30	CRFQ 0907 RNB2400000007	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

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

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids for the West Virginia Board of Registered Nurses the Referral, Treatment, and Monitoring segment of the nursing health program referred to here after as "Restore" (WVR), per the attached documentation.

**INVOICE TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

**SHIP TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WV Restore Monitoring - Initial Year	12.00000	MO		

**Comm Code****Manufacturer****Specification****Model #**

85121700

**Extended Description:**

The amount of the this Budget is for services from December 15, 2023 thru December 14, 2024.

**INVOICE TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

**SHIP TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WV Restore Monitoring - Option Year #1	12.00000	MO		

**Comm Code****Manufacturer****Specification****Model #**

85121700

**Extended Description:**

For Option Year #2



INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WV Restore Monitoring - Option Year #2	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:  
For Option Year #3

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	WV Restore Monitoring - Option Year #3	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:  
For Option Year #4

SCHEDULE OF EVENTS
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Line	Event	Event Date
1	Vendor Questions due by 2:00PM EST	2023-12-07

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **December 07, 2023 at 2:00PM EST**

Submit Questions to: **Larry D. McDonnell**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [larry.d.mcdonnell@wv.gov](mailto:larry.d.mcdonnell@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 14, 2023 at 1:30PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.



**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

**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.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

REQUEST FOR QUOTATION  
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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Registered Nurses (Agency) to establish a contract for the **Referral, Treatment and Monitoring** segment of the nursing health program referred to here after as “West Virginia Restore” (WVR). This program is to promote public safety through nurse participation in monitored rehabilitation and recovery as an alternative to license discipline, emphasizing fitness to practice and retention of nursing professionals.

WVR promotes participation in a monitored alcohol, chemical dependency, major mental health condition or medication management program. Each participant will enter into a Recovery Monitoring Agreement (RMA) with WVR. The RMA is a structured plan of treatment, rehabilitation and monitoring with which the participant will comply and for which the Vendor assures compliance as described in this contract. WVR does not provide treatment. The WVR program provides ongoing support to approximately 100 participants per year.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Applicant”** means an individual who has submitted an application for licensure or temporary permit to practice as a registered professional nursing in the State of West Virginia.

2.2 **“Continuing eligibility”** means the participant shall maintain a current West Virginia nursing license to remain eligible for participation in WVR. A participant who holds a West Virginia license but who holds a license in another state and who lives or works in another state may be monitored by the state in which the participant lives or works if the other state has a similar monitoring program. A participant who lives or works in another state that does not have a monitoring program is eligible for monitoring by WVR if the participant maintains a current West Virginia license (excludes RNs working in West Virginia on a multi-state privilege). A participant who signs a contract with WVR and moves to another state shall be monitored by the other state unless the other state does not have a monitoring program. A participant who allows the West Virginia license to lapse while enrolled in WVR shall be terminated from participation in WVR until the participant’s license is reinstated. A participant whose license is revoked may no longer participate in the program.

2.3 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

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- 2.4 “Eligibility”** means the criteria for participation in the WVR program which includes that individual must be a current student enrolled in a pre-licensure nursing program in the State of West Virginia, currently licensed by the Agency (excludes RNs working in West Virginia on a multi-state privilege) or has applied for licensure by examination, passed the examination, and paid the appropriate fees. Is eligible for licensure by endorsement; filed an application and paid the appropriate fees; or has submitted a renewal application and paid the appropriate fees. A nurse who allows their WV license to lapse while enrolled in WVR shall be terminated from the participation in WVR until the nurse’s license is reinstated. A nurse whose license is revoked may no longer participate in the program.
- 2.5 “Evaluation”** means the process of evaluating a prospective or current participant to determine their safety to practice and/or need for treatment which is conducted by an independent and approved evaluator.
- 2.6 “Evaluator”** means a licensed practitioner which has been approved by the Agency and the Vendor.
- 2.7 “Impairment”** means a condition which is the result of the misuse or abuse of alcohol or drugs which could affect a student’s, applicant’s or licensee’s ability to practice as registered professional nurse which may inadvertently affect the care and treatment of patients and place the public at risk.
- 2.8 “Involuntary referral”** means the rehabilitation monitoring program may be contacted by supervisors and/or employers regarding an individual’s in need of assistance. The selected vendor shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the potential participant does not agree to participate in the program and in the judgment of the selected vendor, the individual needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency. An individual may be referred to the rehabilitation monitoring program by order of the Agency.
- 2.9 “License”** means any permit, registration, certificated or license, including a provisional license, to practice as a registered professional nurse issued by the Agency. This excludes a RN with a multi-state license from another compact state other than West Virginia.
- 2.10 “Licensee”** means any person issued a license.
- 2.11 “Material Noncompliance and/or Inability to Progress”** means any one or more of the following acts or omissions:

