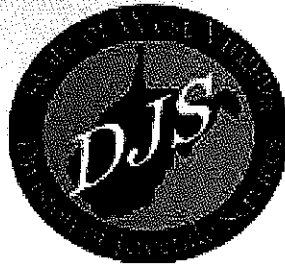
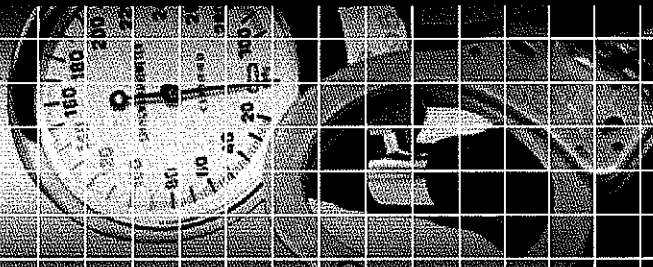


**ORIGINAL**

**Response to Request for Quotation # DJS010311  
for Professional Medical Services  
West Virginia Division of Juvenile Services  
Charleston, WV**

**May 11, 2011**

**MCHC** | **COMPANIES, LTD.™**  
*A subsidiary of Correctional Healthcare Companies*



**RECEIVED**

**2011 MAY 10 A 10:03**

**PROCURING DIVISION  
STATE OF WV**

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**Table of Contents**

<b>Section</b>	<b>Page</b>
<b>Cover Letter</b>	
<b>Executive Summary</b> .....	<b>1-1</b>
<b>Quotation Form</b>	
Legal Response.....	2-1
<b>Addendums</b> .....	<b>3-1</b>
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
<b>Procurement Specifications</b> .....	<b>4-1</b>
<b>Bid Submission/Cost Proposal</b> .....	<b>5-1</b>
Bid Submission Page	
Appendix A	
Appendix B	
Appendix C	
Cost Proposal Summary	
<b>Required Forms</b> .....	<b>6-1</b>
Certificate of Good Standing	
Compliance Certificate	
Purchasing Affidavit	

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May 10, 2011

Tara Lyle  
State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

RE: Request for Quotation – Professional Medical Services – West Virginia Division of Juvenile Services

Ms. Lyle and Evaluation Committee:

CHC Companies, Ltd. of WV (CHCC) is pleased to provide the following proposal in response to the West Virginia Division of Juvenile Services (WV DJS) Request for Quotation (RFQ) for Professional Medical Services. We currently manage correctional healthcare services at more than 240 correctional facilities, ranging from 40 bed jails to large 3,500 bed correctional institutions across 25 states. We have successfully grown our business through both a strong commitment to top quality healthcare and a special attentiveness to the specific needs of each facility we serve. We employ more than 1,700 employees and 179 contractors throughout the United States.

One of CHCC's key differentiators from our competition is our depth of experience in correctional healthcare for the juvenile population. We understand the differences in serving the juvenile population. Dr. Larry Wolk, CHCC's President, is a highly respected pediatrician who maintains a special interest in and provides additional insight for our juvenile healthcare programs.

We are focused on meeting the specific needs of the WV DJS. CHCC is an experienced provider who offers the following:

- Accountability for program management
- Staffing/personnel management: staff turnover control and back-fill strategies to ensure continuity of coverage by certified, experienced, qualified healthcare staff
- Open and frequent communication – mutually agreed upon status meetings/updates
- Experience in obtaining and maintaining National Commission on Correctional Healthcare (NCCHC)/American Correctional Association(ACA)/Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) accreditations – we have four sites that are “Triple-Crowns”
- Experienced in facilitating onsite services to help control costs and security issues

CHCC's correctional healthcare program includes corporate oversight consisting of 24/7/365 customer support, a team of legal experts, human resources supervision and support, IT solutions, and utilization and pharmacy management. We help the facility manage risk, control costs, and eliminate management headaches. In our RFQ response, we have designed a comprehensive solution that will deliver exceptional care for residents within the WV DJS facilities. This solution reflects our steadfast objective of promoting humane medical programs through our cooperative relationship with correctional staff and administration, the sustaining of NCCHC compliant industry-



COMPANIES, LTD.™

A subsidiary of Correctional Healthcare Companies

www.correctioncare.com

6200 S. Syracuse Way, Suite 440, Greenwood Village, CO 80111 1-866-246-5245

best practices, our proven policies and procedures, and a Continuous Quality Improvement program.

A solid future is often built from a strong foundation. We will provide the highest level of service – one that the WV DJS deserves – with implementation of a total healthcare program. The success of this project is extremely important to us, and you will receive 100% dedication from our team of experienced professionals. Our mission is to “do the right thing” for our clients, for our patients/residents and for our team members. Should you have any questions related to our response, please feel free to contact Dennis Dougherty, your Director of Business Development, at (309) 256-3461. We look forward to discussing our proposal in further detail with the State.

Sincerely,

Doug Goetz  
Chief Executive Officer



Providing comprehensive, quality inmate healthcare services to correctional facilities throughout the United States.



## Executive Summary

A successful and dynamic Juvenile Healthcare Program is critical for juvenile detention facilities in their quest to support the varying needs of the resident population including, but not limited to:

- Conducting thorough and accurate assessment at intake (one that also includes an understanding of mental health issues)
- Ensuring accurate diagnosis
- Providing appropriate and timely follow up

At the same time, a successful program must meet the needs of the individual facility by:

- Providing quality onsite care, complementing the operational structure at each facility
- Adhering to National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA) and state, county, and federal regulations/standards
- Managing risk exposure

CHCC understands that true value from a juvenile detainee healthcare program can only be realized when the needs of the resident, the facility, and the West Virginia Division of Juvenile Services (WV DJS) are met. For over ten years, CHCC has been providing healthcare to juvenile detention centers throughout the Midwest and the West. Of the over 240 county and state facilities we provide correctional healthcare services for, 30 of those are juvenile facilities. This experience allows us to truly understand the needs of the juveniles residing in the WV DJS facilities.

CHCC has taken a well rounded approach – bringing together experts in a variety of areas – to bring to the WV DJS the best program to meet its needs for a juvenile healthcare program today and tomorrow. CHCC's experience and program structure provides significant advantages to WV DJS that includes, but is not limited to:

- Dedicated human resource department that ensure the right healthcare professionals are placed in the facility
- A formal training structure that includes gaining knowledge of all related WV DJS procedures
- Policies and procedures written to adhere to West Virginia standards for juvenile detention facilities regulations, facility standards, NCCHC and ACA standards, and industry best practices
- Record keeping management
- Crisis intervention and emergency services
- A program structure that enforces ongoing reporting/communication to the State and facility personnel
- Special needs populations and treatment plans
- Continuous quality improvement
- Multi-disciplinary consultation and collaboration

### UNDERSTANDING CHCC STRENGTHS

As with each and every one of our clients, the WV DJS will see the tremendous value CHCC brings. Specifically, for the facilities this means:

- CHCC will develop a team of healthcare providers who have strong skills and confidence to provide as many necessary services on site as possible without compromising the health and well being of the patient.
- Both CHCC and the WV DJS take great pride in implementing the right, standards-compliant process. CHCC follows the West Virginia Standards for Juvenile Detention Facilities, NCCHC, and ACA guidelines. Our policy and procedures are developed and maintained directly from those standards; we meet and maintain these standards 365 days per year. This means continuous delivery of quality services to the DJS.

In summary, CHCC understands the needs of the WV DJS. West Virginia needs a juvenile detainee healthcare provider to address the medical needs of its juvenile population, provide quality services, and control costs. The WV DJS needs a juvenile detainee healthcare provider who remains invested in the quality of services delivered in order to provide effective medical services that prevent future complications/risks for the juvenile and facility. The DJS needs a juvenile detainee healthcare provider who is able to look toward the County's future to ensure success today and tomorrow. CHCC has managed many juvenile detainee healthcare programs separate from adult detentions; we truly understand the unique differences between housing and caring for juvenile patients versus adult patients. We provide the corporate mechanism to support the various needs of the facility – with experts on-call 24/7/365. WV DJS deserves the experience, commitment, and value that CHCC will bring to the Division of Juvenile Services. We appreciate your consideration.



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**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE  
 304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
000	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES  INQUIRIES:  WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/25/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:  TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL						

SIGNATURE			TELEPHONE 720-622-8025		DATE 5/5/11	
TITLE Larry Wolk MD, MSPH, President		FEN 27-1813172	ADDRESS CHANGES TO BE NOTED ABOVE			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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](http://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 opening. 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).





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

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED</p>						

SIGNATURE		TELEPHONE	DATE
		720-622-8025	5/5/11
TITLE	FEBN	ADDRESS CHANGES TO BE NOTED ABOVE	
Larry Wolf, MD, MSPH, President	27-1813172		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE  
 304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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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.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	720-622-8025	5/5/11

TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Larry Wolk, MD, MSPH, President	27-1813172	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

DIVISION OF JUVENILE SERVICES

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COVERAGE REQUIRED IS \$1,000,000.00</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 720-622-8025	DATE 5/5/11
-----------	------------------------	-------------

TITLE Larry Wolk, MD, MSPH, President	FBN 27-1813172	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

BID NUMBER  
**DJS010311**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE  
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: **04/19/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----DJS010311-----</p> <p>BID OPENING DATE:-----04/19/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DJS010311 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 720-622-8025	DATE 5/5/11
-----------	------------------------	-------------

TITLE Larry Wolk, MD, MSPH, President	FEN 27-1813172	ADDRESS CHANGES TO BE NOTED ABOVE
---------------------------------------	----------------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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## Legal Response to Terms & Conditions/Instructions to Bidders

### Quotation Form

#### Exhibit 3

**Life of Contract:** This contract becomes effective on award and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 days written notice.

**Cancellation:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**Bankruptcy:** In the event the vendor/contractor files for bankruptcy protection, the State may deem the contract null and void, and terminate such contract without further order.

CHCC offers the following alternative language for consideration:

#### Termination

**TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this Agreement shall be subject to annual appropriations by the County Board of the County.

Recognizing that termination for lack of appropriations may entail substantial costs for CHCC, the County and the Sheriff shall act in good faith and make every effort to give CHCC reasonable advance notice of any potential problem with funding or appropriations.

If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County and Sheriff may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CHCC.

**TERMINATION DUE TO CHCC'S OPERATIONS.** The County reserves the right to terminate this Agreement immediately upon written notification to CHCC in the event that CHCC discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.

**TERMINATION FOR CAUSE.** The Agreement may be terminated for cause under the following provisions:

**TERMINATION BY CHCC.** Failure of the County and/or Sheriff to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by CHCC upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to CHCC.

**Part One**

**General Information, Terms and Conditions**

**1.2 Term of Contract & Renewals:**

This contract will be effective on award and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, the vendor may terminate the contract for any reason upon giving the agency ninety (90) days written notice. Notice by vendor of intent to terminate will not relieve vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in federal and state law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the vendor by the agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the state upon written notice to the vendor at least thirty (30) days prior to termination of this contract.

Please refer to our "Termination" language provided above in response to Exhibit 3. CHCC acknowledges the State's request for these terms but reserves our right to negotiate the specific language of said terms during the contract negotiations.

## **Addendums**

**Addendum 1**

**Addendum 2**

**Addendum 3**

**Addendum 4**

**Addendum 5**



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**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF JUVENILE SERVICES

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/08/2011				

BID OPENING DATE: **04/20/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 04/14/2011 TO 04/20/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES						
***** THIS IS THE END OF RFQ DJS010311 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **760-422-8025** DATE **4/29/11**

TITLE **President** FEIN **27-3900909** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
 Post Office Box 50130  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

PROPERTY

DIVISION OF JUVENILE SERVICES

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/12/2011				

BID OPENING DATE: 04/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO CLARIFY THE BID OPENING DATE. THE ORIGINAL BID OPENING DATE WAS SCHEDULED FOR 04/19/2011. ADDENDUM NO. 1 ISSUED ON 04/08/2011 EXTENDED THE BID OPENING DATE TO 04/20/2011. 2. THE BID OPENING DATE HAS BEEN EXTENDED TO 04/27/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	720-622-8025	4/29/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	27-3900909	

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/15/2011				

BID OPENING DATE: **05/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO MOVE THE BID OPENING DATE FROM 04/27/2011 TO 05/04/2011.						
2. OPTIONAL SITE VISITS AVAILABLE APRIL 18 THROUGH APRIL 21, 2011 PER THE ATTACHED PAGE. PLEASE NOTE: THESE ARE SITE VISITS ONLY. AGENCY PERSONNEL WILL NOT ANSWER ANY QUESTIONS NOR WILL ANY ADDITIONAL QUESTIONS BE ACCEPTED.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES						
***** THIS IS THE END OF RFQ DJS010311 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 720-622-8025	DATE 4/29/11
TITLE President	FEIN 27-3906909	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
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 TARA LYLE  
 304-558-2544

RFQ COPY

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RFQ COPY

SHIP TO

DIVISION OF JUVENILE SERVICES

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/25/2011				

BID OPENING DATE: 05/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. TO ATTACH A REVISED COPY OF APPENDIX B. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 4						
0001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES						
***** THIS IS THE END OF RFQ DJS010311 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 720-622-8025 DATE 4/29/11

TITLE President FEIN 27-3900909 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2011				

BID OPENING DATE: 05/11/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
1. TO ATTACH A REVISED COPY OF THE BID SUBMISSION PAGE.						
2. TO MOVE THE BID OPENING FROM 05/04/2011 TO 05/11/2011.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 5						
0001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES						
***** THIS IS THE END OF RFQ DJS010311 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 720-622-8025	DATE 5/5/11
TITLE Larry Wolk, MD, MSPH, President	FEIN 27-183172	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

EXHIBIT 10

REQUISITION NO.: .....

