

State of West Virginia Department of Administration Purchasing Division

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

Proposal Response to the West Virginia Division of Juvenile Services RFQ for Medical Services - #DJS010322



ORIGINAL

BID DUE:

Wednesday, May 11, 2011 1:30 P.M. EST

PREPARED FOR:

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

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WEXFORD HEALTH SOURCES, INC.,
FEIN #59-2363973
Proposal Response to the
West Virginia Division of Juvenile Services
RFQ for Medical Services - #DJS010322



BID DUE:

Wednesday, May 11, 2011 1:30 P.M. EST Response is valid for a period of 120 days.

AUTHORIZED REPRESENTATIVE FOR WEXFORD HEALTH SOURCES, INC.

John M. Froehlich

Vice President of Finance

John MAN

Authorized Signature



Monday, May 9, 2011

Ms. Tara Lyle Division of Juvenile Services Second Floor 1200 Quarrier Street Charleston, WV 25301 Phone: (304) 558-2544 E-mail: Tara.L.Lyle@wv.gov

Subject: Response to RFQ DJS010311 for Professional Medical Services

Dear Ms. Lyle:

Wexford Health is pleased to submit our response to West Virginia Division of Juvenile Services' (DJS) RFQ for Professional Medical Services. Our response not only complies with all requirements of the RFQ, but also demonstrates Wexford Health's thorough knowledge and understanding of how to deliver quality care for juveniles within the unique structure of a correctional system.

For the past 19 years, Wexford Health has successfully delivered health care services to more than 260 juvenile detention centers, prisons, and jails in all parts of the country, including the past four (4) years working with the West Virginia Division of Corrections (WV DOC). The financial stability, practical experience, and solid infrastructure we developed over the past two decades make us more than capable of efficiently delivering the services required by the RFQ. Yet we are not so large that we cannot respond quickly to the Division of Juvenile Services needs and concerns. This combination of resources, reliability, and responsiveness makes Wexford Health the logical choice to serve as the Division's partner in providing quality, cost-effective resident health services.

As outlined below, Wexford Health can provide the Division with unique resources, experience, and insight that other vendors may not.

- Strong physical presence and experience throughout the State of West Virginia: Wexford Health has held a contract providing medical services for the West Virginia Division of Corrections since 2008. With multiple sites and regional offices across the state and a full-time regional management team "on the ground" in West Virginia, Wexford Health truly understands the unique needs and concerns of the state and is prepared to do what is needed for the DJS.
- Close proximity of Corporate Office: Located in Pittsburgh, Pennsylvania, our corporate office is a short drive away from the DJS sites, so our corporate management team can assist with any issues that may arise.
- Proven successful recruitment, retention, and training programs: Wexford Health is the industry leader in position fill rate throughout the country. We maintain a 98% average retention rate during contract transition, with a smooth seamless transfer of staff from state/other vendor employment to Wexford Health's. We currently have a 99% fill rate with the WV DOC and are willing to go the extra mile financially as well as operationally to create and implement unique, successful recruitment and retention programs that fit the specific needs of the Division of Juvenile Services.
- An excellent record of helping to achieve success for our clients who have chosen to undergo review in support of industry accreditation or re-accreditation: Wexford Health maintains 100% NCCHC accreditation for those contracts where our clients choose to pursue such certification for their facilities.

In addition, as part of our ongoing effort to provide quality health care, we recently began an initiative to ensure that our entire Senior Management team (along with other identified key personnel) obtains designation as Certified Correctional Health Professionals (CCHPs) from the NCCHC. This certification identifies our leaders as individuals who have demonstrated mastery of national standards and who possess the knowledge expected of managers in today's correctional health care environment. While not easy to obtain, Wexford Health believes our CCHP certification initiative sets us apart from our competitors and demonstrates our leadership in the ever-changing field of correctional health care.

Name: Ms. Tara Lyle Subject: Response to RFQ DJS010311 for Professional Medical Services

Monday, May 9, 2011 Page 2 of 2

- Multiple proven cost containment programs, including those listed below, which are included in our base pricing at no additional cost to the Division of Juvenile Services.
 - Assertive, comprehensive utilization management (UM) that has generated literally millions of dollars in cost savings for our other correctional clients.
 - A comprehensive drug utilization review (DUR) program that ensures prescribed drugs are appropriate, medically necessary, and not likely to result in adverse medical results. This not only contains pharmacy costs, but reduces the likelihood of pharmacy-related lawsuits. In addition, corporate separation from our pharmacy subcontractor allows for independent, strategically sound decision making which benefits the DJS both logistically and financially.
- User-friendly, industry-leading technology: At no additional cost to the State, Wexford Health will provide
 the following state-of-the-art data management tools to support reporting and tracking functions at each
 facility.
 - Kronos® timekeeping and payroll system that increases our already high recruitment, scheduling, and reporting efficiency levels and enables us to respond more quickly to the needs of our employees and our clients; Kronos® allows Wexford Health to produce system generated, verifiable reports as requested.
 - WexCare, one of the industry's only fully automated claims, contracting, and utilization management systems, based on commercial managed care software, but customized to the unique needs of correctional health care
 - Extensive, comprehensive data warehouse, designed to facilitate reporting and analysis

Wexford Health's proven technology, cost containment, and quality management programs — applied in conjunction with our practical knowledge of correctional systems — will form a state-of-the-art delivery system capable of containing inmate health care costs while maintaining quality of care. We look forward to partnering with the Division of Juvenile Services to achieve these high levels of cost savings and client/patient services.

Thank you for giving us the opportunity to provide you with this proposal. Wexford Health commits to delivering all resources necessary to implement and maintain a successful inmate health care program for the Division of Juvenile Services. If you require more information after reviewing our proposal, please do not hesitate to contact me via telephone (412-937-3621) or email (info@wexfordhealth.com). We look forward to further discussions with you regarding the next steps in the solicitation process.