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- 2.12 “Monitoring”** means the Vendor’s surveillance of a participant to ensure compliance with the participant’s contract.
- 2.13 “Program participant or Participant”** means an individual with an alcohol, chemical dependency or major mental health condition that is engaged in a participant contract with Vendor.
- 2.14 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.15 “Recovery Monitoring Agreement” (RMA)** or participant contract means a structured plan of treatment, rehabilitation and monitoring with which the participant will comply and for which the Vendor will collect documentation as described in this contract. Elements that may be contained within in a monitoring plan include but not limited to:
- 2.15.1** Treatment and therapy recommendations, including aftercare;
  - 2.15.2** Treatment and therapy participation, including aftercare;
  - 2.15.3** Requirements for monitoring and supervision which must be met by the participant;
  - 2.15.4** State conditions under which the rehabilitation monitoring program may be successfully completed or terminated due to lack of cooperation or compliance;
  - 2.15.5** Require the participant to sign a waiver which will allow Agency personnel to review random samples of participant files for participant program compliance. If the participant was not referred by the Agency or unknown to the Agency, the file will be de-identified by the Vendor;
  - 2.15.6** Require the participant to sign a release to seek information or records related to the participant’s impairment, which information may come from family, peers, medical personnel, pharmacies, employers, or treatment providers;
  - 2.15.7** State the amount of money to be assessed to the participant for participation in the program, including additional amounts that may be assessed if the practitioner is non-compliant with the RMA;
  - 2.15.8** Intake documents must include a waiver allowing WVR to share all information with Agency in the event of positive or diluted drug screens and other alleged violations of the terms of the RMA or Agency final orders;
  - 2.15.9** An abstinence-based 12 Step participation program, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous;
  - 2.15.10** Professional support group participation as defined by the Agency and in conjunction with the Professional Support Group Vendor;
  - 2.15.11** Special treatment, such as pain management, psychiatric, or psychological treatment;



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- 2.15.12 Work activities, including return-to-work issues and ongoing monitoring of work performance and compliance with work restrictions;
  - 2.15.13 Random drug testing no less than twenty-six (26) times per year unless specified differently by the Clinical Team;
  - 2.15.14 Worksite reports from participant's employer no less than a quarterly basis;
  - 2.15.15 Termination from the rehabilitation monitoring program for failure to comply with program requirements.
- 2.16 **"RMA Duration"** means the Vendor must tailor each participant's program to fit the following timelines:
- 2.16.1 Alternative to Discipline programs is generally completed in three (3) years to five (5) years.
  - 2.16.2 The program length for RMA will be determined by the Vendor at the discretion of the clinical team based on the Diagnostic & Statistical Manual of Mental Disorders (DSM-5) or current version which determines the severity of the substance use disorder.
  - 2.16.3 Relapses and other failures to comply with the terms of the RMA may result in a longer period of monitoring. An addendum to the RMA may be initiated when appropriate. Participation in the monitoring program beyond the five (5) year maximum must receive preauthorization from the Agency.
- 2.17 **"Relapse"** means return of signs and symptoms of a disease after an apparent period of recovery. The reoccurrence to drug use and/or a fourteen (14) day period of time during which a participant exhibits two (2) sequential acts or omission, each constitution a material non-compliance or inability to progress
- 2.18 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.19 **"Treatment Program"** means a program:
- 2.19.1 Meeting the requirements to be licensed by the state where located, the addiction treatment program adheres to certain policies, guidelines, and standards of practice and care set by a third-party organization in the addiction and mental health treatment industry. The treatment program/facility is accredited by The Joint Commission (TJC) or other appropriate agencies, including, but not limited to, the Commission on Accreditation for Rehabilitation Facilities (C.A.R.F.), the Council on Accreditation of Services for Families and Children (C.O.A.).
  - 2.19.2 The primary treatment staff including the medical director, counselors, and practitioners is experienced in treating individuals affected by the use or abuse of alcohol, other drugs or mental health conditions.