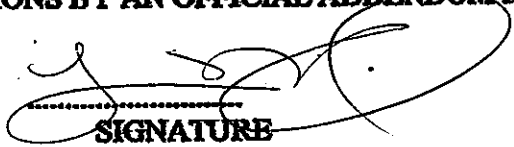
ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.'S:

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

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY 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.

  
.....  
SIGNATURE

.....  
Correctional Healthcare Companies, Ltd.  
COMPANY

.....  
May 5, 2011  
DATE

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## Response to Procurement Specifications

### Part 3 Procurement Specifications

#### 3.1 General Requirements

1. Delivery of all services must be in compliance with the West Virginia Division of Juvenile Services' policies and procedures, NCCHC Standards, ACA Guidelines and all applicable local, state and federal laws and guidelines.

CHCC will deliver all services in compliance with the West Virginia Division of Juvenile Services' policies and procedures, NCCHC Standards, ACA Guidelines and all applicable local, state, and federal laws and guidelines.

2. Within six (6) months of award, the contractor shall be prepared to apply for NCCHC accreditation and maintain this status for the length of the contract. Any facility with current accreditation will maintain said accreditation for the length of the contract.

CHCC understands and will comply. We have assisted numerous facilities in obtaining and/or maintaining NCCHC accreditation, and we will work closely with the WV DJS on their NCCHC accreditation status. We have a 100% track record of success in helping our clients acquire and maintain accreditations including NCCHC and ACA.

- a. The Division of Juvenile Services will pay for the initial NCCHC application fee, the initial inspection and yearly renewal costs.

CHCC has read and understands.

- b. Any additional inspection fees due to failure on the part of the contractor to achieve accreditation shall be at the expense of the contractor.

CHCC understands and will comply.

- c. It shall be the responsibility of the contractor to fill out the initial application and notify the facility director/superintendent when this has been done. The contractor shall also see that the initial application and any and all correspondence between the vendor and NCCHC including surveys and questionnaires are copied to the facility director/superintendent and also to the contract monitor at the Division of Juvenile Services' central office.

CHCC understands and will comply.

- d. In any DJS facility where accreditation has not been obtained within twelve (12) months of award of the contract, the contractor may be penalized 2% of that facility's monthly billing amount until accreditation is obtained.

CHCC understands and will comply.

3. Comprehensive health care shall include, but not be limited to, the provision of on- site and offsite general medical, dental and/or and diagnostic ancillary services.

CHCC understands that comprehensive healthcare under the contract will include the provision of onsite and offsite general medical, dental and/or diagnostic ancillary services. Please refer to the Cost Proposal for details.

4. Vendor will cooperate with the Division of Juvenile Services to provide records including timekeeping for billing and auditing purposes.

CHCC will cooperate fully with the DJS to provide records, including timekeeping for billing/auditing purposes.

5. Vendor will provide at the request of Division of Juvenile Services any licensing or qualification of medical staff providing services.

Upon request, CHCC will provide copies of licensing and qualifications of our medical staff providing services at the DJS facilities.

6. The vendor shall not have had a medical contract terminated within the last four years due to noncompliance or failure to fulfill the terms of the contract.

CHCC has not had a medical contract terminated within the last four years due to noncompliance or failure to fulfill terms of the contract.

### **3.2 Personnel Selection and Retention Requirements**

1. In order to be eligible for employment within a facility under the control of the WV DJS, all contract and subcontracted employees must:
  - a. Pass a background investigation conducted by the WV DJS or its designee. Such investigation shall be the equivalent of the investigations conducted for all WV DJS applicants.
  - b. Pass an initial drug test administered by the vendor and witnessed by a DJS liaison.
  - c. Possess unrestricted licenses. For the purpose of this contract any medical professional is not an eligible candidate for employment if they are practicing on a Consent Agreement, a suspended license or have a reprimand recorded against their license. Any healthcare professionals who have been convicted of a felony in accordance with any state or federal law are unacceptable.

CHCC understands and will comply with the requirements. In a correctional setting, the process by which employees and physicians are credentialed is key to creating a safe and consistent healthcare delivery system. We have developed a credentialing procedure to verify licensure and practice history for all licensed candidates prior to their hire. Routine licensure, verification, and update of CPR certifications are performed annually. Our team approach to credentialing ensures a thorough review of each applicant. Staff will not be hired or subcontracted if any of the following conditions exist:

- Loss of license or voluntary surrender of license
  - Limitation on license
  - Inability to obtain professional liability insurance
2. WV DJS reserves the right to require additional FTEs based on medical need.

CHCC understands and agrees to this statement.

3. The contractor shall provide adequate qualified medical care professionals for the provision of the aforementioned health care services in compliance with NCCHC/ACA and within the minimum on site-designated FTE staffing requirements.

CHCC will provide highly-qualified, experienced healthcare professionals who will perform services in full compliance with NCCHC/ACA guidelines and within the minimum onsite FTE staffing requirements.

4. The contractor must maintain the prescribed staffing plan for the delivery of services delineated with the RFQ. The contractor shall cover periods of absences necessitated by vacations, holidays, and sick leave.

CHCC will maintain the proposed staffing plan for delivery of services outlined in the RFQ. We will provide backfill for positions due to vacations, holidays, and sick leave.

5. The Division reserves the right to reassign FTEs based on need and site mission. The Division shall reserve the right to deny access to any facility of any contracted staff member with good cause.

CHCC understands that the DJS has the right to reassign FTEs based on need and site mission. CHCC will work in conjunction with the DJS to ensure that staffing is adequate for each facility. We understand that contract staff may be denied entry into any DJS facility, if good cause exists.

6. The contractor shall be responsible for ensuring that all qualified health care professionals participate in annual continuing education. At a minimum the continuing education will be at a level sufficient to meet their respective licensing requirements. The Division will not be responsible/liable for scheduling or paying for the required training.

We will ensure that every nurse will meet the annual continuing education requirements as set forth in both the NCCHC and ACA standards, as well as those required by the respective licensing boards. We will be responsible for team member wages and/or necessary overtime associated with such training.

We will provide monthly in-service education programs for our staff that shall include required facility training. Selected topics will be identified through the Continuous Quality Improvement (CQI) Program. The CQI Program is described in our response to the Quality Management Support Services section.

CHCC also provides online continuing education opportunities to our clinical staff. Many of these online courses meet the requirements for licensure renewals.

7. The contractor shall be responsible for assuring that all the required registrations, licenses and credentials associated with the operation are active and in good standing. This includes, but is not limited to, medical, dental, physician assistant (P A), nurse practitioner (NP), nursing, optometry, radiology, and other licenses, DEA registration, as well as registration with appropriate State Boards. The contractor shall provide the Facility Superintendent/Director of the respective facility with current resumes and licenses, required by statute, on all applicable qualified health care professional employees as well as those subcontracted professional employees. Licensed individuals, who have license restrictions or mandatory disciplinary stipulations upon their scope of practice are unacceptable candidates for employment within the correctional setting.

In accordance with NCCHC Standard J-C-01 and applicable ACA standards, CHCC will ensure that the healthcare staff are appropriately licensed, certified, and registered to perform their assigned duties. All licenses, certifications, and/or registration and orientation documents will be maintained by our Human Resources Department in the employee's personnel file. We will provide the DJS Facility Superintendent/ Director of the respective facility with copies of current licenses and resumes as required by statute, for CHCC employees and any subcontracted personnel. We understand that licensed individuals who have license restrictions or mandatory



disciplinary stipulations upon their scope of practice are not suitable candidates for employment at the DJS in the correctional environment.

8. When necessary for the treatment of any resident, the contractor shall be responsible for arrangements with medical specialists.

CHCC will make any necessary arrangements for medical specialists to treat residents.

9. The contractor agrees to require all newly hired employees to attend specific trainings (up to 20 hours) in areas specified by the WV DJS Training Department within 60 days of their start date.

CHCC team members will be oriented to the facilities, as well as to our company. Each team member and subcontractor will be required to complete our New Team Member Orientation Program indicating that they have received both oral and written information concerning their job responsibilities, security issues, and healthcare policies and procedures. New team members will be required to shadow and receive training by existing medical staff prior to working independently on any shift. CHCC will require all newly hired employees to attend specific training (up to 20 hours) in areas specified by the WV DJS Training Department within 60 days of their start date.

10. The contractor shall require all employees to be in attendance at annual in-service training (up to 20 hours) in areas specified by the WV DJS.

CHCC employees will be required to attend annual in-service training (up to 20 hours) in areas specified by the WV DJS. We will provide monthly in-service education programs for our staff that shall include required facility training. Selected topics will be identified through the CQI Program. Details on the CQI Program are provided in our response to the Quality Management Support Services section.

11. All contract staff must sign in to the facility upon arriving and sign out of the facility when leaving at the provided DJS sign in/out station.

CHCC staff will sign in when arriving and sign out when leaving the facility at the DJS sign in/sign out station.

12. All contract staff including physicians, PAs, nurse practitioners, RNs, LPNs and support staff, providing contracted services must clock in and out using the prescribed DIS timekeeping system. This record will be used for billing purposes.

All contract staff will clock in and out using the required DJS timekeeping system. We understand that this record will be used for billing purposes.

13. With respect to those employees and subcontractors employed by the contractor, the WV DJS, at its sole discretion, reserves the right to request random drug testing and to demand the immediate removal from a DJS facility of any individual who fails said drug screening or who has violated the rules and/or regulations of the WV DJS, or who poses a risk or unacceptable threat to the security of the institution. WV DIS shall provide written documentation to substantiate its demand for immediate removal of the contractor's employees or subcontractors. The employee will not be permitted back into the facility until there has been a resolution between the WV DJS and the contractor regarding the rationale for the WV DJS' request.

We understand that the WV DJS reserves the right to conduct random drug testing and to remove any individual from the facility who fails the screening or who has violated rules and/or regulations, or who poses a threat to the security of any DJS facility. The WV DJS will provide written documentation to substantiate demand for

immediate removal of CHCC employees. We understand that employees will not be allowed back in until a resolution is reached between all parties on the matter.

### **3.3 Administrative Services:**

1. The contractor shall have in place, sixty (60) days after award, the administrative components and operational policies and procedures necessary for continuing compliance with contract specifications and maintenance of accreditation status. The WV DJS reserves the right to review policies and procedures of the contractor in any areas affecting the performance of its responsibilities under law.

Our healthcare services meet constitutional requirements, community standards for correctional medical care, the NCCHC standards, ACA standards, and the Centers for Disease Control and Prevention (CDC) guidelines (for HIV, AIDS, tuberculosis, etc.). These services are designed to provide the same level of quality healthcare to the WV DJS's resident population as those provided in the local community.

We have developed a healthcare Policies and Procedures Manual (P&P Manual) based on the most current ACA and NCCHC standards, which are used as a basis for every healthcare program we operate for our correctional clients. All necessary healthcare and administrative forms and reports are included in the P&P Manual for use by the onsite healthcare team.

If awarded a contract pursuant to this proposal, and when a full complement of services are purchased, we will work with the WV DJS to review their current facility policies and procedures and develop a customized P&P Manual for the facility that fully meets the needs and requirements of the WV DJS and is in compliance with the latest ACA and NCCHC standards. Within the bounds of legal requirements for medical and security procedures, the P&P Manual is subject to the review and approval of the facility administration, including the areas of:

- Drug, syringe, and medical equipment security
- Alcohol and drug detoxification
- Identification, care, and treatment of residents with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with HIV, and those with any other disease that can be sexually transmitted
- Suicide prevention
- Use of physical restraints
- Identification, care, and treatment of individuals suffering from any mental illness, disease, or injury, including but not limited to, those residents presenting a danger to themselves and others
- CHCC reporting requirements to the WV DJS

The P&P Manual will be located in the health services unit and will remain accessible to all healthcare team members 24 hours a day. Every CHCC healthcare team member deployed at the facility will be required to read and comply with the P&P Manual. After reading the manual and becoming familiar with the contents, every healthcare team member will be required to sign and date a Policy and Procedure Review Form, which will be filed in the team member's personnel file located both at the corporate office and in the facility.

We will review our customized P&P Manual at least annually and will make revisions and updates as needed, under the direction of the CHCC Chief Medical Officer and with approval of the facility administration, to maintain compliance with ACA and NCCHC standards and the facility's needs.

2. The contractor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the facility's Superintendent/Director or designee. This includes, but is not limited to, medical, security-related and personnel issues that might adversely impact the delivery of health care services or the security needs of the

institution. This reporting may be initiated either verbally or in writing. However, any verbal communication must be followed up with written documentation within twenty-four (24) hours of the problem/incident.

CHCC staff will report any problems and/or unusual incidents to the facility's Superintendent/Director or designee. This will include, but not be limited to, medical, security-related and personnel issues that might compromise the delivery of healthcare services or the security needs of the facility. We understand that reporting can be done verbally or in writing. Verbal notification will be followed up with written documentation within 24-hours of the situation.

3. All individuals involved in the direct care of residents shall be qualified health care professionals. Residents will not be used to provide health care services to any person. Residents will not be utilized to clean bio-hazardous materials.

Only qualified professional healthcare personnel will be allowed to provide any direct care of residents. Residents will not be used in the provision of any healthcare services to anyone. Residents will not be used to clean or dispose of bio-hazardous materials.