Sincerely,

John Froehlich

Vice President of Finance



TABLE OF CONTENTS

I. GENERAL INFORMATION, TERMS & CONDITIONS	1
I.A. PROJECT (RFQ 1.1)	1
I.B. TERM OF CONTRACT & RENEWALS (RFQ 1.2)	
II. OPERATING ENVIRONMENT	2
II.A. LOCATION (RFQ 2.1)	2
II.B. BACKGROUND (RFQ 2.2)	
III. PROCUREMENT SPECIFICATIONS	
III.A. GENERAL REQUIREMENTS (RFQ 3.1)	
III.A.1. Compliance with Standards (RFQ 3.1.1)	
III.A.2. NCCHC Accreditation (RFQ 3.1.2)	د
III.A.3. Comprehensive Health Care (RFQ 3.1.3)	4
III.A.4. Timekeeping System (RFQ 3.1.4)	4
III.A.4.a. Staffing & HiringIII.A.4.b. Scheduling & Planning	
III.A.4.c. Time & Labor	
III.A.4.d. Payroll	
III.A.4.e. Attendance & Leave Management	
III.A.4.f. Real-Time Data Reporting	6
III.A.5. Staff Licensure (RFQ 3.1.5)	
III.A.6. Contract Terminations (RFQ 3.1.6)	
III.B. PERSONNEL SELECTION & RETENTION REQUIREMENTS (RFQ 3.2)	
III.B.1. Requirements for Employment (RFQ 3.2.1)	
III.B.2. Additional FTEs (RFQ 3.2.2)	7
III.B.3. Minimum Staffing Requirements (RFQ 3.2.3)	7
III.B.3.a. Corporate Support for WV DJS Program	
III.B.3.b. Regional Contract Management Team	
III.B.4. Maintaining Staffing Levels (RFQ 3.2.4)	
III.B.5. Reassignment of FTEs (RFQ 3.2.5)	
III.B.6. Continuing Education (RFQ 3.2.6)	
III.B.7. Credentialing (RFQ 3.2.7)	
III.B.8. Specialty Care (RFQ 3.2.8)	
III.B.9. Initial DJS-Provided Training (RFQ 3.2.9)	13
III.B.9.a. Wexford Health Orientation	
III.B.10. Annual DJS-Provided In-Service Training (RFQ 3.2.10)	
III.B.11. Signing In/Out of a Facility (RFQ 3.2.11)	15
III.B.12. DJS Timekeeping System (RFQ 3.2.12)	15
III.B.13. Violation of DJS Rules/Regulations (RFQ 3.2.13)	15
III.B.14. Wexford Health Recruitment & Retention Programs	15
III.B.14.a. Wexford Health Staff Recruitment Process	
III.B.14.b. Innovative and Location-Specific Recruitment Methods	
III.B.14.c. Strategic Recruitment & Retention of Physicians	18
III.B.14.d. Strategic Recruitment & Retention of Nurses	
III B 14 d i Careers in Corrections	19



III.B.14.d.ii. Shadow-A-Nurse Program	19
III.B.14.d.iii. Other Hiring Strategies	20
III.B.14.d.iv. Nurse Retention through Education	
III.B.14.e. Public Relations Role in Recruitment	20
III.B.15. Wexford Health Application & Hiring Process	21
III.B.15.a. Interview Process	
III.B.15.b. Equal Opportunity Employment	21
III.B.15.c. Additional Wexford Health Employment Requirements	23
III.B.15.c.i. OIG Exclusion Program	23
III.B.15.c.ii. Drug-Free Workplace Program	24
III.B.16. Wexford Health Retention Programs	25
III.B.16.a. Wexford Health Benefits Packages	26
III.B.16.b. Employee Assistance Programs	26
III.B.16.c. Employee Recognition Program	27
III.B.17. Wexford Health Turnover Strategy	27
III.C. ADMINISTRATIVE SERVICES (RFQ 3.3)	28
III.C.1. Policies & Procedures (RFQ 3.3.1)	
III.C.1.a. Contract-Specific Operational Policies and Procedures	
III.C.1.b. Clinical Policies and Procedures	
III.C.2. Reporting Adverse Incidents (RFQ 3.3.2)	
III.C.3. No Inappropriate Use of Residents (RFQ 3.3.3)	
III.D. Scope of Work (RFQ 3.4)	
III.D.1. Receiving/Intake/Admission (RFQ 3.4.1)	
III.D.1.a. Receiving/Intake Health Screening (RFQ 3.4.1.1)	
III.D.1.b. Initial Health Assessment (RFQ 3.4.1.2 and .3)	
III.D.1.c. Dental Screening & Exam (RFQ 3.4.1.4)	
III.D.2. Contracted Physician's Duties & Responsibilities (RFQ 3.4.2)	
III.D.3. Contracted Nurse's Duties & Responsibilities (RFQ 3.4.3)	
III.D.3.a. Nurse Sick Call	
III.D.3.b. Health Education	
III.D.4. Dental Services (RFQ 3.4.4)	
III.D.4.a. Emergency Dental Care	
III.D.4.b. Routine Dental Care	
III.D.4.c. Specialty Dental Services	
III.D.5. Optometry Services (RFQ 3.4.5)	
III.D.6. Auditory Services (RFQ 3.4.6)	
III.D.7. Offsite Providers (RFQ 3.4.7)	
III.D.7.a. Specialty Care	
III.D.8.a. Pharmacy Program	39
III.D.8.b. Financial Responsibility for Pharmaceuticals	
III.D.8.c. FormularyIII.D.8.d. Timeframe for Medication Delivery	
III.D.8.e. Medication AdministrationIII.D.8.f. Medication Ordering and Packaging	
III.D.8.g. Emergency Drug KitsIII.D.8.h. First Aid Kits	
III.D.8.i. Consulting Pharmacist	
	44



45
45
48
48
49
50
50
52
52
53
53
53
54
54
55
57
57
58
59
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62 62
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64
64
64
64
65
66
67
67
67
68
68
69
69
70
70
70 72
74
74
74