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- 2.19.3** The staff consists of a balance between both recovering and non-recovering members.
  - 2.19.4** The counselors are certified in the field of addiction. It is preferable that the nursing staff members are certified in the field of addiction.
  - 2.19.5** A comprehensive assessment and evaluation are completed upon admission. An individualized treatment plan based on an individual participant's needs is created and followed during treatment with modifications during treatment as clinically indicated.
  - 2.19.6** The treatment program must be able to appropriately respond to differences of age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language or socioeconomic status. The selected Vendor may assist treatment programs in recognizing and addressing the special needs of a participant.
  - 2.19.7** The treatment program offers and encourages participation in a structured family treatment component.
  - 2.19.8** The treatment program has a structured curriculum addressing the spiritual, physical, mental, or emotional needs of the individual.
  - 2.19.9** The length of stay in treatment and recommendations for continuing care are based upon individual needs and utilize criteria accepted by the American Society for Addiction Medicine.
  - 2.19.10** The treatment program can develop and maintain cooperative relationships with and provide consultation to the participant's employer, the selected vendor, and others, as appropriate.
  - 2.19.11** While the participant is in treatment, the participant is introduced to and attends appropriate self-help groups.
  - 2.19.12** While the participant is in treatment, an individualized continuing care plan is developed for each participant to include treatment for special issues; recommendations concerning return to work date; restrictions concerning handling, dispensing or possession of controlled substances; patient or non-patient care; and other scope of practice delineations. The treatment provider will obtain appropriate releases so that discussions with the selected vendor can take place. If the participant refuses to sign such releases, the provider agrees to notify WVR of this refusal.
- 2.21 "Vendor"** means an entity contracted to provide the services outline in the contract.
- 2.22 "Voluntary referral or self-referral"** means contact to the program by an eligible participant. The selected vendor shall assist in developing individual strategies including techniques for intervention and admission into the program. If the potential participant does not agree to participate in the program and in the judgment of the selected vendor, the individual needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency.

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- 2.23 “Voluntary withdraw from practice” (VWOP)** means an agreement by the participant or referral which is accessible to the public, in which the participant or referral has agreed to voluntarily withdraw from nursing practice and place their license on inactive status and to not practice in the State of West Virginia. This status is publicly available. This will remain in effect until the Vendor notifies the Agency in writing that the withdrawal may be rescinded, and the participant applies for reinstatement, and the application fee will be waived for the participant. The participant shall not practice as a registered professional nurse until the reinstatement process is complete and the status is returned to active.
- 2.20 “Worksite Monitoring”** means the involvement and reporting of the monitoring process for participants. Every participant working as a registered nurse is required to have a work site monitor in each work facility that is approved and trained by the Vendor. Work site monitors may not be a peer. In situations where a participant is in solo practice, the participant has to contract with an outside practitioner to provide this service.
- 2.21 “Worksite Reports”** means the Vendor must require each participant to keep his or her case manager informed of his or her current place of employment, including the employer’s name, address, telephone number, and supervisor’s name. The Vendor must obtain and evaluate work site reports from each participant’s employer on no less than a quarterly basis. WVR may not accept any work site report which is not on the employer’s letterhead stationery and/or does not bear the signature of the participant’s supervisor or other designated employer representative. If a participant is not employed, the Vendor must require the participant to submit self-reports on no less than a quarterly basis. If a participant’s work status changes (for example, a participant becomes unemployed or obtains a new job), the participant must notify his or her case manager in writing with seventy-two (72) hours of this status change.
- 2.22 “WV Restore”** means the nurse health program established by the Agency under WV Code 30-7-11a for the referral, treatment and monitoring segment of the nursing health program. The WV Restore program, including the name “WV Restore” and all program policies, forms, documents, including those electronically drafted and maintained are owned by the West Virginia Board of Registered Nurses.
- 2.23 “Holidays”** means the West Virginia observed holidays and/or other days that the state is closed for business as communicated by the Agency to the selected vendor.