### **3.4 Scope of Work**

#### **Receiving/Intake/Admission:**

1. All residents shall receive a receiving/intake health screening as delineated within the most current NCCHC /ACA Standards and DIS Policies, by a LPN, RN or other qualified health care professional as soon as possible but no later than twelve (12) hours of admission. This screening shall include at a minimum, current and past medical history with inquiry into current and past illnesses, health problems and conditions.

The first critical component to a responsive healthcare system is the receiving (intake) screening process. During the receiving screening process, when requested and when on site, each resident will receive orientation and information from our healthcare staff on how to access healthcare services while housed at the facility. This orientation may include:

- The purpose of receiving history and physical evaluations, provision of emergency services, pharmaceutical services and policies, infirmary and inpatient care
- The procedures for sick call and the times they are held during the week
- The procedures for obtaining healthcare services
- How to file a healthcare grievance
- Information on oral hygiene

#### **Receiving (Intake) Screening**

It is understood that all residents being booked into the facility receive a resident receiving screening as soon as possible, but no later than 12 hours of admission. When on site, our healthcare staff will triage any resident when requested by a detention officer during the receiving screening process. This process will ensure that anyone brought into the booking area is questioned about their health and triaged by a healthcare professional before being medically accepted for entry into the facility. The receiving screening will include, but is not limited to, the following:

- Inquiry into:
  - Any current illnesses, health conditions, medications, or special health requirements (e.g., dietary needs)
  - Diagnosis of serious infectious disease (hepatitis, HIV/AIDS, TB, STDs)

- Current communicable illness symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats)
  - Past or current mental health treatment, hospitalizations, or medications
  - History of or current suicidal ideation
  - Dental problems, allergies
  - For females, whether pregnant and history of pre-natal care
  - Alcohol and legal or illegal drug use (including the time of last use)
  - History of seizure activity, drug withdrawal symptoms
  - History of tobacco use
  - Other health problems as designated by the responsible physician
- Observation of the following:
    - Appearance (e.g., tremors, anxious, disheveled)
    - Behavior (e.g., hostile, appropriate, cooperative)
    - State of consciousness (e.g., alert, disoriented, lethargic)
    - Mobility (e.g., limp, crutches, wheelchair)
    - Breathing (e.g., cough, hyperventilation)
    - Skin (e.g., lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks or other indications of drug abuse)
  - Disposition into one of the following categories:
    - Referral to an appropriate medical or mental health service on an emergency basis
    - Referral to special housing
    - Placement in the general resident population and later referral to an appropriate healthcare service
    - Referral to outside provider for care that exceeds onsite capability

When the receiving screening indicates that a resident has a contagious disease, is on medication, has immediate medical needs, is intoxicated, or is experiencing substance withdrawal, our staff will refer the resident to a provider for further review and treatment. In addition, we will use over-the-counter products to delouse any resident entering the jail with scabies or lice, with the exception of residents that are pregnant, have allergies, open sores, or who are on seizure medication. We will also administer tuberculosis (PPD) skin tests, as clinically indicated or required.

### **Resident Injury or Illness Prior to Booking**

Residents who arrive at the facility with an injury or illness will be thoroughly assessed prior to booking. Based on a favorable evaluation by a CHCC qualified healthcare team member when on site, the resident will be accepted and booked into the facility. CHCC and our facility physician, together with the WV DJS, will develop medical admission criteria for the healthcare team member to follow when medically accepting a resident into the facility. If, in the opinion of the healthcare team member, the injuries or illness can be treated effectively on site, the resident will be accepted. Should the resident have injuries or illnesses beyond the capacity of treatment within the facility, the healthcare team will immediately advise detention and/or transport staff to transfer the resident to an appropriate offsite medical/mental health treatment center.

2. Health assessments shall be performed by a qualified health care professional for each newly admitted resident within seven (7) days of admission. If this assessment is completed by a nurse, physician's signature is required. If the assessment is performed by a mid-level practitioner, such as a PA or NP, the physician may review the findings as indicated.

CHCC understands and will comply. We will provide healthcare assessments to the residents of the DJA within 7 days of admission, in compliance with Y-E-04 (Essential) regulations.

3. Health assessments shall include vision and hearing tests and review of earlier receiving/intake screening and collection of data to complete the medical, dental, psychiatric, gynecological and immunization histories, as outlined by NCCHC/ACA.

### **Resident Health Assessments**

In accordance with NCCHC standards, a qualified healthcare professional will perform a resident health assessment within 7 days of the resident's arrival at the facility. If the assessment is performed by a nurse, the facility physician will review the results of the assessment to address any problems. The health assessment will include the following components:

- Review of the receiving screening results
- A complete and thorough physical examination, including comments about mental status
- Review of the significant findings of the health assessment, tests, and identification of problems by physician
- Record of the resident's height, weight, pulse, blood pressure, and temperature
- Initiation of therapy and immunizations when appropriate
- Additional testing as clinically indicated

For pregnant residents, the health appraisal will also include:

- Pregnancy test to confirm positive pregnancy
- Routine prenatal education and care
- Management of chemically addicted pregnant residents
- Postpartum follow-up care

If the resident requires further evaluation or treatment, a referral to the appropriate health provider will be made.

We will provide annual health assessments, including physical examinations, to residents who have been incarcerated at the facility for over one year.

4. Dental screening and oral hygiene instructions shall be performed by the contractor upon a resident's admission to the WV Division of Juvenile Services. A complete dental examination is to be performed by a licensed dental professional if there is an indication upon screening that the physical health of the resident would be adversely affected. All residents will be scheduled for a dental examination by a licensed dental professional designated by DJS after thirty (30) days of continuous DJS custody.

CHCC understands and will comply. Dental screening and oral hygiene instructions will be performed by CHCC upon resident admission to the WV DJS facility. A complete dental examination will be performed by a licensed dental professional if there is an indication that the physical health of the resident would be adversely affected.

We will schedule a dental examination by a licensed dental professional designated by WV DJS for all residents after 30 days of continuous DJS custody.

### **Contracted Physician's Duties and Responsibilities:**

1. There shall be a contracted physician on call twenty-four hours a day provided by the vendor for consulting services. Contact information for the on-call physician's list shall be provided to each facility.

CHCC will provide a physician who will be on-call 24-hours a day. Each facility will have contact information for the on-call physician to enable access to coverage 24/7.

2. Comprehensive health care shall include, but not be limited to, the provision of on-site general medical, dental and/or diagnostic and ancillary services.

CHCC will provide comprehensive healthcare to include the provision of onsite general medical, dental and/or diagnostic and ancillary services.

3. The contractor will work with the Division of Juvenile Services in the establishment and structure of physician's visits so as to coordinate the provision of these services within security parameters.

CHCC will coordinate the physician's onsite visits with the DJS to work within the security parameters established for the facilities.

4. Physician sick call shall be conducted within the parameters of NCCHC/ACA Standards. Providing the needs of the facility are met, sick call will be held:
  - a. A minimum of 1 day per week for facilities with fewer than 100 residents.
  - b. A minimum of 2 days per week for facilities with over 100 residents.
  - c. Mid-level practitioners, such as NPs and PAs may be utilized for a portion of the physician's sick call hours, not to exceed 50% of the total hours to be billed at the appropriate rate based on the level of service provided.

Physician sick call will be conducted within the parameters of NCCHC/ACA standards. We will comply with the RFQ requirements to provide:

- a. A minimum of one day per week for facilities with fewer than 100 residents.
- b. A minimum of two days per week for facilities with over 100 residents.
- c. Mid-level practitioners (such as NPs and PAs) for a portion of the physician's sick call hours, not exceeding 50% of the total hours to be billed at the appropriate rate based on level of service provided.

#### **Contracted Nurse's Duties and Responsibilities:**

1. The contractor will work with the Division of Juvenile Services in the establishment and structure of sick call and medication administration so as to coordinate the provision of these services within security parameters.

CHCC will work with the DJS to establish a structured sick call and medication administration in conjunction with security parameters.

2. Sick call shall be conducted by a licensed nurse daily at a time that shall not deter residents from seeking care. Residents requiring evaluations beyond the capabilities of the triage nurse shall be referred to the physician or mid-level practitioner, such as PA or NP. Non-emergency health care requests shall be triaged within twenty-four (24) hours. If a resident reports to sick call more than twice with the same complaint, then the resident shall be referred to the physician or mid-level practitioner on the next available visit for further evaluation. The mid-level practitioner will perform evaluations and treatments within his/her scope of practice, referring appropriate patients to the physician as needed.

We have developed a system through which inmate requests are received and triaged daily by healthcare staff up to seven days per week (depending on final staffing plan as mutually agreed upon by CHCC and the DJS). The resident will request a healthcare consultation by using a healthcare request form provided by the facility. Qualified healthcare team members will accept written requests for healthcare by residents up to seven days per

week, generally during daily resident interaction at medication pass. The nursing team will evaluate, triage, and suggest treatment within the constraints of their licensures and clinical protocols. Any problems that exceed the scope of the clinical protocols will be referred to the facility physician for review and treatment. Patient referrals shall be scheduled to a physician according to clinical priority. When indicated, inmates will be seen by a qualified healthcare professional within 24 hours of receipt of their request. If a resident reports to sick call more than two times with the same complaint and has not been seen by a physician, they will be referred to a physician.

The facility provider will conduct a sick call clinic on a regular schedule each week. During the provider sick call clinic, the provider will evaluate residents referred by the healthcare team nurse (post triage) and will conduct follow-up evaluation and/or treatment. The provider will provide routine non-invasive diagnostic procedures and will identify and refer any conditions requiring secondary or tertiary services. All requests for provider sick call will be seen by the provider. The provider will review prescriptions, medication administration, and monitoring of residents with chronic or special health requirements at least every 90 days to ensure continuity of care and appropriateness of treatments.

A log will be utilized to record each request for sick call services, the date the resident was seen, and disposition of the sick call visit. Appropriate documentation will be recorded and maintained for all residents seen at sick call and will be incorporated into their health record. Each resident's health record will contain appropriate entries documenting all sick call encounters:

- The resident's specific healthcare complaint
- The examining healthcare professional's assessment
- The prescribed treatment plan
- Follow-up encounters to the point of healthcare problem's resolution

This will ensure that all resident healthcare complaints are properly and promptly handled, documented, and followed through to a satisfactory resolution.

3. The contractor must provide health education services and training in self-care skills to residents. Topics for health education may include, but not be limited to, such areas as personal hygiene, nutrition, physical fitness and methods for self-examination, chemical dependency, sexually transmitted diseases, stress management and chronic disease education. Methods for health education may include individual instructions, classes, group discussion, videotapes, pamphlets and brochures.

CHCC can implement a health education program for residents. CHCC believes that health education is a continuous process that occurs during sick call encounters, chronic care visits, and during formal education sessions. CHCC will provide a variety of education programs for the residents. Topics may include, but are not limited to: personal hygiene, nutrition, physical fitness and methods for self-examination, chemical dependency, sexually transmitted diseases, stress management, and chronic disease education. Health training delivery may include individual instruction, classes, group discussions, videotapes, pamphlets and brochures.

4. The contractor will provide training for all staff (including WV DJS) in communicable diseases and disposal of biomedical hazardous waste. This applies to new hire orientation and annual training.

Training will be provided for all staff (including WV DJS) in communicable diseases and disposal of biomedical hazardous waste.

In accordance with NCCHC Standard J-C-09 and applicable ACA standards, CHCC will ensure that healthcare staff completes basic and in-depth orientation programs within 90 days of their employment. Comprehensive

training of all team members is integral to the success of CHCC's healthcare program. It is imperative that all CHCC team members are experienced, credentialed, and dedicated to providing quality healthcare. All CHCC team members will be oriented to the facility as well as to our company. Each team member and independent contractor will be required to complete our New Team Member Orientation Program indicating that they have received both oral and written information concerning their job responsibilities, security issues, and infection control procedures. New team members will be required to shadow and receive training by existing medical staff prior to working independently on any shift. In addition, all CHCC team members will be required to attend training on DJS security procedures, radio procedures, interpersonal communication skills, and other security topics deemed necessary and made available and coordinated by the DJS. CHCC will also ensure that every nurse meets the annual continuing education requirements as set forth in both the NCCHC and ACA standards.

### **Communicable Diseases**

We will provide an Infection Control Program that will focus on the prevention, identification, and control of infectious diseases, whether they are acquired within the correctional setting or introduced from the outside community.

To facilitate the prevention, identification, and control of communicable diseases, CHCC's Infection Control Program utilizes an infection control manual that focuses on education, prevention, and monitoring infection control issues. These activities help us in identifying and meeting the health education needs of residents and employees of the facility. CHCC also provides training to healthcare and security staff on the latest standard precautions to be utilized when handling residents with communicable diseases. Our healthcare team at the facility will monitor and collect data regarding the incidence of communicable diseases, including:

- Residents testing positive for HIV, hepatitis or sexually transmitted diseases
  - Residents diagnosed with AIDS
  - Residents testing positive for TB
5. In the interest of public health of the community, the contractor shall participate in any state or federal programs (pilot) that will assist the Division of Juvenile Services and further promoting public safety. Technical assistance and training shall be made available for nurses conducting HIV, STD and Hepatitis counseling, testing and referral services.

To assist WV DJS, CHCC will participate in any state or federal pilot programs initiated to promote public health and safety in the community. Nurses providing HIV, STD and hepatitis counseling, testing and referral services will be given appropriate training and technical assistance.

### **Dental Services:**

1. Dental care services are to be provided in accordance with NCCHC/ACA Standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the state of West Virginia. The contractor shall adhere to no less than the minimum number of contracted FTE's for on-site dental services.

CHCC understands and will comply. Dental care services will be provided in accordance with NCCHC/ACA standards, under the direction and supervision of a dentist licensed by the State of West Virginia.