III.D.24.c.v. Concurrent Inpatient Review	
III.D.24.c.vi. Readmission Review	.77
III.D.24.c.vii. Retrospective Review of Cases & ER Visits	.77
III.D.24.c.viii. Samples Costs Savings for West Virginia Division of Prisons	.77
III.D.24.d. Peer Review (RFQ 3.4.24.4)	.78
III.D.24.e. Risk Management (RFQ 3.4.24.5)	.79
III.D.24.f. Environmental Inspection (RFQ 3.4.24.6)	.80
III.D.24.g. Policy Review (RFQ 3.4.24.7)	.80
III.D.24.g.i. Operational Policies and Procedures	.80
III.D.24.g.ii. Clinical Policies and Procedures	.81
III.D.24.g.iii. Medical Advisory Committee	.81
III.D.24.h. Quarterly Reports (RFQ 3.4.24.8)	.82
III.D.24.h.i. Information Technology (IT) Group	.82
III.D.24.h.ii. Reporting Systems	.83
III.D.24.h.ii.A WexCare	83
III.D.24.h.ii.B Other Utilization Reports	
III.D.24.h.iii. Personnel Attendance & Payroll Systems	
III.D.25. Additional Information (RFQ 3.4.25)	.00
III.E. VALUE-ADDED PROGRAM	
III.E.1. Claims Processing	.86
III.E.1.a. ICD-9 and CPT Diagnostic Codes	.87
III.E.1.b. Claims Turnaround Times	87
III.E.1.c. Detection of Erroneous or Fraudulent Billing Practices	87
III.E.1.d. Provider Overpayment	88
III.E.1.e. Claims Quality Control	88
V. BID (PRICE) SUBMISSION	.90
V. BID EXHIBITS	.91
V.A. REQUIRED FORMS	.91
V.A.1. Acknowledgement of Addenda	.91
V.A.2. RFQ Pages	92
V.A.3. Compliance Certificate	03
V.A.4. Purchasing Affidavit	.00 1
V.A.4. Purchasing Amudvil	. 9 1 20
V.A.5. Vendor Preference Certificate	
V.D. DOODOCAL ATTACHMENTS	MD



TYPE NAME/ADDRESS HERE

Wexford Health Sources, Inc

Pittsburgh, PA 15220

425 Holiday Drive, Foster Plaza Two

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

Request for Quotation

	PAGE	
1	1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

DIVISION OF JUVENILE SERVICES

SECOND FLOOR

1200 QUARRIER STREET

CHARLESTON, WV

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- . The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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 licies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entitles.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid and time of the bid paining. Failure of the bidder to deliver the quotations on time will result in bid disqualifications; Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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Pittsburgh, PA 15220

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Department of Administration
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Charleston, WV 25305-0130

Request for Quotation

DJS010311

PAGE

TARA LYLE 304-558-2544

DIVISION OF JUVENILE SERVICES

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Pittsburgh, PA 15220

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Purchasing Division
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Request for

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DIVISION OF JUVENILE SERVICES

SECOND FLOOR

1200 QUARRIER STREET

CHARLESTON, WV

25301

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

Request for
Quotation

DJS010311

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Wexford Health Sources, Inc 425 Holiday Drive, Foster Plaza Two Pittsburgh, PA 15220

DIVISION OF JUVENILE SERVICES

SECOND FLOOR 1200 QUARRIER STREET CHARLESTON, WV

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V.A.3. Compliance Certificate

As per the RFQ, please see on the following page Wexford Health's completed compliance certificate.

COMPLIANCE CERTIFICATE*

, John Froeillich	, <u>vice r resident of r mance</u>
Name	Title
Of Wexford Health Sources, Inc. Company Name	do hereby certify that the above
named organization has not in	the previous four years had a
contract for the provision of n	nedical services terminated for
non-compliance or failure to fu	ulfill the terms of the contract.
Ahr Inhly	May 9, 2011
√ Signature	Date

Failure to submit or falsification of this document will disqualify a vendor.

^{*} Loss of a contract for failure to win a subsequent bid is not grounds for disqualification.



V.A.4. Purchasing Affidavit

As per the RFQ, please see on the following page Wexford Health's completed Purchasing Affidavit.

RFQ No. DJS010311

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Wexford Health Sources, Inc Authorized Signature: Date: May 9, 2011 State of Source County of House to-wit: Taken, subscribed, and sworn to before me this day of 1, 20 1 My Commission expires 20 1 AFFIX SEAL HERE NOTARY PUBLIC Authority Smith

COMMONWEALTH OF PENNSYLVANIA

WITNESS THE FOLLOWING SIGNATURE

Notarial Seal
Theodora M. Smith, Notary Public
Tarentum Boro, Aliegheny County
My Commission Expires June 17, 2014

Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 12/15/09)



425 Holiday Drive

Foster Plaza Two Pittsburgh, PA 15220

TYPE NAME/ADDRESS HERE

Wexford Health Sources, Inc.

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

Request for Quotation

BEQNUMBER DJS010311 PAGE 1

TARA LYLE 304-558-2544

DIVISION OF JUVENILE SERVICES

SECOND FLOOR 1200 QUARRIER STREET CHARLESTON, WV 25301 304-558-6029

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- t. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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 http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid ppening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

DJS010311 Addendum No. 1 Division of Juvenile Services

- Q1. The RFQ does not include any site visits to the Division of Juvenile Services ("Division" or "DJS") facilities. This does not offer bidders sufficient knowledge of the DJS sites to prepare high quality, cost-effective proposals; and provides an unfair advantage to the incumbent vendor, who is already familiar with the DJS facilities. Will the Division please offer a bid conference and site visits to at least some of the DJS facilities?
- A1: The Division of Juvenile Services is willing to provide site visits for any interested vendors who would like to tour our facilities. It would be the request of DJS to have all site visits coordinated to make it possible to minimize the disruption at each facility.
- Q2. What is the Division of Juvenile Services' (Division's) targeted award date for the contract?
- A2. The award date will be based on when the bids are received and evaluated. It is the desire of DJS to award the bid so that the new contract will begin on the first day of the month so at best we would be able to begin the new contract on 1 June 2011.
- Q3. What is the Division's targeted start date for the contract?
- A3. See question #2 above.
- Q4. Please provide a copy of the Division's current health services contract for DJS residents, including the extension the vendor is currently working under, and any exhibits, attachments, or amendments.
- A4. This information is available from the records section at the Division of Purchasing. The records section can be contacted at (304) 558-2336. The previous contract number is DJS01232.
- Q5. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the Division has assessed against the incumbent vendor over the term of the current contract.
- A5. There were no paybacks, credits, and/or liquidated damages on the current contract.