**3. GENERAL REQUIREMENTS:**

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

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**3.1.1 QUALIFICATIONS AND MANDATORY REQUIREMENTS**

- 3.1.1.1** Documented experience providing intervention, assessment/initial evaluation, referral to appropriate resources, and monitoring of individuals experiencing mental health or substance use conditions that are, or likely to be, job impairing and facilitating return to safe practice. This experience shall include the above for alternative to discipline programs for state regulatory boards, preferably nursing. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.2** Employ a full-time Director, who shall be a licensed professional, preferably a Registered Nurse, whose primary responsibility is the management of the program. Education and experience will be deemed appropriate by the Agency. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.3** Employ or contract for the services of a certified Medical Review Officer (MRO) by the Medical Review Officer Certification Council. The MRO must be certified by the American Society of Addiction Medicine. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.4** Employ unencumbered WV licensed professionals, including but not limited to registered nurses, who perform as a case manager to provide monitoring and support to the participants. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.5** The case manager will serve as a compliance analyst who "partners" with the participant and assists with referral, treatment, and monitoring tasks. Each case manager must meet with each assigned participant at the outset of entry into WVR. Thereafter, the case manager must meet with each assigned participant on a regular basis or as needed to assess the participant's progress in rehabilitation.
- 3.1.1.6** Employ an adequate number of staff and staffing to effectively administer the program and provide the services identified in the contract. The staffing shall be approved by the Agency.

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- 3.1.1.7** Must be (or obtain) an approved provider of nursing continuing education in West Virginia.
- 3.1.1.8** Operate according to WVR clinical policies and procedures (P&P) approved by the agency. Make recommendations to the agency for revisions to the P&P based on published evidence.
- 3.1.1.9** Keep records in such a manner that a designee of the Agency can review random samples of participant files for compliance by participants who are referred to the monitoring program. The Agency will determine the percentage of files it will review upon request.

**3.1.2 Administration and Day-to-Day Operations**

**3.1.2.1 Operations**

- 3.1.2.1.1** The vendor services shall be open Monday through Friday from 8:00 am - 4:30 pm EST and follow the same holiday schedule as the federal and state of West Virginia governments. Additionally, the vendor will be available upon special request by a participant or the Agency by appointment. The parties shall agree on any additional service closures, and the vendor will post all closures publicly on the WVR website.
- 3.1.2.1.2** The vendor shall have a confidential answering procedure approved by the Agency for any calls into WVR after the hours of operation, on weekends and all holidays. When a message raises the possibility of harm or risk, the call will be returned immediately. There shall be a mutually agreed upon triage list for WVR to respond immediately to messages that are approved by the agency.
- 3.1.2.1.3** Collaborate with the selected vendor of the facilitated peer support groups support group administrator by exchanging relevant information regarding participants' adherence to the RMA, providing timely information on discharge and scheduled absence (e.g., return to treatment), and relevant information on participants' commitment, exchange appropriate data related to participant compliance with their RMA.

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**3.1.2.1.4** Operate, maintain, and update the WV Restore website 24 hours per day and 7 days a week. The Agency maintains all intellectual property rights to the website. The Vendor is required to surrender to any passwords or other access information necessary to transfer control of the website to another Vendor upon request. All content shall be approved by the Agency and includes video tutorials regarding:

**3.1.2.1.4.1.1** Enrollment process in the WVR

**3.1.2.1.4.1.2** Monitoring process while in WVR

**3.1.2.1.4.1.3** Training for worksite monitors

**3.1.2.1.4.1.4** Information regarding applying for the need's assistance fund (if available).

**3.1.2.1.5** Develop a plan to ensure continuity for persons currently enrolled in the existing program which shall be approved by the agency.

**3.1.2.2 Toxicology Testing and Reporting.**

**3.1.2.2.1** Contract with a third party to conduct random toxicology testing on program participants and provide test reporting as described below. These laboratories must be certified by The Substance Abuse and Mental Health Services Administration (SAMHSA) or CAP Laboratory Accreditation Program (CAP). The selected Vendor must provide documentation of the certification upon the Agency's request. All testing and reporting must follow the consensus statement from the National Organization of Alternative Programs. The cost of the drug screens is the responsibility of the participant. The program for screening must include facilities at locations throughout the state of West Virginia. The selected vendor must provide documentation upon the Agency's request.

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**3.1.2.2.2** Require the laboratory vendor (or third-party administrator of laboratory services) to provide the capability of obtaining a witnessed urine specimen. Appropriate policies and procedures shall be in place to accomplish this objective and determine which participants shall have witnessed screens. The Agency shall review the policies and procedures prior to the award of the contract. The confirmation test for a specimen initially testing positive for a prohibited substance is confirmed by either gas or liquid chromatography in conjunction with mass spectrometry. The vendor shall complete quality monitoring of the laboratory vendor/services to ensure compliance with program requirements. If the laboratory vendor/services are not compliant, a correction plan shall be required and reported to the Agency within 30 days.