2. It is the contractor's responsibility to ensure that the dentist and dental staff are available for treatment of dental emergencies. The contractor will provide the Division of Juvenile Services with a policy and procedure for Emergency Dental Services. Dental emergencies shall receive action within twelve (12) hours of complaint.



CHCC has a developed system for prioritizing responses to dental needs, and all care will be recorded in the resident-patient's medical record. When dental care is provided, current infection control procedures will be followed. A dentist and dental staff will be available for emergencies. Dental emergencies will receive action within 12 hours of complaint.

3. Dental treatment, including extractions, shall be provided only when the health of the juvenile would otherwise be adversely affected.

Routine dental problems will be managed in a timely fashion in keeping with current community standards of practice. Extractions will be performed in a manner consistent with community standards of care and in adherence with the American Dental Association's clinical guidelines. Dental treatments will only be provided when the health of the juvenile would otherwise be adversely affected.

### **Optometry Services:**

1. Optometry services are to be provided in accordance with all applicable NCCHC/ACA standards and guidelines. Optometry examinations and treatment shall be provided to adequately meet the needs of all residents. Treatment and care which is beyond the scope of expertise of the contractor shall be referred to an off-site specialist.

CHCC will provide optometry services in accordance with applicable NCCHC/ACA standards and guidelines. Examinations and treatment will be provided to adequately meet the needs of all residents. If the required treatment and care is beyond the scope of the onsite provider, the resident will be referred to an offsite specialist.

2. The contractor is financially responsible for any and all supplies prescribed by a specialist, including eyewear. The contractor shall be responsible for repair and/or replacement of eyewear, including those devices currently utilized by residents. There shall be no sunglasses or tinted lenses unless medically necessary. That is, the resident's ophthalmologic integrity would suffer or be compromised without the use of these lenses. Necessary replacement of contact lenses will be with eyeglasses unless contact lenses are the only treatment option to correct the resident's vision.

CHCC will be financially responsible for all supplies prescribed by a specialist, to include eyewear. We will also be responsible for repair and/or replacement of eyewear, including devices currently utilized by residents. We will not be responsible for sunglasses or tinted lenses unless it is medically necessary (causing the resident's ophthalmologic integrity to suffer or be compromised without the use of these lenses). Necessary replacement of contact lenses will be with eyeglasses unless contact lenses are the only treatment option available to correct the resident's vision.

### **Auditory Services:**

A hearing examination will be performed by a licensed audiologist when indicated by the results of a health appraisal or assessment. The contractor is financially responsible for any and all supplies prescribed by a specialist, including hearing amplification devices. The contractor shall be responsible for repair and/or replacement of prosthetics, including those prosthetic devices currently utilized by residents.

If the results of a health appraisal or assessment indicates that it is warranted, a hearing examination will be performed by a licensed audiologist. CHCC will be responsible for any and all supplies prescribed by a specialist, including hearing amplification devices. We understand that we will be responsible for the repair and/or replacement of prosthetics, including those prosthetic devices currently utilized by residents.

**Off-Site Providers:**

1. The contractor will be responsible for consulting with the facility Director/Superintendent prior to any resident going for any non-emergency off-site referral and will require the specific approval of the Facility Director/Superintendent.

CHCC will be responsible for consulting with the facility Director/Superintendent prior to any resident going for any non-emergency offsite referral and will obtain specific approval of the Facility Director/Superintendent.

2. The Facility Director/Superintendent will be notified as soon as possible of any resident going off-site for emergency care.

CHCC will notify the Facility Director/Superintendent as soon as possible when any resident is going offsite for emergency care.

3. The contractor shall make referral arrangements for off-site specialty treatment and care for those residents whose health condition warrants the same or for those problems which may extend beyond the capabilities of the primary health care provider. The contractor shall be responsible for scheduling of off-site specialty appointments within the community and coordination with facility security staff. There may be rare occasions, due to the non-availability of transportation vehicles, that non-urgent appointments must be rescheduled. The WV DJS shall make every effort to accommodate all necessary off-site referrals.

CHCC will make referral arrangement for offsite specialty treatment and care when necessary. We have an effective Utilization Management (UM) Program designed for the correctional environment. We follow Milliman Care Guidelines<sup>®</sup> as screening criteria to determine the medical necessity of offsite medical services and appropriate lengths of stay. Screening criteria is reviewed and updated annually by Milliman Care Guidelines. Our UM Program emphasizes the following areas of priority:

- Residents have accessibility to medically necessary healthcare, based on established standards of care.
- Medical care is provided consistent with community standards and in a cost-effective manner.

Our UM program enhances resident care by ensuring that care is provided in a timely manner when medically needed. Providing care in a timely manner has the benefit of slowing down the progression of the disease or worsening of symptoms, which can yield an overall reduction in medical costs. Additionally, providing treatment in a consistent manner reduces variables among providers with the benefit of improving the quality of care.

Through our UM Program, we provide oversight of correctional medical management. The company has a strong understanding of the many "public aid" states and state-specific statutes and regulations. In the event that any medical services provided to any inmate/resident patient are payable by any third party source, we will relay this information to the offsite providers. Such insurance/third party payer shall include, but not be limited to, workers' compensation, commercial medical insurance, Medicare, Medicaid, and federal, state, or local healthcare benefits or programs. We shall also provide such third party payer information to the designated person at the County upon request.

We are committed to the delivery of high quality inmate/resident healthcare services in conformance with national standards, state regulations, and community standards within the proven framework of managed care to control taxpayer expenditures. Our performance and experience in diverse healthcare markets has provided the corporate expertise to critically evaluate and analyze healthcare services and trends on a national basis and demonstrate the value and positive outcome of our cost containment strategies.

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**Our UM Program is comprised of four key interactive components:**

**1. Prospective Review**

Prospective review occurs prior to the delivery of non-emergency care and serves to ensure the most appropriate care, at the right time, in the most cost-effective setting for the following services:

- Scheduled hospitalizations (inpatient or observation)
- Scheduled outpatient surgical and/or non-surgical procedures
- Scheduled courses of outpatient treatment
- Scheduled specialty office visits
- Referral request for offsite services, as well as for some specialized onsite services
- Routine and complex patient management issues accomplished by reviewing the resident's medical history, physical findings, work-ups to date, and chief complaint(s)
- Progress of patients with complex medical problems, as well as the relative effectiveness of site-specific operational issues that affect and impact the delivery of medical care
- Services that have a reasonable probability of altering management

The UM nurse and UM staff have access to resources (i.e. Milliman Care Guidelines, Web-based resources, and specialty physician advisors) that enable CHCC to resolve many medical issues without the need for specialty consultation.

**2. Concurrent Review**

Our concurrent review begins immediately after inpatient admission and continues throughout the hospital stay to ensure the resident patient receives the most appropriate treatment, in the correct setting, with timely and effective discharge planning. Our UM team conducts discussions with facility and hospital personnel to ensure we can accommodate the resident's discharge needs with regard to treatment plans, medication, durable medical equipment, etc.

Our comprehensive concurrent review process includes participation by our UM nurse and corporate Medical Director, Health Service Administrator, and facility provider. We contact and coordinate with the hospital's utilization management department and the patient's attending physician to develop an appropriate and timely discharge plan.

**3. Re-admission Review**

As part of our readmission review process, all hospital readmissions occurring within 30 days of initial patient discharge are flagged for review. We research whether the readmission was preventable, unavoidable, expected, or unrelated to the quality of the inmate patient's discharge plan or continued care. The corporate Medical Director then refers such cases back to the facility provider for peer review and further recommendations for quality improvement.

**4. Retrospective Review**

Retrospective review occurs if a question or concern arises about the quality or appropriateness of a resident patient's care. We use the data collected in our UM reports and daily operating indicators to drive the retrospective review process. The facility physicians are clinically responsible for the decision to refer a resident to an emergency room for treatment. These referrals are reviewed retrospectively with our physicians during peer review.

## **Health Services Utilization Management**

Management of the utilization of external medical service is conducted through a process of UM. Experienced health professionals provide the key clinical component in the management of offsite referrals, outpatient procedures, and hospital admissions. The UM nurse, in consultation with the corporate Medical Director, monitors and evaluates the healthcare services and works with facility healthcare staff to reduce services or hospital stays that are not clinically indicated based upon medical best practices. Direct contact is made with the medical staff responsible for the patient, including the hospital providers or admitting physician, facility Medical Director, health administrator, and hospital case managers or UM staff, to determine the best course of treatment for the patient.

## **Evaluation of Necessity of Offsite Services**

In addition to reviewing offsite services for medical necessity, the appropriateness and need for delivery in an offsite setting is also reviewed. The UM nurse is specially trained in the management of health service utilization in the unique environment of corrections. Whenever possible, specialty services are provided on site.

## **Emergency Care**

Emergency offsite treatment or hospitalization, by nature, cannot be pre-authorized by the UM department. Notification to the UM nurse by the facility healthcare staff is required by the next business day. This notification allows follow-up for ongoing hospitalizations. Procedures that are performed on an emergency basis are reviewed to assure the following:

- The treatment was of an emergent nature
- The service was authorized for payment
- Authorized or contracted providers were utilized when possible

## **UM Quality Assurance**

We have procedures in place that clearly define all components of our UM process. To ensure that our nurses are adhering to these procedures, we monitor the accuracy and effectiveness, as well as the turnaround times, for authorizations and denials. Our standard is a 24-48 hour turnaround time for urgent or emergency authorizations, and a 72-hour turnaround time for elective authorizations. Urgent or emergency authorizations are done immediately when phoned in, and emergency room authorizations are done after the fact within 24 hours on weekdays and 48 hours on weekends. We individually review all claims greater than \$20,000.00 prior to payment.

## **UM Technology**

We have a fully integrated, state-of-the-art management information system capable of tracking data, generating required reports, and ensuring the ongoing, systematic evaluation of offender healthcare utilization. Our program provides:

- Health services utilization management
- Tracking and reporting cost data
- Tracking payment of provider claims

Each component of the data entered into the claims management program interfaces with our utilization management, contracting, and claims payment processes. This system eliminates overpayments and expedites and ensures the accuracy of claims processing. CHCC stores the authorization detail and matches the appropriate record to the claim and provider contract during the claims payment process. This allows for continual cross-checking and ensuring proper contracting fees.

We have the ability to produce reports that can deliver analyses of costs associated with utilization management. We also track and monitor service utilization levels through trend reports that compare utilization statistics in all categories on a historical basis. These reports allow us to monitor seasonal fluctuations and to identify any negative trends.

4. All off-site office visits **shall not** be at the expense of the contractor except those specifically outlined in this contract.

CHCC understands that we are not responsible for the expense of offsite office visits except for those specifically outlined in the contract.

### **Pharmaceutical Services**

1. Pharmaceutical services shall be provided in accordance with NCCHC/ACA Standards. These services shall be sufficient to meet the needs of the facilities. The contractor shall abide by all applicable Federal and State regulations relevant to prescribing, procurement, dispensing, administration, distribution, accounting, and disposal of pharmaceuticals. The contractor shall be responsible for all mandatory record keeping and accountability applicable to all legal requirements.

We offer a comprehensive pharmacy package including such services as dispensing, reporting, formulary compliance, and clinical review, including drug utilization review and appropriateness of therapy. Our pharmacy staff, in concert with utilization management, is able to ensure continuity of care throughout the healthcare process. Our pharmaceutical services are provided in accordance with NCCHC/ACA standards.

2. The contractor will not be financially responsible for the cost of prescription pharmaceuticals.

CHCC understands that we are not financially responsible for the cost of prescription pharmaceuticals.

3. The contractor shall be financially responsible for all routine necessary non-prescription Pharmaceuticals/ over-the-counter healthcare products for the facilities.

CHCC understands that we will be financially responsible for all routine necessary non-prescription pharmaceuticals/over-the-counter healthcare products for the facilities.

4. The contractor shall utilize the standard Medicaid formulary for the majority of prescribed medications. If non-formulary pharmaceuticals are required/necessary, a request shall be submitted by the contractor to Medicaid for the pharmaceutical to be added to the formulary. If a medication is rejected by Medicaid to be added to the formulary, the contractor will contact the prescribing physician to determine if a Medicaid-approved alternative medication can be substituted. If not, a justification notice will be submitted to the Facility Director/ Superintendent and a copy of same inserted in the resident medical file.

CHCC's team of healthcare professionals will work with the Facility Director/Superintendent to adhere to the Medicaid formulary as described in this RFP. If CHCC is unable to meet the Medicaid formulary requirement, we will chart the justification in the resident's medical file.

5. Prescribed pharmaceuticals will be available for administration by the next day following order submission.

We will ensure that prescribed pharmaceuticals are available for administration by the next day following order submission. CHCPS will be able to satisfy the same day prescription service requirement through our network of local, contracted pharmacies. This will enable prescriptions to be filled same day (typically a 3-day supply) until CHCPS is able to process the prescription for overnight delivery.

6. Pharmaceuticals, ordered as "stat" or "emergency", will be procured in a timely and expedient manner from a qualified pharmacy.

To ensure medications will be obtainable 24 hours per day, 7 days per week, an account will be established with a local pharmacy.

If medications are required in emergency situations, we will work with our network of local pharmacies to provide delivery service within 4 hours of initial medication request. All pharmacies contracted to provide emergency medication delivery services will be on-call 24/7/365.