Q6. Are any of the DJS facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.

A6. There are no DJS facilities currently subject to any court orders or legal directives.

Q7. How many lawsuits pertaining to resident health care — frivolous or otherwise — have been filed against the Division and/or the incumbent medical provider in the last three years?

A7. None

- Q8. RFQ Section 3.1.2 on Page 8 states, "Any facility with current accreditation will maintain said accreditation for the length of the contract."
 - Q8A. Which facilities have current accreditation from the NCCHC?
 - A8A. Seven facilities have achieved accreditation and the remaining 3 (Vicki Douglas, Lorrie Yeager, and Sam Perdue) are in the application process.

 The Dr. Harriet B Jones Treatment Center is currently operating as a satellite operation of the WV Industrial Home but will need to apply when this contract becomes effective and it becomes more independent.
 - O8B. Which facilities have current accreditation from the ACA?

A8B. None

Q9. Thank you for providing the minimum staffing requirements in the RFQ. Please provide the current health service staffing schedules by facility, shift, and day of the week for the DJS facilities.

A9. The minimum staffing provided is the current staffing pattern.

Q10. Please provide a listing of the current health service vacancies by position for each DJS facility.

A10. To the best of our knowledge there are not current vacancies.

- Q11. Are any members of the current health service workforce unionized? If yes, please provide the following:
 - a. A copy of each union contract
 - b. Complete contact information for a designated contact person at each union
 - c. The number of union grievances that resulted in arbitration cases over the last 12 months.

A11. To the best of our knowledge the current workforce is not unionized.

Q12. Please provide current wage/pay/reimbursement/seniority rates for incumbent health service staff at each DJS facility.

A12. This information is not available to DJS.

Q13. Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

A13. The time spent in training will count but the training cannot interfere with any necessary function of the medical unit.

Q14. Please provide the actual average daily population of each of the DJS facility segregation units.

A14. For the calendar year of 2010 the average population of each facility was:

WV Industrial Home for Youth	<u>113</u>	
Dr. Harriet B Jones Treatment Center	30	
Rubenstein Center	45	
Correctional Facilities Total	188	
Tiger Morton Juvenile Center	18	
Lorrie Yeager Juvenile Center	<u>16</u>	
Vicki V Douglas Juvenile Center	14	
J M "Chick" Buckbee Juvenile Center	10	
Donald R Kuhn Juvenile Center	32	
Sam Perdue Juvenile Center	<u>16</u>	
Gene Spadaro Juvenile Center	17	
Robert L Shell Juvenile Center	14	
Detention Facilities Total	137	
Grand Total for the Division	325	

- Q15. Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the DJS facilities and identify which equipment will be available for use by the selected provider.
- A15. The office equipment that is currently on hand will be available for the next vendor. There is not an exact inventory available at this time, but there is sufficient equipment on hand to meet the needs of the vendor.

Q16. Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines, etc.) currently in use at the DJS facilities and identify which equipment will be available for use by the selected provider.

A16. The medical equipment that is currently on hand will be available for the next vendor. There is not an exact inventory available at this time, but there is sufficient equipment on hand to meet the needs of the vendor.

Q17. How does health unit staff at the DJS facilities currently access the Internet: through a facility network or through connectivity provided by the incumbent Contractor? Who is financially responsible for such Internet access?

A17. Internet accessibility is provided through a facility network at the expense of the Division.

Q18. How are radiology services currently provided: (a) onsite, with permanent Division-owned equipment; (b) onsite, by a mobile radiology vendor (PLEASE IDENTIFY VENDOR); or (c) offsite?

A18. The current radiology services are provided by a mobile radiology vendor. DJS does not have access to the specifics of this contract.

Q19. How are dental services currently provided: (a) onsite, with permanent Division-owned equipment; (b) onsite, through mobile dentistry (PLEASE IDENTIFY VENDOR); or (c) offsite?

A19. Dental services are currently provided through an onsite provider utilizing permanent Division-owned equipment.

Q20. How are optometry services currently provided: (a) onsite, with permanent Division-owned equipment; (b) onsite, through mobile optometry (PLEASE IDENTIFY VENDOR); or (c) offsite?

A20. Optometry services are provided through offsite providers, except the current vendor is responsible for the fitting of eye ware for the residents.

Q21. Does West Virginia law mandate any special rates (e.g., Public Aid, Medicare, Workers Compensation, or other discounted rates, etc.) for the offsite treatment of juveniles that are detained as they do for adult offenders? If "yes," please provide a copy of the statute, law, regulation, contract, or other legal document that requires community providers to accept such rates.

A21. There are special rates applicable for the Juveniles in DJS custody. These expenses are the responsibility of the Division and not the vendor.

Q22. Please identify any specialty clinics currently conducted onsite, and indicate how many hours per week each clinic is held.

A22. None

- Q23. The "MEDICAL UNITS" RFQ Section on Page 15 states, "Medical unit care shall be provided at the West Virginia Industrial Home for Youth and the Rubenstein Center."
 - Q23A. Please provide the number of beds in the Medical Unit at each of these facilities.