**3.1.2.2.3** Ensure that the panel of substances to be tested for in each participant's urine drug screen (UDS) must include each participant's "drug(s) of choice," meaning any substance or substances which the participant is known to have been habitually ingesting. Confirm that UDS confirmation cutoff follows the most current consensus statement from the National Organization of Alternative Programs.

**3.1.2.2.4** Utilize the current electronic database (Affinity eHealth) to capture and provide immediate access to secure communication with WVR participants, in addition to on-line "real time" reporting by the nurse participant's worksite supervisor and nurse support group vendor.

**3.1.2.2.5** Require a MRO to validate all positive screens prior to reporting test results to WVR. The MRO must be qualified to testify regarding the accuracy of a drug screen with scientific certainty rule out any possible alternative causes of a positive drug screen result.

**3.1.3 Reporting Requirements for Involuntary Participants.**

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**3.1.3.1** Restore will provide all requested information/reports per the Agency's guidelines and timelines. Reports must include but may not be limited to positive drug screens, worksite reports not submitted, or WVR receives after that due date, and other non-compliance issues.

**3.1.3.2** It is the responsibility of the vendor to ensure all reports and information requested by the agency are submitted on or before the requested deadline.

**3.1.4 Services to Eligible Participants.**

**3.1.4.1** Provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the agency under Chapter 30, Article 7, et. seq. of the West Virginia Code. Should a disagreement over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

**3.1.4.1.1** May only disclose information about an agency investigation to the student, applicant, or licensee with written approval of the agency and only to the extent that it is necessary to carry out the vendor's duties.

**3.1.4.1.2** Accept eligible individuals into the rehabilitation program. The rehabilitation monitoring program may be contacted by the individual student or nurse, or supervisors regarding an individual's need of assistance. Additionally, an eligible individual may be referred to the rehabilitation monitoring program by recommendation or order of the agency.

**3.1.4.1.3** The rehabilitation monitoring program shall be explained, and an appointment shall be scheduled for an initial screening within 72 hours of the initial contact. The selected vendor shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the eligible individual fails to participate in the program and in the judgment of the selected vendor, the participant needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency.



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- 3.1.4.1.4** Provide a list of evaluators for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant. Ensure evaluators conduct evaluations and reports are received within 15 business days of the scheduled evaluation date. If the evaluator cannot gather all collaborating information within 15 business days, they are to notify WVR or submit a report with notation that recommendations may be amended if additional information is obtained. Evaluations may be through the use of telemedicine following all state and federal statutes, rules and guidelines.
- 3.1.4.1.5** Ensure all evaluators administer uniform evaluations of students, applicants or licensees in accordance with current, accepted industry standards. In accordance with program policies conduct training for approved evaluators annually on the program requirements, including standardizing the evaluators on administering uniform evaluations, and provide evidence of participating evaluators and submit this evidence and training materials to the Agency with the next quarterly report.
- 3.1.4.1.6** Provide a list of appropriate treatment providers for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant. The vendor shall refer the participant to a facility that is able to provide the appropriate assessment and treatment for the individual. This assessment will include aftercare, monitoring, and re-entry after treatment. Specific recommendations concerning the scope of practice, restrictions concerning handling, administration, or possession of narcotics, patient versus non-patient contact, or length of time away from any form of practice will be included. The treatment program must be accredited by The Joint Commission (TJC), or other appropriate agencies approved by the Agency. The accreditation documentation must be provided upon request of the Agency.

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**3.1.4.1.7** Provide compliance management services that include coordinating and monitoring the services for students, applicants, and licensees from initial referral to recommended closure or release from the program. Require all program participants to sign and comply with a recovery monitoring agreement.

**3.1.4.1.8** The agency shall approve the contents of the participant manual. Any provisions made mandatory upon the participant shall be specifically written into the participant's RMA which is based on agency approval.

**3.1.4.1.9** Maintain records in accordance with all state and federal confidentiality laws and regulations. These records are the property of the Agency.

**3.1.4.1.10** After a participant has completed the recovery monitoring agreement period and upon the participant's request, the participant will be permitted to sign a subsequent agreement for an additional period voluntarily. The participant is directly responsible for the cost of all monitoring conducted by the selected vendor. Maintaining of these individuals shall not be assessed by the agency.