7. Administration of pharmaceuticals/medications shall be contingent upon the order of a physician, dentist or other authorized licensed individual with designated prescriptive authority, such as PA or NP. There shall be in place a method by which to notify the prescribing authority of the impending expiration date of the medication order. This will allow review of the therapeutic response to the medication and permit continuation or modification of the medication order. All prescription medications will be initiated or ordered by a physician, dentist, or other authorized provider with designated privileges. A method/procedure will be in place to notify the prescribing authority of the impending expiration date of the medication order.

All prescription medications will be initiated or ordered by a physician, dentist, or other authorized provider with designated privileges. Medications will be appropriately labeled and will be in unit-dose packaging. A medication inventory system will be implemented to ensure availability of drugs and to protect against loss of any medications.

When medications near their renewal date, within seven days, a designated nurse shall pull the chart for review on the next physician visit in order to renew the medication or determine if the resident needs to be seen prior to renewal. Medications shall be packaged with reorder labels, color coded to indicate that the expiration date is approaching (usually one week). Nursing staff shall review medication units at least weekly to ensure that all necessary medications are reordered from the pharmacy in order to prevent any lapse in prescribed medication administration.

8. The contractor will provide the necessary equipment for the transmission and procurement of pharmaceutical orders. The "Unit Dose" system is the preferred means of packaging. When feasible, once a day or twice a day dosing is preferred.

We provide professional and accurate pharmaceutical services for all over-the-counter (OTC) and prescription medications (including mental health/psychotropic) as ordered by the prescribers. All medications are dispensed with a resident-specific label, when indicated, in complete compliance with all current and future local, state, and federal laws, regulations, provisions, and court orders. AB-rated generic substitutions, consistent with the Medicaid formulary utilized by the facility, are provided, when available, and approved by the prescribers.

We will provide a dispensing system that provides for safe, efficient, and cost-effective medication distribution. Oral patient specific medications will be dispensed in tamperproof blister cards or pill bottles in the quantity prescribed.

Prescription and non-prescription medications will be dispensed in your choice of tamper-proof USP Class B unit-dose blister cards, conventional prescription bottles, or numerous other systems.

Prescription medications are sent in quantities as prescribed by physicians. Medications may be ordered in smaller quantities to help minimize waste for instances such as residents being released within the month, trial of a new medication, etc. Discharge medications are sent in a quantity requested by the facility. All discharge medications are dispensed in a childproof container.

9. A sealed stocked emergency drug kit shall be available at the expense of the contractor. An adequate supply of antidotes and other emergency drugs are to be available to meet the needs of the facilities. All emergency drug kits will be inventoried monthly and whenever the seal has been broken.

A sealed stocked emergency drug kit will be provided by CHCC. We will keep an adequate supply of antidotes and other emergency drugs to meet the needs of the facilities. We will inventory all emergency drug kits on a monthly basis and whenever the seal has been broken, to ensure that all kits are stocked sufficiently.

10. Stocked first aid kits shall be available at the expense of the contractor. The contractor will have adequate supplies available for restocking of all first aid kits at the facilities. Any future residential sites will be provided with stocked first aid kits and maintained thereafter. All first aid kits will be inspected monthly and inventoried annually.

CHCC will provide stocked first aid kits at our expense. We will keep adequate supplies available for restocking of all first aid kits supplied at the DJS facilities. CHCC understands that we will be responsible for providing first aid kits to any future residential sites that are established by the DJS. We will ensure that first aid kits are inspected on a monthly basis and inventoried annually.

11. The contractor shall employ a consulting pharmacist who shall be utilized for quality assurance, pharmacy inspections, visits and consultations on a regular basis, not less than quarterly. A copy of the inspection shall be available for review by the facility Director/Superintendent, if requested. All discrepancies will be presented to the Facility Director/Superintendent immediately.

We are dedicated to providing the highest level of pharmaceutical management to our facilities. We will have a consultant pharmacist conduct an onsite audit and perform a quality assurance review on a quarterly basis. The consultant pharmacist will ensure that all drugs are stored under proper conditions and will remove and/or replace all expired medications. The consultant pharmacist will conduct quarterly Pharmacy and Therapeutic Committee meetings and will provide appropriate in-service training to the healthcare staff. A copy of the inspection report will be available for review by the Facility Director/Superintendent if requested. Discrepancies will be reported to the Facility Director/Superintendent immediately.

- a. Any "Unit Dose" medication that is out-dated at the time of inspection or has been discontinued will be destroyed in accordance with current federal or state guidelines. Any unit dose medication that is out-dated at the time of inspection or has been discontinued will be destroyed in accordance with current federal or state guidelines.

We will oversee the disposal and destruction of all unusable medications. Non-controlled medications may be returned to our pharmacy for destruction regardless of the source and those items not allowed by pharmacy law to be returned will be destroyed using an onsite destruction vendor contracted and paid for by CHCC. CHCC will provide the DJS with a destruction log that is to be completed as a record to document the return and destruction of unwanted medications.

- b. Documentation of destroyed medications shall be submitted to the facility Director/Superintendent within twenty-four (24) hours after destruction, and shall include the signatures of handler and witnesses for all DEA controlled substances, needles, syringes, and other items which have an abuse risk or present a security risk.

DEA controlled substances will be disposed of in accordance with applicable state and federal laws and regulations. In addition to these requirements, two qualified healthcare professionals shall witness the disposal of the medications. Staff disposing of medications shall complete the Medication Disposal Record form and provide a copy of the form to the HSA/Site Supervisor. The HSA/Site Supervisor shall also forward a copy of this report to the facility Director/Superintendent within 24 hours after destruction. This form shall document the type and quantity of medications disposed, date and time of disposal, and signature of the disposing staff. The Disposal Record form shall also be utilized for destruction of all needles, syringes, and other items which have an abuse risk or present a security risk.

- 12. All drugs are to be stored under proper conditions of temperature, light, moisture, ventilation, segregation and security. External medications shall be stored separately from internal medications. Injectable medications shall be stored separately. Medications that are out-dated, recalled or discontinued shall be clearly marked and separated from active use medications.

On a regular basis, the HSA/Site Supervisor shall review all areas where medications are stored for outdated, discontinued, or recalled medications. Any such medications will be removed and returned to the pharmacy for disposal.

Medications shall be stored within a locked room. Access and control of medications will be strictly controlled and restricted to healthcare staff and security staff who have been approved for access to the stored items. All medications shall be stored under proper conditions of sanitation, temperature, light, moisture, ventilation, segregation and security. Antiseptics and disinfectants and other medications for external use shall be stored separately from internal and injectable medications. Medications that require special storage for stability (e.g., medications that require refrigeration) shall be stored accordingly. Healthcare staff shall complete daily logs of the medication refrigerator on the Refrigerator Temperature Log form, which shall be maintained by the HSA/Site Supervisor.

- 13. Due to the abuse potential, prescribed DEA controlled substances shall have automatic stop order with periodic review for such orders. Unless prior stop date has been specified, or state or federal law mandates otherwise, the following automatic stop dates shall apply to DEA controlled substances:

- a. DEA controlled substances which are Schedule II & III (with the exception of maintenance medications) shall have an automatic stop date of seventy-two (72) hours.
- b. DEA controlled substances which are Schedule IV & V shall have an automatic stop date of ten (10) days.

DEA controlled substances will be handled in accordance to Y-D-01 of the Federal Controlled Substances Act, as well as all local and state rules and regulations.

DEA controlled substances are ordered as determined by the Chief Medical Officer, or person with designated privileges only. Quantities of DEA controlled substances shall be limited to the minimum amount necessary to provide for the needs of the resident population.

DEA controlled substances shall be locked in a vault or other lockable container within a locked room. Access and control of DEA controlled substances will be strictly controlled and restricted to healthcare staff that has been approved for access to the stored items.



CHCC shall comply with the DEA controlled substance automatic stop orders.

**Medical Units:**

1. Medical unit care shall be provided at the West Virginia Industrial Home for Youth and the Rubenstein Center. The Medical Units shall conform to NCCHC/ACA Standards of Care. The contractor will utilize the Medical Units to their fullest extent within health care standards. The Medical Units shall be staffed twenty-four (24) hours per day, seven (7) days a week.

CHCC will provide 24/7 medical unit care at the West Virginia Industrial Home for Youth and the Rubenstein Center. We will provide care that conforms to NCCHC/ACA Standards of Care to ensure that the medical units are utilized to the fullest extent. With CHCC, you will have a healthcare partner who has the capacity and proven experience to implement and deliver quality healthcare services for your resident population, while providing value to the WV DJS in terms of controlling costs and managing risk.

2. Medical Unit care shall adhere to the following guidelines:

- a. A physician must be on call twenty-four (24) hours per day / seven (7) days per week.

CHCC will provide physician coverage 24/7.

- b. A manual of nursing care procedures, medical treatment protocol and standing orders for medication shall be maintained in the medical unit.

We have developed standard clinical protocols, which are written instructions that specify the steps to be taken when appraising and responding to a resident's physical status for a wide variety of medical complaints and problems. Each protocol will comply with the State of West Virginia statutes and regulations governing the scope of practice for the nurses and providers deployed at each facility. CHCC ensures that each facility's protocols are reviewed and signed by the facility physician, and that the protocols are reviewed and updated on an annual basis by CHCC's Chief Medical Officer. The standard protocol format may include questions to be asked, specific examination criteria, assessment guidelines, and treatment procedures that guide medical staff in providing medical care based upon the symptoms presented. Most protocols include a separate Problem Oriented Record (POR) form on which the medical staff or provider will capture information in customized Subjective Objective/ Assessment/ Plan/ Education (SOAPE) note format. The POR will then be filed in the resident's medical record. These protocols and their respective PORs facilitate the standardization of care, decrease costs, and improved quality and service across the entire resident population.

- c. All resident-patients must be within sight or hearing of a qualified health care professional.

CHCC healthcare staff will be within sight or hearing of all resident-patients.

- d. A complete inpatient record must be maintained for each resident admitted into the Medical Unit.

We will maintain a medical/health record for each inmate who has received healthcare services (medical, dental, or mental health) in the facility. The healthcare record will be kept separate from the facility's confinement records of the resident. The health records will be maintained in accordance with NCCHC standards and any applicable state regulations.

The health record will contain the following information, if applicable:

- Completed receiving screening form, health assessment forms
- Problem list, physician order sheets, progress notes
- All diagnostic findings, treatments, and dispositions
- Inmate requests for health services, immunization records
- Record of prescribed medications and administrations
- Consent and refusal forms, release of information forms
- Place, date, and time of any health encounters
- Specialized treatment plans
- Any other miscellaneous forms or documentation of any and all healthcare, dental, and mental health services issues

Healthcare team members will collect and record data in the appropriate resident's healthcare record. All notations including healthcare, dental, and mental health will be recorded at the time of delivery. When a resident is admitted to an offsite facility and/or seen in a specialist consultation, a signed release of information form will be obtained. All records of outside health service, such as laboratory results or physician consultation reports, will be filed as part of the resident's permanent health record. The medical record will be kept current and will comply with the problem-oriented medical records format and standards. An entry will be made after each resident-patient health encounter.

- e. Admission to and discharge from the Medical Unit must be by the order of a physician or other qualified health professional.

CHCC will ensure that admission to and discharge from the Medical Unit is made by the order of a physician or other qualified healthcare professional.

- f. Nursing rounds must be made and documented on every resident-patient every four hours, at a minimum.

CHCC understands and will comply.

- g. All Medical Unit encounters must be documented in the resident's Medical Unit care record.

CHCC understands and will comply.

- h. Those residents beyond the care capabilities of the Medical Unit shall be hospitalized at an appropriate licensed community facility.

CHCC will refer residents to appropriate licensed community facilities upon need of offsite healthcare treatment.

### **Radiology Services:**

1. All non-emergency radiology services shall be the responsibility of the contractor.

CHCC understands and will comply.

2. Radiological services will be available within 24 hours of the physician's order. All radiographs are to be interpreted by a licensed radiologist. Radiographs are to be interpreted and written results received by the second business day. It is the responsibility of the contractor or physician to notify the Facility Director/Superintendent of any radiology interpretation requiring immediate intervention. A physician or

mid-level practitioner shall review all written radiograph reports no later than the workday following the receipt of the written report.

CHCC understands and will comply. CHCC adheres with NCCHC J-D-04 and applicable ACA standards to ensure that utilized diagnostic services are registered, accredited, or otherwise meet applicable state and federal law and sufficient resources are available. We will maintain documentation that onsite and offsite diagnostic services are certified or licensed to provide that service. A board certified or board eligible radiologist will interpret test results.

3. All emergency radiographs will be performed and interpreted at the community facility. For procedures, such as fluoroscopy or special studies, the resident will be transported to an off-site referral facility capable of performing the diagnostic procedure. These emergency and diagnostic procedures will be at the expense of the Division.

We will make arrangements for general radiology and ultrasound services to be performed on site, as applicable. If onsite services are not available or the condition dictates the necessity for offsite services, we will make arrangements with the appropriate DJS staff to transport the resident to a local radiology group or hospital. CHCC will ensure that the onsite physician initials and dates all x-ray reports in a timely manner. We understand that emergency and diagnostic procedures will be at the expense of the Division.

**Laboratory/Diagnostic Services:**

1. Routine laboratory/diagnostic services shall be provided by and be at the expense of the contractor. Services shall include:
  - a. Laboratory/diagnostic supplies
  - b. Capability for lab pick-up and delivery daily (Monday through Saturday)
  - c. A printer to provide test results, with reporting capability within twenty-four (24) hours
  - d. Personnel capable of performing the appropriate collection procedures.

CHCC understands and will comply with the requirements.

2. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. Laboratory/diagnostic services may be subcontracted by the contractor and shall comply with all federal and state standards.

CHCC understands and will comply. We have a contract in place with a national vendor, LabCorp who provides laboratory/diagnostic services.

3. Services shall include the capability to provide some on-site diagnostic services with immediate results to include at a minimum: finger-stick blood glucose testing and peak flow testing. Where separate diagnostic services are provided on-site, a procedure manual is to be developed and kept current for each service. Those manuals shall include procedures for the calibration of testing devices to ensure accuracy.

CHCC understands and will comply. Procedures for onsite diagnostic services are in place and will be customized for the facility.

4. All routine laboratory results shall be reviewed by the physician or mid-level practitioner within two business days to ensure proper treatment and follow-up care. Any grossly abnormal results or "panic"

laboratory values shall be communicated to the physician or mid-level practitioner immediately upon receipt. A record of the date and time of this communication as well as resulting intervention orders is to be documented in the resident health care record. It shall be the responsibility of the qualified health care professional receiving the lab results to ensure that appropriate intervention is initiated.

**EKG Services:**

The contractor shall provide EKG services and supplies at all facilities. EKG services shall include at a minimum:

- a. Training and orientation of all qualified health care professional staff.
- b. Printed EKG rhythm strip and computerized interpretation report within ten (10) minutes
- c. Referral to a cardiologist, as determined by the physician for abnormal responses from an EKG.

CHCC understands and will comply with the requirements for EKG services.

**Hospitalization:**

The contractor will include in their Operating Procedures a policy to ensure that all residents are referred to the closest licensed facility appropriate for their condition. All facilities used by the contractor must meet the legal requirements for a licensed general hospital within the State of West Virginia.

CHCC has assisted county and state governments in defining the appropriate range of services, contractual terms, and reimbursement rates for hospital services. The CHCC objective is to ensure medically necessary care is provided in the most efficient manner – working to reduce average resident- patient hospital admission costs, as well as to obtain significant discount pricing for inpatient, outpatient, and emergency room services. We will attempt to negotiate contracts with medical providers, such as, but not limited to, hospitals, specialty consultants, laboratory services, radiology services, etc. We will ensure that all hospital facilities used meet the legal requirements for licensed general hospitals in the State of West Virginia. The WV DJS always reserves the right to stipulate certain providers to be used if it is deemed in the best interest of the WV DJS.

**Medical Treatment Plans:**

Residents with special needs shall receive close medical supervision and/or multidisciplinary care. Residents with special needs include those residents who are chronically ill, with serious communicable disease, the physically disabled, the developmentally disabled, those with serious mental health needs, frail residents, pregnant, suicidal and the terminally ill. Residents with special needs shall have a written individual medical treatment plan developed by the health care practitioner and is signed by the physician. This plan shall address:

- a. Diet
- b. Exercise
- c. Medication
- d. Diagnostic monitoring
- e. Frequency of medical evaluation
- f. Adaptation to the correctional setting
- g. Areas of modification.

CHCC will comply with the requirements. Residents with special needs will have an individual medical treatment plan developed by a healthcare practitioner and will be signed by the authorized physician. The plan will address diet, exercise, medication, diagnostic monitoring, frequency of medical evaluation, adaptation to the correctional setting and any areas of modification required.

Our onsite chronic care and specialty clinics provide healthcare services required to monitor and treat a wide range of healthcare needs including, but not limited to:

- Chronically ill residents (such as those with diabetes)
- Residents with communicable disease
- Residents who are physically handicapped
- Residents who are terminally ill
- Residents with special mental health needs
- Residents who have exhibited suicidal behavior
- Pregnant residents
- Residents with seizure disorders
- Other specialty needs requiring regular care

Residents with chronic diseases or special needs will be enrolled in chronic care or specialty clinics at the time of their health assessment. Individual treatment plans will be developed for special needs residents. Each treatment plan will ensure that the resident receives follow-up evaluation and treatment, along with appropriate education. Residents with chronic care conditions will generally be evaluated at least every three months or more often if clinically indicated. Each treatment plan will be approved by the physician and detailed in the resident's health record. Treatment plans will follow accepted patterns of care (e.g., NCCHC Standards and Guidelines, American Psychiatry Guidelines, and National Institute for Health Guidelines).

CHCC provides special attention to residents with disabilities. Communication between medical and security staff will be vital for those residents requiring medical appliances such as wheelchairs or crutches and for those residents who are immobile.

### **Emergency Health Services:**

Division of Juvenile Services employees, contractual employees, official institutional guests and any person on the premises shall be provided emergency medical treatment to the extent of stabilization and arrangement for transportation to the nearest community health facility.

In the event of an emergency, the onsite healthcare team will immediately respond to the scene to assess and stabilize the ill or injured party or parties. The appropriate healthcare team members will be notified and will respond as necessary. The resident(s), once stabilized, will be transported to an offsite urgent care center or emergency room. If deemed necessary, the CHCC healthcare staff will contact the local emergency room and verbally describe the event, as well as send a transfer summary regarding the symptoms and details of every resident's condition.

We will have 24-hour on-call physician coverage and specific written policies and procedures to address emergency response for both medical and dental issues and the emergency transfer of residents. We will provide telephones and/or pagers to certain specified healthcare staff (i.e. Site Managers and provider/Medical Director to ensure their availability.

To the extent any resident requires offsite healthcare treatment (general hospitalization, specialty services, etc.), the DJS will provide appropriate routine non-emergency transportation services including reasonable security, as requested by offsite provider. CHCC healthcare staff will coordinate all necessary ambulance service for emergency medical care patients. The emergency transportation of any resident to a hospital or specialty care unit will be coordinated with the facility administration. Policies and procedures regarding the transportation of residents for medical reasons will be mutually developed by the DJS and CHCC within 30 days of contract start date. The policies will be approved by the Facility Administrator.

In the case of detention staff, contract employees, or visitors who become ill or injured in the facility, CHCC will provide emergency services at no additional charge. These emergency services include first aid, assessment, stabilization, and the coordination of service until the local EMS personnel arrive on the scene and take over responsibility of care. In times of emergency or threat thereof, whether accidental, natural, or man-made, CHCC will provide onsite medical services at the facility to the extent staffing is available.

**Resident Death:**

All resident deaths are treated as per West Virginia state statute regarding unattended deaths. The contractor shall be responsible for adherence to state statute, as well as the performance and conduction of mortality review.

We will comply with West Virginia state statute regarding unattended deaths. We will provide both a site and corporate review of all in-custody resident deaths. The facility review will involve the facility physician, nurses, and other relevant personnel and will seek to determine whether there was a pattern of symptoms that could have resulted in an earlier diagnosis and/or intervention that might have prevented the death. Resident suicides will have a postmortem psychological review conducted as part of the mortality review. Mortality reviews will be completed within 30 days after the event occurs, unless autopsy reports delay our internal review process.

**Areas and Informational Security:**

1. It is the responsibility of the contractor to ensure that all work areas, equipment, and supplies shall be kept secure and information that pertains to security matters and resident health care shall be properly controlled.

CHCC understands and will comply. We will ensure that all work areas, equipment, and supplies are kept secure and information pertaining to security matters and resident healthcare will be controlled.

2. No resident or resident visitor shall be left unattended or unobserved within any treatment or procedural area at any time. The contractor shall control entry and access into its assigned work areas. Areas that provide for the storage of medication, instruments or sharps must be kept locked at all times. Non-contractor personnel shall not be left unattended in these areas.

CHCC understands and will comply. We will control all assigned work areas and will not leave any resident or resident visitor unattended or unobserved in any treatment or procedural area at any time. All controlled substances, syringes, needles, and surgical instruments will be stored under secure conditions acceptable to the DJS facility administration and NCCHC and ACA Standards for storing and handling medications.

3. Residents shall not be notified in advance of the date or time of any off-site specialty appointments. Privileged information, that is information regarding security in regard to resident patient care, will be provided only on a need-to-know basis.

CHCC understands and will comply.

**Resident Complaints Regarding Health Care:**

The contractor shall abide by the Division of Juvenile Services Policy 334.00 - Juvenile Rights and Grievances. (See Attachment B)

CHCC understands and will comply.

**Disaster Plan:**

1. The contractor will have in place within sixty (60) days of contract award, a medical disaster plan to provide for the delivery of medical services in the event of a disaster, either naturally occurring or man-made. The medical disaster plan shall be in compliance with ACA/NCCHC Standards of Care entitled Emergency Plan. All health care staff shall be trained in their roles within the context of this plan.

CHCC will maintain an emergency response plan, which includes a disaster plan in conjunction with the facilities plans. These plans need to be site specific. Employees will be trained on the plan and on responding to emergencies within four minutes. Training will be completed at orientation and annually thereafter.

2. The medical contractor will participate in all facility mock disaster drills.

CHCC's HSA will participate in all annual facility mock disaster drills.

3. The contractor shall review the plan annually and update as needed. A copy of this plan shall be provided to the Facility Superintendent/Director as well as a contract list for recall of key health care staff and qualified health care professionals.

CHCC's HSA will work with the facility to develop emergency response/disaster plan for medical services. This plan shall be reviewed annually and updated annually and will be provided to the facility Superintendent/Director. The list of contact information for health care staff will be provided to the facility Superintendent/Director.

**Medical Records:**

1. Medical records shall be managed according to DIS policies, NCCHC Guidelines, ACA Standards and all applicable federal and state laws.

CHCC understands and will comply.

2. The Division of Juvenile Services shall possess sole ownership of all resident medical records.

All health records are the property of WV DJS. CHCC acts as custodian for the health records, and such records are kept confidential, subject to the rights of access thereto at all times on the part of WV DJS.

3. The contractor will be responsible for maintaining the medical records for the length of a resident's stay, in accordance with HIPPA rules and regulations.

CHCC will be responsible for maintaining the medical records for the length of a resident's stay. All medical records will be maintained in accordance with HIPPA rules and regulations.

4. The contractor will utilize the medical record format and standard Division medical record forms as specified by the Division. All encounter documentation is to be completed utilizing the "SOAPE" (Subjective Data, Objective Data, Assessment, Plan) format of documentation. Medical record forms will include, but are not limited to:
- a. Completed receiving screen form.
  - b. Health appraisal data form.
  - c. Laboratory, radiology and diagnostic studies.
  - d. Prescribed medications and disposition.
  - e. Consent and refusal forms.
  - f. Medical Unit records.
  - g. Health service reports (e.g. dental, psychiatric, psychological evaluations, off-site consultation/ specialty)
  - h. Problem list
  - i. Discharge summaries of any hospitalization.
  - j. Special treatment plan, if applicable.
  - k. All suicide forms
  - l. Flow sheets
  - m. Immunization records

CHCC maintains a medical/health record for each resident who has received healthcare services in the facility. The healthcare record is kept separate from the resident's confinement records. The health records are maintained in accordance with NCCHC/ACA standards, and any applicable federal and state regulations and community standards of practice. The health record contains the following information:

- Completed intake screening form
- Health appraisal forms
- Problem list
- Physician order sheets
- All diagnostic findings, treatments, and dispositions
- Resident requests for health services
- Record of prescribed medications and administrations
- Consent and refusal forms
- Release of information forms
- Immunization records
- Place, date, and time of any health encounters
- Signature and title of person making entries
- Progress reports
- Specialized treatment plans
- Any other miscellaneous forms or documentation of any and all healthcare, dental, and mental health services issues

Healthcare team members will collect and record data in the appropriate inmate's healthcare record. All notations including healthcare, dental, and mental health will be recorded at the time of delivery. When a resident is admitted to an offsite facility and/or seen in a specialist consultation, a signed release of information form will be obtained. All records of outside health service, such as laboratory results or physician consultation reports, will be filed as part of the resident's permanent health record. The medical record will be kept current and will comply with the problem-oriented medical records format and standards. An entry will be made after each resident health encounter.



5. Confidentiality of Health Records:

Active health care records shall be maintained under secure conditions and separately from confinement records. Access to active resident medical records is controlled by the contractor. The contractor shall not deny the WV Division of Juvenile Services Facility Superintendent/Director or his designee access to such records for examination and/or photocopying.

CHCC will ensure access to resident healthcare records is controlled by the health authority consistent with the applicable local, state and federal confidentiality laws. The confidential relationship of doctor and patient extends to resident patients and their clinicians. We will maintain a current record of the rules and regulations covering the confidentiality of healthcare records and the types of information that may and may not be shared.

The release of any information regarding inmate healthcare is obtained only through policy approved by the facility administration. This policy ensures appropriate legal measures are taken when anyone is requesting a resident's healthcare record. All healthcare records are maintained in accordance with the laws of the State of West Virginia, including those of discharged residents.

6. Resident Transfer:

In the event that a resident is transferred to another facility with the WV Division of Juvenile Services, the entire health care record shall be transferred with the resident in the care and custody of the senior transporting officer. It should be noted that the WV Division of Juvenile Services reserves the right to transfer any resident within the WV Division of Juvenile Services system for health care reasons, for disciplinary reasons, for classification reasons or for administrative reasons.

CHCC ensures the proper policy and procedure is in place for the following events:

- a. Security During Movement: Documents that are forwarded with resident to an outside provider or that are sent with a resident upon transfer shall be sealed in an envelope and delivered by a designated facility detention officer to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by the facility.
- b. Exchange of Information: The original medical record shall never be sent off site with a resident to a hospital or outpatient setting outside of the jurisdiction of the facility. Only a relevant summary or consult form may be sent outside of the facility. For residents transferring to other correctional jurisdictions, a transfer summary shall be prepared and forwarded in a confidential manner, and the original record shall be retained as inactive in the facility.

7. Release of Health Care Information:

Detailed health care information shall be released to an outside agency according to DJS Policy 165.00 (Juvenile Records) and HIPPA regulations. (See Attachment C).

CHCC understands and will comply.

8. Record Retention:

As soon as the juvenile is released from DJS custody, medical records shall be given to the DJS facility personnel responsible for record retention.

CHCC understands and will comply.

9. Transfer of Health Care Information:

In the event that a resident is transferred to a correctional facility outside of the jurisdiction of the WV Division of Juvenile Services, a resident health care summary sheet shall accompany the resident. A healthcare summary sheet shall include, at a minimum, the following: medical history, date of last physical exam, immunization record, current health status, therapy, medications, any current isolation precautions and future requirements.

CHCC understands and will comply.

**Disposal of Biomedical Hazardous Waste:**

1. The contractor shall be responsible for all bio-hazardous waste material, as well as to provide for and bear the cost for an approved appropriate method of disposal of contaminated waste including needles, syringes, and other materials used in the provision of health care services. These disposal methods shall be in compliance with any applicable standards and/or regulations relevant to the disposal of bio-hazardous waste material. The contractor shall take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers.

CHCC understands and will comply.

2. The contractor is also responsible for the training of all staff (including WV DJS) in the proper handling and disposal of biomedical waste. In addition, the contractor shall comply with all applicable laws and record keeping involving the handling and disposal of biomedical waste material.

CHCC understands and will comply. We will assume responsibility for training our team members to implement the proper methods of handling, storage, and disposal of hazardous and/or contaminated medical waste. All solid or semi-solid waste will be double bagged in red biohazard bags, and laundry will be placed in the properly designated bags. Used needles, syringes, and other sharps will be placed in biohazard sharps containers and properly disposed. Cleanup kits for bodily fluid spills will be available at all inmate housing units. We will be responsible for the cost of removal and disposal of medical waste unless other arrangements are made.

3. Air filters used in air recirculation and air conditioning units, which are removed or replaced by the maintenance department, in rooms considered to harbor airborne pathogens shall also be treated as biomedical hazardous waste and disposed of accordingly.

CHCC understands and will comply.

**Nutritional Guidelines:**

The contractor will provide the services of a registered or licensed dietician to meet with the DJS food service planning committee quarterly, to provide technical assistance and approve menus. Verification that the diet has been reviewed and meets the standards of NCCHC/ACA and the federal guidelines and mandates of Child Nutrition shall take place through documentation on the menu that includes the date, signature and title of the consulting dietician.

CHCC understands and will comply.

**Medical Services for Division of Juvenile Services Staff:**

A copy of the Division's policy #30.00, Initial Employment and Annual Physical Examinations is attached. (Attachment A) This policy describes the nature and extent of laboratory examinations and other diagnostic examinations to be included.

1. Pre-employment:

- a. The contractor shall conduct physical examinations of all potential new Correctional Officers.

CHCC understands and will comply.

- b. The contractor will conduct pre-employment drug tests and provide PPD testing for Tuberculosis including the cost of serum on all potential new hires.

CHCC understands and will comply.

2. To be provided:

- a. The contractor shall make available pre-employment and annual physical examinations for all staff, including staff at all YRCs and Central Office. The contractor may bill DJS for the ancillary costs associated with the annual physical examinations at an agreed upon rate. The agreed upon rate will cover the cost of lab work, etc. (not to include personnel costs that will be covered separately).

CHCC understands and will comply.

- b. The contractor will make available annual flu shots at the employees' request (to include cost of vaccine). This shall include request by staff at any YRC and Central Office with prior notice.

CHCC understands and will comply.

- c. The contractor will provide annual PPD testing including the cost of serum.

CHCC understands and will comply.

- d. The contractor will provide and document the HBV vaccination program for any staff that may request this service. (Cost of the serum will be covered by DJS.)

CHCC understands and will comply.

- e. The authorized number of staff at each facility is as listed below for calculation purposes:

a. WVIHY	244
b. Rubenstein Center	90
c. Harriett B. Jones Center	47
d. Vickie Douglas	45
e. Lorrie Yeager	44

f. Sam Perdue	44
g. Tiger Morton	44
h. Donald Kuhn	98
i. Chick Buckbee	44
j. Gene Spadaro	47
k. Robert Shell	47
l. Central Office	34
m. YRC's and CRC's	82

CHCC reads and understands.

- f. The contractor will be responsible for random drug testing of any staff including contracted staff. The vendor will use a basic quick read urine drug screen. Any test sample that shows a positive result will be sent to an authorized laboratory for further testing.

CHCC understands and will comply. CHCC will maintain a supply of basic quick read urine drug screen onsite. Any sample that shows positive will be sent to an authorized lab for further testing.

- g. In addition to the above, these services will be made available for employees from other DJSYRCs and offices. Services will be scheduled prior to being rendered.

CHCC understands and will comply.

**Quality Management Support Services:**

The contractor shall provide quality management services to support the provision of the comprehensive health service programs. The contractor shall be responsible for all costs incurred for these services. Quality management support services shall be system-wide and shall be in place within six months of contract award. The contractor shall provide documentation to substantiate these services, which shall include at a minimum, the following:

1. Continuous Quality Improvement (CQI)

Designed to monitor the quality of health service delivery, the Quality Improvement assessment involves the monthly inspection of at least 10% of all active resident charts by a qualified health care professional. Appropriate corrective measures and processes will be documented and available for potential inspection by the Facility Superintendent/Director or designee or the Central Office contract monitor.

CHCC understands and will comply. We will offer a Continuous Quality Improvement (CQI) Program for the purpose of ongoing review of the quantity and quality of healthcare services being provided at the facility. Such program will include regularly scheduled audits of inmate healthcare services with documentation of deficiencies and plans for correction of deficiencies. The CQI Program will be governed by a committee composed of the following members as applicable:

- The facility Medical Director (provider)
- The Health Service Administrator and/or Lead Nurse
- A healthcare team member assigned to CQI responsibilities
- A pharmacist
- A dentist
- A psychiatrist and/or psychologist
- A medical clerk

- The Facility Administrator(s)

The CQI committee will act on information, perform and review process and outcome studies as well as internal audit data obtained through these processes. The committee will meet, in most cases, on a quarterly basis to evaluate the completed studies and audits. Minutes of all meetings will be maintained onsite with copies made available to all committee members and the facility contract monitor. Depending on facility needs, the CQI committee will review the following areas:

- Access to care, continuity of care
- Health assessments, receiving screenings, sick call
- Chronic care clinics, infirmary care, emergency care
- Resident grievances
- Mental health services, pharmacy services, dental care
- Offsite services including hospitalizations and specialty care
- Results of mortality reviews
- Infection control findings
- Lab redraws/X-ray retakes
- Results of disaster drills
- Medical in-service training topics
- Other key sentinel events

The CQI committee will also be responsible for conducting routine health record reviews. Health records are the key means of communication between healthcare providers, and their completeness and accuracy are critical to providing quality care.

## 2. Infection Control

Infection Control procedures and practices are designed to provide surveillance of infections, institute preventative measures, and report those infections in accordance with applicable laws. An infection control assessment will be completed monthly and documentation, which includes corrective measures and processes, will be submitted to the Facility Superintendent/Director and facility Safety Officer.

We will provide an Infection Control Program that will focus on the prevention, identification, and control of infectious diseases, whether they are acquired within the correctional setting or introduced from the outside community.

To facilitate the prevention, identification, and control of communicable diseases, CHCC's Infection Control Program utilizes an infection control manual that focuses on education, prevention, and monitoring infection control issues. These activities help us in identifying and meeting the health education needs of residents and employees of the facility. CHCC also provides training to healthcare and security staff on the latest standard precautions to be utilized when handling residents with communicable diseases. Our healthcare team at the facility will monitor and collect data regarding the incidence of communicable diseases, including:

- Residents testing positive for HIV, hepatitis or sexually transmitted diseases
- Residents diagnosed with AIDS
- Residents testing positive for TB

### **Infection Control Meetings**

The CQI committee oversees the Infection Control Program and is responsible for:

- Review and revision of infection control policies and procedures
- Monitoring of infectious disease data
- Monitoring of cleaning and sterilization techniques
- Review of environmental inspection reports
- Other matters related to infection control, as they emerge

**Resident Isolation Precautions**

We will ensure that guidelines are in place or are established to facilitate isolation precautions of a resident with a specific infection or communicable disease. Guidelines on ventilation, respiratory infection programs, and other infection control measures will be reviewed and revised as needed.

**Recommendations**

Any written recommendations generated under CHCC's Infection Control Program will be submitted to the facility's administration and the HSA for corrective action.

**3. Utilization Management**

Designed to monitor and review all outside consultations and in-patient services. The contractor shall submit quarterly to the Central Office contract monitor, a written plan of action which addresses the following:

- a. the demonstrated need for outside consultation and in-patient services,
- b. a mechanism to facilitate timely and appropriate access to consultations,
- c. specialty referrals, and
- d. out-patient and in-patient hospitalizations.

CHCC understands and will comply. Our team will monitor and review all outside consultations and in-patient services in DJS with quarterly management reports sent to the Central Office.

**4. Peer Review**

Designed to monitor physician's services, peer reviews shall be completed at least quarterly. The documented assessment shall include such activities as chart review, medical treatment plan review for special needs residents, review of off-site consultations, specialty referrals, emergencies, and in-patient and out-patient hospitalizations. The peer review will be kept on file for potential inspection by the Facility Superintendent/Director or designee or the Central Office contract monitor.

CHCC understands and will comply. As part of the CQI Program, peer reviews will be conducted by a corporate physician to ensure providers are making sound clinical decisions and are provided with critical feedback to continually improve their practices.

**5. Risk Management**

Designed to manage critical incidents, a quarterly risk management review shall include mortality occurrence procedures as well as threats to the provision of health care for those in DJS custody. The risk management plan shall be updated as needed. The risk management review will be available for inspection by the Facility Superintendent/Director or designee or the Central Office contract monitor.

CHCC's Risk Management Program dictates that critical incidents and mortalities are reported to the Legal/Risk Management department for review, and both are also reviewed at the facility multidisciplinary CQI Committee's Quarterly Meetings. CHCC has a Risk Management Manual that is updated as needed. In addition, onsite audits quarterly of services provided at the facility may be provided by either the CHC Risk Manager, Divisional VP, or Contract Manager. All Risk Management audits will be reviewed by the CHC Risk Manager and Divisional VP and an audit report will be available to the Facility Superintendent/Director or the Central Office Contract Monitor.

6. Environmental Inspection

Designed to monitor institutional food service, housing, and work areas within the contracted facilities, the Environmental Inspection shall be conducted at least monthly with a designated DJS staff member to identify potential risks to the health and safety of DJS residents, staff, and visitors. The inspection, along with recommendations for corrections of discrepancies, shall be forwarded to the Facility Superintendent/Director and facility Safety Officer.

CHCC's HSA or designee will participate in facility Environmental Inspections.

7. Policy Review

Health service policies and protocols shall be reviewed annually by the medical director. The contractor will supply the DJS contract monitor with the most current version of the health service policies.

CHCC understands and will comply. We will review our customized P&P Manual at least annually and will make revisions and updates as needed, under the direction of the CHCC Chief Medical Officer and with approval of the facility administration, to maintain compliance with ACA and NCCHC standards and the facility's needs.

8. Quarterly Reports

The Program Administrator shall meet with the Facility Superintendent/Director quarterly and submit statistical summaries and reports on the health care delivery system and health environment.

**MEDICAL ADMINISTRATION COMMITTEE (MAC)**

MAC meetings will be held quarterly (or more often as requested by the County) and attended by detention staff, medical team members, and our corporate staff, as appropriate. Topics of discussion may include, but will not be limited to:

- Monthly statistics
- Overall effectiveness of healthcare services
- Continuous quality improvement findings
- Infection control efforts
- Staffing plan updates

Minutes or summaries will be documented and retained for reference, and copies will be distributed to attendees.

**Additional Information:**

1. "Division of Juvenile Services", also referred to as the "Division", "DJS" and/or "Agency".

CHCC had read and understands.

2. The contractor will provide all non-medical supplies necessary for the performance of health care obligations, including office supplies and postage required to provide comprehensive health care services. Any costs/expenses incurred by the Division as a result of medical contract staff's misuse of equipment or services (such as non-business phone usage) that are not business related will be the responsibility of the medical contractor.

CHCC understands and will comply.

3. The Division is under no obligation to provide any additional equipment except as the contractor and the Division may agree in writing. In the event that the contractor shall provide additional equipment, said equipment shall become the exclusive property of the Division of Juvenile Services. The contractor will inform the Facility Superintendent/Director of said equipment at time of purchase to include the item type, cost, brand, model, style, serial number, and area location.

CHCC understands and will comply.

4. The contractor shall assist the Division in completion of annual inventory and accountability of medical equipment. In the event of termination of agreement, the contractor agrees that all non-consumable materials/supplies and medical equipment shall be in functional working order and becomes the property of the Division and the State of West Virginia.

CHCC understands and will comply.

5. The contractor will provide for the care and maintenance of all medical equipment. It is the contractor's responsibility to examine all on-site medical equipment, ensure that all equipment is operable at all times, and notify the Facility Superintendent/Director of any needed repairs. The Division is responsible for repair or replacement of medical equipment due to normal wear and tear. Any damage to equipment due to abuse or neglect by medical contractor staff will become the responsibility of the contractor.

CHCC understands and will comply.

6. The Division is financially responsible for necessary ground or air ambulatory transports and hospitalizations.

CHCC has read and understands.

7. The Division will provide for the use of the contractor, all Medical Unit linens necessary for the provision of medical unit care. This includes bedding and hygiene linens.

CHCC has read and understands.



**Bid Submission/Cost Proposal**

**Bid Submission Page**

**Appendix A**

**Appendix B**

**Appendix C**

**Cost Proposal Summary**

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

Revised 4/29/2011

	<b>MONTHLY COST</b>		<b>ANNUAL COST</b>		
<b>CONTRACT ADMINISTRATION FROM APPENDIX B</b>	<table border="1"><tr><td>\$34,601.20</td></tr></table>	\$34,601.20	<b>x 12 =</b>	<table border="1"><tr><td>\$415,214.40</td></tr></table>	\$415,214.40
\$34,601.20					
\$415,214.40					
<b>MONTHLY COST TO MAINTAIN FACILITIES</b>					

	<b>MONTHLY COST PER FACILITY (APPENDIX B)</b>	<b>CURRENT FACILITY COUNT</b>	<b>MONTHLY COST</b>		<b>ANNUAL COST</b>			
<b>15 - 30 BED</b>	<table border="1"><tr><td>\$343.10</td></tr></table>	\$343.10	<b>X 7</b>	<b>=</b> <table border="1"><tr><td>\$2,401.70</td></tr></table>	\$2,401.70	<b>x 12 =</b>	<table border="1"><tr><td>\$28,820.40</td></tr></table>	\$28,820.40
\$343.10								
\$2,401.70								
\$28,820.40								
<b>31 - 50 BED</b>	<table border="1"><tr><td>\$626.90</td></tr></table>	\$626.90	<b>X 2</b>	<b>=</b> <table border="1"><tr><td>\$1,253.80</td></tr></table>	\$1,253.80	<b>x 12 =</b>	<table border="1"><tr><td>\$15,045.60</td></tr></table>	\$15,045.60
\$626.90								
\$1,253.80								
\$15,045.60								
<b>50 - 100 BED</b>	<table border="1"><tr><td>\$967.80</td></tr></table>	\$967.80	<b>X 1</b>	<b>=</b> <table border="1"><tr><td>\$967.80</td></tr></table>	\$967.80	<b>x 12 =</b>	<table border="1"><tr><td>\$11,613.60</td></tr></table>	\$11,613.60
\$967.80								
\$967.80								
\$11,613.60								
<b>OVER 100 BED</b>	<table border="1"><tr><td>\$1,849.40</td></tr></table>	\$1,849.40	<b>X 1</b>	<b>=</b> <table border="1"><tr><td>\$1,849.40</td></tr></table>	\$1,849.40	<b>x 12 =</b>	<table border="1"><tr><td>\$22,192.80</td></tr></table>	\$22,192.80
\$1,849.40								
\$1,849.40								
\$22,192.80								

<b>MEDICAL FTE'S</b>	<b>HOURLY RATE (APPENDIX A)</b>		<b>PROJECTED * ANNUAL HOURS</b>		<b>PROJECTED ANNUAL COST</b>		
<b>PHYSICIAN</b>	<table border="1"><tr><td>\$128.20</td></tr></table>	\$128.20	<b>X</b>	<b>1,468</b>	<b>=</b>	<table border="1"><tr><td>\$188,197.60</td></tr></table>	\$188,197.60
\$128.20							
\$188,197.60							
<b>DENTIST</b>	<table border="1"><tr><td>\$82.06</td></tr></table>	\$82.06	<b>X</b>	<b>728</b>	<b>=</b>	<table border="1"><tr><td>\$59,739.68</td></tr></table>	\$59,739.68
\$82.06							
\$59,739.68							
<b>PHYSICIAN ASSISTANT</b>	<table border="1"><tr><td>\$76.20</td></tr></table>	\$76.20	<b>X</b>	<b>150</b>	<b>=</b>	<table border="1"><tr><td>\$11,430.00</td></tr></table>	\$11,430.00
\$76.20							
\$11,430.00							
<b>NURSE PRACTITIONER</b>	<table border="1"><tr><td>\$76.20</td></tr></table>	\$76.20	<b>X</b>	<b>150</b>	<b>=</b>	<table border="1"><tr><td>\$11,430.00</td></tr></table>	\$11,430.00
\$76.20							
\$11,430.00							
<b>REGISTERED NURSE</b>	<table border="1"><tr><td>\$30.86</td></tr></table>	\$30.86	<b>X</b>	<b>22,880</b>	<b>=</b>	<table border="1"><tr><td>\$706,076.80</td></tr></table>	\$706,076.80
\$30.86							
\$706,076.80							
<b>LICENSED PRACTICAL NURSE</b>	<table border="1"><tr><td>\$21.50</td></tr></table>	\$21.50	<b>X</b>	<b>53,664</b>	<b>=</b>	<table border="1"><tr><td>\$1,153,776.00</td></tr></table>	\$1,153,776.00
\$21.50							
\$1,153,776.00							

	<b>PROPOSED COST (APPENDIX C)</b>		<b>PROJECTED * COUNT</b>				
<b>ANNUAL PHYSICALS</b>	<table border="1"><tr><td>\$63.51</td></tr></table>	\$63.51	<b>X</b>	<b>1,060</b>	<b>=</b>	<table border="1"><tr><td>\$66,685.50</td></tr></table>	\$66,685.50
\$63.51							
\$66,685.50							

**PROJECTED ANNUAL COST OF CONTRACT**

\$2,690,222.38
----------------

**Bidder Name:** CHC Companies, Ltd.

**Bidder Representative Name:** Larry Wolk

**Address:** 6200 S. Syracuse Way, Suite 440  
Greenwood Village, CO 80111

**Phone #:** 720-622-8025

**E-Mail Address** larry.wolk@correctioncare.com

**\* 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.**

Note: CHCC will provide basic office supplies, influenza shots for jail staff, TB testing for jail staff on an as-needed basis and pay for all associated costs. Per the RFP and Addendum 1, WV DJS will provide office equipment, NCCHC/ACA accreditation/renewal fees; sites are equipped with EKG machines and Internet service.

**Appendix A  
Hourly Rates**

<b>Personnel Category</b>	<b>Hourly Rate</b>
<b>Physician (Medical Director)</b>	\$128.20
<b>Physician Assistant</b>	\$76.20
<b>Nurse Practitioner</b>	\$76.20
<b>Dentist</b>	\$82.06
<b>Registered Nurse</b>	\$30.86
<b>Licensed Practical Nurse</b>	\$21.50
<b>Total All Staff</b>	\$27.81

**Appendix B  
Monthly Rates**

Category	Monthly Rate
Monthly Administration Fee	\$34,601.20
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXX
Monthly Maintenance Fee (based on Facility Size)	
Supply / Ancillary Charges for a Facility with 15- 30 Beds	\$343.10
Supply / Ancillary Charges for a Facility with 30- 50 Beds	\$626.90
Supply / Ancillary Charges for a Facility with 50- 100 Beds	\$967.80
Supply / Ancillary Charges for a Facility with over 100 Beds	\$1,849.40

**Appendix C**  
**Additional Charges**

<b>Category</b>	<b>Charges per Service</b>
Annual / Pre-Employment Physicals Fee (This cost should only include the cost of lab work / PPD / X-Rays etc.) Physician / Nursing Time will be billed through the facility providing the service.	\$63.51

**Staffing and Cost Proposal for Resident-Patient Healthcare Services for  
West Virginia Division of Juvenile Services**

**Staffing and Services Overview**

Correctional Healthcare Companies, Ltd. (CHCC) is pleased to provide the following cost proposal for the West Virginia Division of Juvenile Services' (WV DJS) consideration.

Staffing and Services Overview West Virginia Division of Juvenile Services	
<b>ADP Overview</b>	<b>Option 1</b>
Average Daily Population (ADP)	325
<b>Professional Staffing (Hours per Week)</b>	<b>Option 1</b>
Physician	28.23
Physicians Assistant	2.88
Nurse Practitioner	2.88
Licensed Practical Nurse	1032.00
Registered Nurse	440.00
Dentist	14.00
<b>Total Equivalent Full-Time Employees</b>	<b>38.00</b>
<b>Professional Services</b>	<b>Option 1</b>
Comprehensive Medical Services	✓
On-Call 24/7	✓
Policies and Procedures	✓
Laboratory Services - Onsite	✓
Radiology Services - Onsite	✓
Dental Services - Onsite	✓
TB Testing (jail staff)	✓
Influenza shots (jail staff)	✓
Medical Supplies	✓
Medical Waste Removal	✓
Office Supplies	✓
Utilization Management	✓
Basic Medical Training	✓
Comprehensive Medical Malpractice Insurance	✓
Corporate Management and Oversight	✓
<b>Pharmacy Services</b>	<b>Option 1</b>
Complete Pharmaceutical Management	✓
Pharmaceuticals: Over-the-Counter	✓
<b>Monthly Cost</b>	<b>\$224,185.20</b>
<b>Annual Cost</b>	<b>\$2,690,222.38</b>

**Per the RFP, WV DJS will provide the following:**

- Office equipment (Per Addendum 1, sufficient equipment is on hand to meet the needs of the vendor)
- NCCCHC/ACA accreditation/renewal fees
- Per the RFP, each site is equipped with an EKG machine
- Internet service (Per Addendum 1, each site will provide Internet)



### ***Comprehensive Medical Care***

CHCC will provide the WV DJS with a healthcare program consisting of 38.00 equivalent full-time employees as well as comprehensive onsite medical services.

Our proposal also includes healthcare policies and procedures, 24 hours a day on-call services, medical and office supplies, medical waste removal, comprehensive medical malpractice insurance, as well as corporate management and oversight for residents. CHCC will incur all staffing and medical supply costs associated with providing these services.

### ***Pharmacy***

Our proposal includes a comprehensive pharmacy management solution. This program includes medication prescribing, filling, dispensing, administration, accurate recordkeeping, reporting/invoicing, and quality assurance. CHCC will be responsible for all over the counter (OTC) pharmaceutical costs incurred at the WV DJS. WV DJS will be responsible for providing all non-OTC medications.

### ***Utilization Management***

Our experienced health professionals provide the key clinical component in the management of offsite referrals, outpatient procedures, and hospital admissions. Our Utilization Management services ensure proper utilization of resources and reduce unnecessary healthcare expenditures for the WV DJS.

Our Utilization Management Nurse, in consultation with CHCC's Corporate Medical Director, monitors and evaluates the healthcare services and works with the WV DJS' healthcare staff to impact services or hospital stays that are not clinically indicated based upon medical best practices. Direct contact is made with the medical staff responsible for the patient, including the hospital providers or admitting physician, facility Medical Director, health administrator, and hospital case managers or UM staff, to determine the best course of treatment for the patient. Our Utilization Management staff also includes expert negotiators who continually attempt to drive healthcare costs down through mutually agreed upon discounts with providers.

Utilization Management services are provided at no additional cost to the WV DJS.

### ***Renewal Pricing***

The annual cost presented in this price quote will remain in effect through the initial 12 month contract period. For subsequent annual renewals beyond the initial 12 month contract period, CHCC requests annual price increases based on the percentage increase for the previous 12 month period in the Medical Care Services component of the Consumer Price Index (CPI), as published by the United States Department of Labor, not to exceed 5.0%.

### ***Terms of Cost Proposal***

The terms of this proposal shall be valid for 60 days beginning May 11, 2011. This price represents the cost for providing services as defined within the proposal. Deviations or changes to these services may alter the cost. This proposal does not represent a legally binding contract.

## **Required Forms**

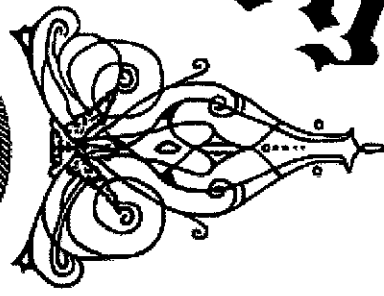
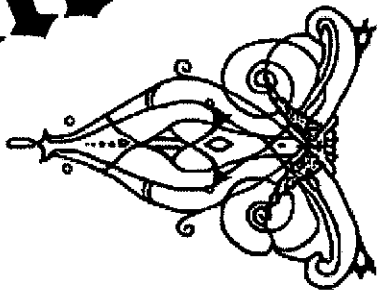
**Certificate of Good Standing**

**Compliance Certificate**

**Purchasing Affidavit**



# State of West Virginia



## Certificate

*I, Natalie E. Tennant, Secretary of State,  
of the State of West Virginia, hereby certify that*

CHC Companies, Ltd.

has filed the appropriate registration documents in my office according to the provisions of the West Virginia Code and hereby declare the organization listed above as duly registered with the Secretary of State's Office.

*Given under my hand and  
the Great Seal of West Virginia  
on this day of  
April 20, 2011*



*Natalie E. Tennant*


Secretary of State

# COMPLIANCE CERTIFICATE\*

I, Larry Wolk, President  
**Name Title**

of Correctional Healthcare Companies, Ltd. do hereby certify that the above  
**Company Name**

**named organization has not in the previous four years had a contract for the provision of medical services terminated for non-compliance or failure to fulfill the terms of the contract.**

  
**Signature** May 5, 2011  
**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.**

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 exceeds 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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Correctional Healthcare Companies, Ltd.

Authorized Signature: [Signature] Date: 5/4/11

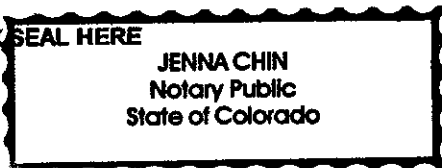
State of Colorado

County of Arapahoe, to-wit:

Taken, subscribed, and sworn to before me this 4th day of May, 2011.

My Commission expires August 05, 2014

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]