A23A. WV Industrial Home 6 Beds Rubenstein Center 2 Beds

Q23B. Please describe the size (# of beds) and acuity able to be handled by the health care units at each of the other DJS facilities.

A23B. The other DJS facilities are triage units only, any overnight stays are sent to the local hospital.

- Q24. Do any of the DJS facilities have a mental health unit, or beds assigned to mental health patients? If "yes," please provide the number of such beds.
- A24. The Division currently has a mental health unit in operation at the WV Industrial Home for Youth. The mental health needs of this unit are met by another contract vendor. The only involvement the medical contractor will have is to the physical health needs of those Juveniles. This will include the day to day dispensing of medications.
- Q25. How many medication carts will the Division make available for the use of the incoming vendor?
- A25. All existing medication carts will be available to the next vendor.
- Q26. Does the Division currently maintain a Keep-On-Person (KOP) program?
- A26. The Division of Juvenile Services is not familiar with a program under this name. We may have a similar program but we cannot respond without a further explanation of what this program is.

Q27. The "OFF-SITE PROVIDERS" RFQ Section on Page 13 states, "All off-site office visits shall not be at the expense of the contractor." Please indicate which of the following items are included under the Division's definition of "office visit."

Inpatient hospitalization

Outpatient surgeries

Other outpatient referrals

ER visits

Offsite dialysis

Offsite diagnostics (lab/x-ray) (Except for a service that the vendor is required to provide onsite and is unable to provide due to a special circumstance).

A27. All offsite services including the following are not at the expense of the vendor.

Q28. If we are responsible for these costs, please provide monthly statistical data for each of the following categories.

Number of inpatient offsite hospital days

Number of outpatient surgeries

Number of outpatient referrals

Number of trips to the emergency department

Number of ER referrals resulting in hospitalization

Number of ambulance transports

Average number per month of residents undergoing dialysis treatments

A28. See question #27 above.

- Q29. Please provide historical health services cost data broken out into at least the following categories.
 - a. (If the vendor is responsible) Total offsite care.

A29a. Not the responsibility of the vendor.

b. Total over-the-counter pharmaceutical expenditures

A29b. This information is not available from DJS.

c. Laboratory services

A29c. This information is not available from DJS.

d. X-ray services

A29d. This information is not available from DJS.

Q30. Does the DJS meet the definition of a Covered Entity (45 CFR §160.103), thus requiring the West Virginia State Government HIPAA Business Associate Addendum (BAA) to be made part of the contract?

A30. The Division of Juvenile Services does not meet the definition of a Covered Entity, but the requirements under the HIPAA Laws are met in the policies and procedures established by the Division of Juvenile Services.

Q31. Does the DJS or the incumbent health care provider currently participate in any "state or federal programs (pilot) that will assist the Division of Juvenile Services and further promoting public safety," as described on page 12, of the RFQ? If "yes", please describe the program(s) and provide contact information for the state or federal agency administering the program(s).

A31. The Division of Juvenile Services is not aware of any such programs in place at this time.

Q32. While Pharmaceutical Services, on page 14, clearly indicates that the DJS is responsible for the cost of prescription medications, it does not indicate who is responsible for the procurement and ordering of prescription medications. Will procurement, ordering, receiving, inventory, and return of prescription drugs be the responsibility of the successful bidder?

A32. The successful vendor will be responsible for procurement, ordering, receiving, inventory, and return of prescription drugs.

Q33. Do any of the DJS facilities currently utilize any type of Electronic Medical Record (EMR) system? If "no," is the State interested in receiving proposals for an EMR for the DJS facilities?

A33. DJS does not currently utilize an Electronic Medical Record (EMR) system but would possibly consider it, if the system could be compatible with our current systems.

- Q34. Please confirm that under the new contract, the Contractor will not be financially responsible for any of the following services.
 - a. Neonatal or newborn care after actual delivery
 - b. Cosmetic surgery, including breast reduction
 - c. Sex change surgery (including treatment or related cosmetic procedures)
 - d. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)
 - e. Extraordinary and/or experimental care
 - f. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the resident's health to deteriorate or cause definite and/or irreparable harm to the resident's physical status)
 - g. Autopsies

- h. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
- i. Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX.

A34j. (Vendor could possibly be responsible for the administration of these medications but not the cost of the medication.)

A34. The vendor will not be responsible for the following services except for follow-up care in the case of a Juvenile who is admitted with one of these conditions or as noted below.

Q35. Please indicate the order of precedence among the solicitation documents (e.g., the RFQ, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices.

A35. The Addendum supersedes the specifications where addressed and where applicable.

Q36. What dental equipment is in place at the Rubenstein Center and the Donald R Kuhn JC? Is there a dental operatory; i.e. dental chair with suctioning and drilling capabilities, any dental x-ray equipment and an autoclave? If not does the Division want a dentist there for dental exams only?

A36. The Donald R Kuhn Center has all of the equipment mentioned at this time; the Rubenstein Center will be equipped when the contract is awarded. The Dentist should be able to perform all normal dental tasks at both facilities.

QA37. On Page 13- Under optometry services, does this proposal call for an optometrist on site or can it be off site? and if it is off site who will be responsible for the eye exam? The contractor or the Division?

A37. The contractor is only responsible for a basic eye examination to determine if the Juvenile has normal vision or is in need a follow-up examination by a professional. The cost of a follow-up examination would be at the expense of the Division.

Q38. On Page 13 - under Auditory Services - Is the Contractor required to have hearing exams done on-site and if no, can it be done off-site and if done off-site who is responsible for the exam - the Contractor or the Division?

A38. The contractor is only responsible for a basic hearing examination to determine if the Juvenile has normal hearing or is in need a follow-up examination by a professional. The cost of a follow-up examination would be at the expense of the Division.

Q39. On page 15 - Under Medical Units -

"2.c. All residents must be within sight or hearing of a qualified health care professional."

At WVIHFY and Rubenstein Center, if there is only one nurse on night shift and he/she is called to an emergency in a housing section, how can this be met unless there are two health care professionals on duty at night, which would require more staffing?

A39. In the case of all facilities if the nurse is called away for an emergency in another part of the facility any juvenile in the medical treatment area will be supervised by DJS staff for security reasons.

Q40. On page 16 - Laboratory/Diagnostic Services-

The contractor shall be responsible for laboratory/diagnostic supplies. Is their refrigerators present in all the medical units to keep blood in that needs to be refrigerated until it is picked up? and is their a second refrigerator in the medical unit for medications to be kept in? Blood and medications cannot be kept in the same refirgerator.

A41. Currently there are two refrigerators available in the medical units.

Q42. On page 20 and 21 for Pre-Employment and Annual Physical Exams - Regarding Attachment an Initial Employment and Annual Physical Examinations: It lists on Page 2 of this policy and Electrocardiogram (EKG) is to be completed. Who is responsible for the cost of the EKG - the Division or the Contractor?

A42. Every facility is equipped with an EKG machine. The contractor's staff will be responsible for administering the test.

Q43. On Page 22 - #4. Peer Review - The Division states that peer reviews are to be completed quarterly. NCCHC Standard Y-C-02 Clinical Performance Enhancement states it is to be done annually. Would the Division accept this and let the contractor do it annually versus quarterly?

A43. If the peer review annually meets the standards set forth in the NCCHC guidelines the Division will accept that.

Q44. Page 29 - Appendix C - Additional Charges (include cost of lab work/PPD/X-rays, etc.) - and on page 21 2.c. It states the Contractor will provide annual PPD testing, including cost of serum). Who is responsible for the cost of the PPD serum - the Division or the Contractor?

A44. The contractor is responsible for the cost of the serum, but that cost can be recovered in the cost of the physical.

- Q45. NCCHC is a facility accreditation. Will the contractor be financially responsible if the facility cannot accredit due to physical plant restrictions, Counselor training (required by NCCHC) and anything else that is outside the contractor ability to manage?
- A45. It is the intent of DJS to penalize the contractor only if the failure to achieve accreditation is the fault of the contractor. The contractor will not be responsible for the shortcomings of DJS.
- Q46. Do current employees need to go through the background investigation and drug testing process, including drug screens?
- A46. Since this is not a requirement of the current contract all employees would need to be screened and Drug Tested.
- Q47. What is the prescribed DJS timekeeping system and who shall be financially responsible for its operations and maintenance?
- A47. DJS is in the process of establishing a Division-wide time keeping system for all Detention and Correction facilities. The time clock system will utilize the Gen-Pro time keeping software. DJS will be solely responsible for its upkeep and maintenance.
- Q48. Does this include the first aid kits carried in the DJS vehicles? Who is responsive for the monthly inspections and annual inventory?
- A48. The contractor will only be held accountable for the first aid kits in the facility. The first aid kits in the vehicles will be the responsibility of DJS.
- Q49. Will the WVDJS provide secure storage for all pre-employment drug tests? Who is responsible for the chain if custody for samples?
- A49. There will be secure storage available on site and the contractor will be performing the tests so they will be responsible for the chain of custody.
- Q50. May a Licensed Practical Nurse be substituted for the Registered Nurse (RN)?
- A50. Yes, the Registered Nurse position is shown at each facility as the Medical Administrator as an example for bidding purposes only. The position can be filled by an experienced LPN, but the position will only be reimbursed based on the qualifications of the actual person in the position.
- Q51. For NCCHC Accreditation purposes is the Dr. Harriet B Jones Treatment Center a separate correctional facility of will it be a satellite facility for Industrial Home for Youth?
- A51. The Dr. Harriet B Jones Treatment Center will be treated as a separate correctional facility.

- Q52. Will the contractor be reimbursed for any hours worked over the minimum levels of staffing in the table of organization? (Physician, Dentist, Physician Assistant, Nurse Practitioner, Registered Nurse and Licensed Practical Nurse)
- A52. The contractor will be reimbursed for all hours worked by the staff at the facility provided their schedules are deemed necessary for the proper operation of the medical unit.
- Q53. in the RFQ there is no mention of pricing for senior management (IE Vice President, Junior Vice President, and Regional Coordinator)? Should any or all of these be added to the staffing pattern and bid accordingly?
- A53. The Senior Management positions should not be added to the staffing pattern because they are not directly linked to the operations of any single facility. The costs of Senior Management are to be included in the Monthly Administration Fee as described in Part 4 in the Bid Submission Format as follows:

PART 4 Bid Submission Format:

All bids must be submitted on the attached bid sheet. Contract will be awarded to the bidder submitting the lowest projected annual cost based on the projected usage. Bids will consist of the following categories:

Monthly Administration Fee: The contractor will bid an all inclusive fee to cover the cost of managing the contract. This fee will include:

- A. The cost associated with the Statewide supervision of all employees
- B. Verification of validity of licenses for all employees
- C. The development of operational policies
- D. That a physician is on call to consult in emergency cases
- E. Sufficient contracts are in place to cover specialized services (lab work, X-rays, disposal of Biomedical Waste, etc.)
- F. A consulting pharmacist
- G. A consulting dietician
- H. That quality management support services are provided
- I. And that all DJS, ACA and NCCHC Guidelines are followed.
- Q54. When is the expected WVDJS medical Services Contract Award Date and the Start Date?
- A54. The contract award date and start date will be contingent on the Bid Date of 4/19/11 and sufficient time to evaluate recommend and put in place the successful bidder. With the bid date being 4/19/11 unless there are problems with the award process it would be anticipated that the award and start date could possibly be accomplished by 6/1/2011, but this is only an educated guess at this time.

- Q55. Can the Vendor obtain an electronic/digital copy (Microsoft Word) of the WVDJS010311?
- A55. The portion of the RFO prepared by DJS is available for distribution if this is permitted.
- Q56. Will all vendors be provided answers to all written questions submitted by all vendors?
- A56. Yes, the answers to all questions will be answered in an Addendum that is posted in the Purchasing Bulletin.
- Q57. May vendors submit alternate proposals?
- A57. No the RFQ process does not allow for any mechanism to evaluate alternate proposals. However, you may submit two separate bids. Please be sure the bids are marked appropriately.

EXHIBIT 10

REQUISITION NO.: DJS010311

ADDENDUM ACKNOWLEDGEMENT

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NO. 2
NO. 3
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SIGNATURE

Wexford Health Sources, Inc. COMPANY

May 9, 2011 **DATE**

REV. 11/96



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

Request for Quotation

REQ NUMBER DJS010311

PAGE	
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TARA LYLE

304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Wexford Health Source, Inc. 425 Holiday Drive Foster Plaza Two Pittsburgh, PA 15220

DIVISION OF JUVENILE SERVICES SECOND FLOOR 1200 QUARRIER STREET CHARLESTON, WV 25301 304-558-6029

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- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
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REQUISITION NO.: DJS010311

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SIGNATURE

Wexford Health Sources, Inc.

COMPANY ·

May 9, 2011

DATE



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PITTSBURGH PA

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

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WEXFORD HEALTH SOURCES INC

412-937-8590

Request for Quotation

DJS010311

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FARA LYLE

TARA LYLE 304-558-2544

DIVISION OF JUVENILE SERVICES

SECOND FLOOR

1200 QUARRIER STREET CHARLESTON, WV

25301

304-558-6029

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ADDENDUM NO. 3 DJS010311

THE BID OPENING DATE HAS BEEN MOVED FROM WEDNESDAY, APRIL 27, 2011 TO WEDNESDAY, MAY 4, 2011.

OPTIONAL SITE VISITS

There will be optional site visits at two juvenile centers for DJS010311. This is strictly a site visit. Agency personnel may not answer any technical questions during the site visits.

Site No. 1

James H. "Tiger" Morton Juvenile Center 60 Manfred Holland Way Dunbar, WV 25064

Date and Time for site visit:

Monday, April 18, 2011 10:00 am to 12:00 pm

Tuesday, April 19, 2011 10:00 am – 12:00 pm

Site No. 2

West Virginia Industrial Home For Youth 7 Industrial Boulevard Industrial, WV 26426

Date and Time for site visit:

Wednesday, April 20, 2011 10:00 am - 12:00 pm

Thursday, April 21, 2011 10:00 am – 12:00 pm

To make arrangements for the site visit, contact Bruce Blackhurst at 304-558-9800.

Please note: Agency personnel may not answer any technical questions during these site visits. The deadline to submit technical questions has already elapsed and no further questions will be accepted.

REQUISITION NO.: DJS010311

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May 9, 2011 **DATE**



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

Request for Quotation

RFQ NUMBER
DJS010311

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TARA LYLE 304-558-2544

DIVISION OF JUVENILE SERVICES
SECOND FLOOR
1200 QUARRIER STREET

CHARLESTON, WV 25301

304-558-6029

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- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
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- All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid pening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Appendix B Monthly Rates

Category	Monthly Rate
Monthly Administration Fee	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Monthly Maintenance Fee (based on Facility Size)	
Supply / Ancillary Charges for a Facility with 15-30 Beds	
Supply / Ancillary Charges for a Facility with 30-50 Beds	
Supply / Ancillary Charges for a Facility with 50- 100 Beds	
Supply / Ancillary Charges for a Facility with over 100 Beds	

REQUISITION NO.: DJS010311

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

NO. 1
NO. 2
NO. 3
NO. 4 .X
NO. 5

ADDENDUM NO.'S:

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My July Signature

Wexford Health Sources, Inc.
COMPANY

May 9, 2011 DATE



RFQ COPY

425 Holiday Drive

Foster Plaza Two

Pittsburgh, PA 15220

TYPE NAME/ADDRESS HERE Wexford Health Sources, Inc.

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

Request for Quotation

DJS010311

PAGE

ADDRESSICORRESPONDENCE IO ANIENTIONIO

TARA LYLE 304-558-2544

DIVISION OF JUVENILE SERVICES

SECOND FLOOR
1200 QUARRIER STREET
CHARLESTON, WV
25301 304-

304-558-6029

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VP of Finan	ce	F	#59-	23639	73		ADDRES	S CHANGES	TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: in the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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 http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
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Revised 4/29/2011

WEST VIRGINIA DIVISION OF JUVENILE SERVICES RFQ DJS010311 FOR MEDICAL SERVICES RID SUBMISSION PAGE

510 300			MONTHLY		ANNUAL
			COST	F	COST
CONTRACT ADMINISTRATION FRO	M APPENDIX B			x 12 =	<u> </u>
MONTHLY COST TO MAINTAIN FA	CILITIES MONTHLY COST PER FACILITY (APPENDIX B)	CURRENT FACILITY COUNT	MONTHLY COST		ANNUAL COST
15 - 30 BED 31 - 50 BED 50 - 100 BED OVER 100 BED		X 2 : X 1 :		x 12 = x 12 = x 12 = x 12 =	
MEDICAL FTE'S	HOURLY RATE (APPENDIX A)	PROJECTED ANNUAL HOURS	, *		PROJECTED ANNUAL COST
PHYSICIAN DENTIST PHYSICIAN ASSISTANT NURSE PRACTITIONER REGISTERED NURSE LICENSED PRACTICAL NURSE		X 1,468 X 728 X 150 X 150 X 22,880 X 53,664		= = = = =	
ANNUAL PHYSICALS	PROPOSED COST (APPENDIX C)	PROJECTEI COUNT X 1,050		=	2022222
Bidder Name: Bidder Representative Name: Address:	PROJECTED A		OF CONTRAC	<u>.</u>	·
Phone #: E-Mail Address					

^{*} These are the Projected numbers for this contract. These projections are for bid comparison only and do not guarantee any specific level of service to be utilized. The actual numbers utilized will determine what will be paid on this contract.

REQUISITION NO.: DJS010311

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 .X

ADDENDUM NO.'S:

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SIGNATURE

Wexford Health Sources, Inc.

May 9, 2011

DATE



IV. BID (PRICE) SUBMISSION

As required by the RFQ, Wexford Health has submitted our bid on the bid sheet(s) provided with the solicitation documents. These sheets can be found on the following pages.

We understand and acknowledge that the State will award the contract to the bidder submitting the lowest projected annual cost based on the projected usage. Our bid consists of the following categories.

- An all-inclusive Monthly Administration Fee that covers our costs to manage the contract, including the items listed below.
 - The cost associated with statewide supervision of all employees
 - Valid license verification for all employees
 - Development of operational policies
 - On-call physician coverage for emergency cases
 - Sufficient contracts to cover specialized services (lab work, x-rays, disposal of biomedical waste, etc.)
 - A consulting pharmacist
 - A consulting dietician
 - Quality management support services
 - Compliance with all applicable DJS, ACA, and NCCHC guidelines
- An all-inclusive **Monthly Maintenance Fee** that covers our cost to maintain and stock the Medical Section in each facility, based on the number of beds each facility is designed to accommodate. Our Monthly Maintenance Fee includes the items listed below.
 - Sufficient OTC medications to meet the needs of the residents
 - All First Aid kits in the facility
 - A stocked emergency drug kit
 - Supplies prescribed by a specialist, including eyewear and hearing amplification devices
 - Radiology Services
 - Laboratory / Diagnostic Services
 - Random drug testing
 - Care, maintenance, and calibration of all medical equipment
 - Office supplies, postage, etc
- Hourly Statewide Rates (inclusive of employee-related costs) for each category of medical personnel requested in the RFQ. Wexford Health understands that the numbers of hours listed on the bid submission form are projected minimum hours by position for bidding purposes only, and do not create any guaranteed level of billing once the contract is awarded. We will bill the Division based on the actual number of hours of service we provide, by category. We further understand that we can use Physician Assistants and Nurse Practitioners on a PRN basis to cover for Physician hours, but that such use of mid-level practitioners cannot collectively exceed 50% of the Physician hours billed at any single location.
- A fee for **Annual/Pre-Employment Physicals** that includes the cost of lab work, PPDs, etc.; Wexford Health will bill associated Physician/Nursing time through the facility providing the service.

If awarded the DJS contract, Wexford Health will work with the Division to develop an invoicing format that provides all billing information on a monthly basis, by facility, for accountability issues.

WEST VIRGINIA DIVISION OF JUVENILE SERVICES RFQ DJS010311 FOR MEDICAL SERVICES BID SUBMISSION PAGE

				MONTHLY COST		ANNUAL COST
CONTRACT ADMINISTRATION F	ROM APPENDIX B			\$32,860.09	X 12 =	\$394,321.07
MONTHLY COST TO MAINTAIN F	ACILITIES MONTHLY COST PER FACILITY (Appendix B)		CURRENT FACILITY COUNT	MONTHLY COST		ANNUAL COST
15 -30 BED 31 -50 BED 50 -100 BED OVER 100 BED	\$541.31 \$969.85 \$1,894.59 \$4,601.14	X X X	7 2 1 1	= \$3,789.17 = \$1,939.70 = \$1,894.59 = \$4,601.14	X 12 = X 12 = X 12 = X 12 =	\$45,470.09 \$23,276.36 \$22,735.05 \$55,213.69
MEDICAL FTE'S	HOURLY RATE (APPENDIX A)	P	ROJECTED* ANNUAL HOURS			
PHYSICIAN DENTIST HYSICIAN ASSISTANT NURSE PRACTITIONER REGISTERED NURSE LICENSED PRCATICAL NURSE	\$106.71 \$78.05 \$66.90 \$66.90 \$32.72 \$23.16 PROPOSED COST	X X X X X	1,468 ,728 150 150 22,880 53,664 ROJECTED* COUNT		= = = =	\$156,657.49 \$56,820.40 \$10,035.00 \$10,035.00 \$748,597.03 \$1,242,988.15
ANNUAL PHYSICALS	(APPENDIX C) \$15.77	X	1,050		=	\$16,556.82
	PROJECTED A	NNUAL	COST OF	CONTRACT		\$2,782,706.15
Bidder Name: Bidder Representative Name: Address:	Wexford Health So John Froehlich 425 Holiday Drive; Pittsburgh, PA 152	Foster				
Phone #:	(412) 937.8590 info@wexfordhealth.	.com				

^{*}These are the Projected numbers for this contract. These projections are for bid comparison 'y and do not guarantee any specific level of service to be utilized. The actual numbers utilized determine what will be paid on this contract.

Appendix A Hourly Rates

Personnel Category	Hourly Rate
Physician (Medical Director)	\$106.71
Physician Assistant	\$66.90
Nurse Practitioner	\$66.90
Dentist	\$78.05
Registered Nurse	\$32.72
Licensed Practical Nurse	\$23.16
Total All Staff	N/A

AppendixB Monthly Rates

Category	Monthly Rate
Monthly Administration Fee	\$32,860.09
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Monthly Maintenance Fee (based on Facility Size)	
Supply / Ancillary Charges for a Facility with 15-30 Beds	\$541.31
Supply / Ancillary Charges for a Facility with 30-50 Beds	\$969.85
Supply / Ancillary Charges for a Facility with 50- 100 Beds	\$1,894.59
Supply / Ancillary Charges for a Facility with over 100 Beds	\$4,601.14

Appendix C Additional Charges

Category	Charges per Service
Annual/Pre-Employment Physicals Fee (This cost should only include the cost oflab work / PPD / X-Rays etc.) Physician / Nursing Time will be billed through the facility providing the service.	\$15.77