**3.1.5 Services to the Agency.**

**3.1.5.1** Shall report all information requested in a format designed by the Agency on the due date each quarter, and year-end. Quarterly with year-to-date, on a report card approved by the agency which includes:

**3.1.5.1.1** The number of participants making initial contact with the program.

**3.1.5.1.2** The number of participants signing participant contracts and the length of time from initial contact to the signature on the contract.

**3.1.5.1.3** The number of participants released from the program upon successful completion of the program.

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Referral, Treatment and Monitoring Management  
CRFQ RNB24\*07**

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- 3.1.5.1.4** A summary of the program evaluation completed by participants that is de-identified.
- 3.1.5.1.5** The number of readmissions to the program by participants previously released upon successful completion of the program and the average length of time from the contract completion.
- 3.1.5.1.6** The number and nature of relapses or other acts or omissions evidencing noncompliance of program participants by category, and actions taken thereon.
- 3.1.5.1.7** The number of participants terminated from participation in the program for failure to comply with the requirements of the program including the failed requirements.
- 3.1.5.1.8** The number of participants who were readmitted, with agency approval, from terminated participation in the program for failure to comply with the requirements of the program and the average length of time from termination.
- 3.1.5.1.9** Demographic information, including raw numbers and percentages, concerning program participants including age; gender; county of residence or state if not a West Virginia resident; license status; license type including single state or multi-state at admission; drug of choice; practice/employment setting; employment status; employment position; practice area; and method of referral to the program.
- 3.1.5.1.10** Number of worksite monitors including name and license number.
- 3.1.5.1.11** A status report on staffing and other issues relating to the operation and administration of the program.
- 3.1.5.1.12** A status report of transition of participants to monitoring by the vendor who were participants in the program as operated by the predecessor vendor. This will be reported monthly until the agency determines the report is no longer needed.

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**3.1.5.2** Submit the following within six (6) months of being awarded this contract and by September 1 of each contract year:

**3.1.5.2.1** Any recommendations to change a policy and procedure for agency approval.

**3.1.5.2.2** List of all evaluators, treatment programs, treatment providers with the address as well as staff members associated with the vendor and their credentials.

**3.1.5.2.3** Copy of any forms or documents used by the vendor in conjunction with the services of this contract if revisions were made.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a monthly rate. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS.

**5. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**6. PAYMENT:** Agency shall pay monthly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 8.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 8.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 8.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 8.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 8.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 9. VENDOR DEFAULT:**
- 9.1.** The following shall be considered a vendor default under this Contract.
    - 9.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
    - 9.1.2.** Failure to comply with other specifications and requirements contained herein.
    - 9.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
    - 9.1.4.** Failure to remedy deficient performance upon request.
  - 9.2.** The following remedies shall be available to Agency upon default.
    - 9.2.1.** Immediate cancellation of the Contract.

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9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

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

<b>Contract Manager:</b>	MELINDA STOECKLIN
<b>Telephone Number:</b>	(304) 989-1986
<b>Fax Number:</b>	
<b>Email Address:</b>	healthpath23@gmail.com



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

<b>Proc Folder:</b> 1329424			<b>Reason for Modification:</b> To post Addendum 01
<b>Doc Description:</b> WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-12-12	2023-12-21 13:30	CRFQ 0907 RNB2400000007	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

**Vendor  
Signature X**

**FEIN#**

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

**ADDITIONAL INFORMATION**

Addendum 01

1. To attach answers to vendor questions.

2. To extend the bid open date from December 14, 2023 to December 21, 2023 at 1:30PM EST.

No other changes.

**INVOICE TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

**SHIP TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WV Restore Monitoring - Initial Year	12.00000	MO		

**Comm Code****Manufacturer****Specification****Model #**

85121700

**Extended Description:**

The amount of the this Budget is for services from December 15, 2023 thru December 14, 2024.

**INVOICE TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

**SHIP TO**

WV BOARD OF EXAMINERS  
FOR  
REGISTERED  
PROFESSIONAL NURSES  
5001 MACCORKLE AVE SW  
SOUTH CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WV Restore Monitoring - Option Year #1	12.00000	MO		

**Comm Code****Manufacturer****Specification****Model #**

85121700

**Extended Description:**

For Option Year #2



INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WV Restore Monitoring - Option Year #2	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:  
For Option Year #3

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	WV Restore Monitoring - Option Year #3	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:  
For Option Year #4

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Questions due by 2:00PM EST	2023-12-07

	Document Phase	Document Description	Page 4
RNB2400000007	Final	WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions