

**Bid (Cost) Submission for
West Virginia Division of Juvenile Services
CRFQ 0621 DJS1500000007
Medical Healthcare Services**



ORIGINAL

BID DUE:

Thursday, November 6, 2014 1:30 P.M. ET

PREPARED FOR:

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

11/06/14 08:20:32AM
West Virginia Purchasing Division

SIGNATURE PAGE

WEXFORD HEALTH SOURCES, INC.,
FEIN #59-2363973
Proposal Response to the
West Virginia Division of Juvenile Services
CRFQ 0621 DJS1500000007
Medical Healthcare Services



BID DUE:
Thursday, November 6, 2014 1:30 P.M. ET
Response is valid for a period of 120 days.

AUTHORIZED REPRESENTATIVE FOR WEXFORD HEALTH SOURCES, INC.
John M. Froehlich
Senior Vice President & Chief Financial Officer

Authorized Signature



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

State of West Virginia
Request for Quotation

Proc Folder: 33208

Doc Description: ADDENDUM NO. 4 MEDICAL HEALTHCARE SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-24	2014-11-06 13:30:00	CRFQ 0621 DJS1500000007	5

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

FEIN #

59-2363973

DATE

November 5, 2014

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

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Monthly Administration Fee	1.00000	EA	\$18,009.72	\$216,116.64

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Monthly Administration Fee- Contract Administrator. Vendor will bid an all inclusive fee to cover the cost of managing the contract.
"See Attached Specifications"

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Monthly Maintenance Fee-Bed Count of 15-30 (7) facilities	1.00000	EA	\$3,958.30	\$47,499.60

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

The vendor will bid an all inclusive fee to cover the cost of maintaining and stocking the Medical Section in each facility based on the number of beds. There are seven (7) facilities with this bed count. "See Attached Specifications"

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Monthly Maintenance Fee-Bed Count of 31-50 (1) facility	1.00000	EA	\$1,130.94	\$13,571.28

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

The vendor will bid an all inclusive fee to cover the cost of maintaining and stocking the Medical Section in each facility based on the number of beds. There is one(1) facility with this bed count."See Attached Specifications"

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CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Monthly Maintenance Fee-Bed Count of 50-100 (1) facility	1.00000	EA	\$1,979.15	\$23,749.80

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

The vendor will bid an all inclusive fee to cover the cost of maintaining and stocking the Medical Section in each facility based on the number of beds. There is one(1) facility with this bed count."See Attached Specifications"

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CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly rate for Medical Personnel PHYSICIAN (MEDICAL DIRECTOR)	1092.00000	HOUR	\$139.13	\$151,929.96

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Hourly Rate for Medical Personnel- PHYSICIAN (MEDICAL DIRECTOR)

The vendor will bid an hourly rates for the each category of medical personel requested. "See Attached Specifications"

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CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly Rate for Medical Personnel- DENTIST	312.00000	HOUR	\$89.04	\$27,780.48

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Hourly Rate for Medical Personnel- DENTIST.

The vendor will bid an hourly rates for the each category of medical personel requested. "See Attached Specifications"

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CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hourly Rate for Medical Personnel- PHYSICIAN ASSISTANT.	150.00000	HOUR	\$77.91	\$11,686.50

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Hourly Rate for Medical Personnel- PHYSICIAN ASSISTANT.

The vendor will bid an hourly rates for the each category of medical personel requested. "See Attached Specifications"

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Hourly Rate for Medical Personel-NURSE PRACTITIONER	150.00000	HOUR	\$77.91	\$11,686.50

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Hourly Rate for Medical Personnel- NURSE PRACTITIONER

The vendor will bid an hourly rates for the each category of medical personel requested. "See Attached Specifications"

INVOICE TO		SHIP TO	
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CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hourly Rate for Medical Personnel- REGISTERED NURSE.	18720.00000	HOURL	\$35.31	\$661,003.20

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Hourly Rate for Medical Personnel- REGISTERED NURSE.

The vendor will bid an hourly rates for the each category of medical personel requested. "See Attached Specifications"

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Hourly Rate for Medical Personnel- LICENSED PRACTICAL NURSE	42432.00000	HOURL	\$25.56	\$1,084,561.92

Comm Code	Manufacturer	Specification	Model #
85100000			

Extended Description :

Hourly Rate for Medical Personnel- LICENSED PRACTICAL NURSE.

The vendor will bid an hourly rates for the each category of medical personel requested. "See Attached Specifications"

DJS1500000007	Document Phase Final	Document Description ADDENDUM NO. 4 MEDICAL HEALTH CARE SERVICES	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**Response Confirming Compliance with the Terms of
West Virginia Division of Juvenile Services
CRFQ 0621 DJS1500000007
Medical Healthcare Services**



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AUTHORIZED REPRESENTATIVE FOR WEXFORD HEALTH SOURCES, INC.
John M. Froehlich
Senior Vice President & Chief Financial Officer

Authorized Signature



Wednesday, November 5, 2014

Gregory Clay
Senior Buyer, West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
P: (304) 558-2566
F: (304) 558-4115
E: Gregory.C.Clay@wv.gov

Subject: Transmittal letter for CRFG 0621 DJS1500000007 Medical Healthcare Services

Dear Mr. Clay:

As per the Division of Juvenile Services (DJS) website, one of the Division's guiding principles is commitment to "ongoing assessment and evaluation of all programs and services to ensure their **effectiveness**." Deputy Director Dodson confirms the Division's "buzz word has been **innovation** and **quality of services** in all areas" in the recent past and foreseeable future. **Wexford Health believes we are best choice to ensure effectiveness, innovation, and quality of service for the DJS resident health care program moving forward.**

The Division has kept the same health care provider for many years. Given the Division's focus on innovation, perhaps it is time for a change. Wexford Health has the resources in place to take the State's juvenile programming to the next level.

Wexford Health is a long-time correctional health care provider for West Virginia. Through our many years of experience with the State's clinical, economic, and political environments we have built **relationships on all levels necessary to make the DJS contract a success.**

- **Proven performance** in providing correctional medical services to the West Virginia Division of Corrections for the past seven years; we encourage the DJS to contact Commissioner Rubenstein or any of the DOC wardens to discuss our responsiveness and the quality of our programs.
- Patients—including juveniles—with chronic or debilitating medical conditions often develop behavioral health concerns such as anxiety or depression. These in turn can create a downward spiral of related physical and mental health issues. **Wexford Health believes in treating the whole patient**, because the status of one physical or mental health condition can significantly affect our success in managing other conditions. Over the years we have served as the DOC health care provider, we have forged a **strong partnership with PSIMED, the current DJS mental health vendor**. Our collaboration with PSIMED will continue under the new DJS contract, enabling us to provide comprehensive and wholistic treatment to DJS resident patients.
- **A strong working relationship with the West Virginia Department of Health and Human Resources (DHHR) Bureau for Medical Services**—the agency in charge of administering West Virginia's Medicaid programs—to ensure DJS and its residents receive all applicable coverage and reimbursement
- Existing relationships (utilization management protocols, admitting privileges, billing accounts, etc.) with **multiple hospitals throughout the state**, including the West Virginia University hospital system and Davis Memorial Hospital
- **Academic partnerships** with West Virginia University, Marshall University, and the United Technology Center of Practical Nursing for internships, fellowships, and clinical rotations
- **Statewide arrangements already in place with ancillary service vendors** for laboratory, x-ray, EKG, ultrasound, and pharmacy, removing the need for transition time spent negotiating new contracts

Wednesday, November 5, 2014
Page 2 of 3

Wexford Health is a partner to the State of West Virginia, not just a vendor. We maintain an ongoing West Virginia presence and support the State through a wide variety of events and sponsorships.

- **Longtime sponsor and participant in multiple West Virginia events and activities** including the state's internationally renowned Mock Riot; the annual DOC Open House celebration; and many community outreach and awareness events throughout the state including blood drives, walk-a-thons, foods drives, and library fundraisers
- We maintain a **permanent regional office** in Grafton and employ more than 250 West Virginia resident taxpayers, representing an **annual tax revenue base of more than \$12.5 million** for the state

Wexford Health believes people—doctors, nurses, and support staff—form the basis of any successful health care contract. We treat our personnel with respect, provide them with **better-than-average wages** and training opportunities, and empower them to excel. This results in **stellar fill rates** and **exceptional, consistent service** for our clients.

- Two seasoned West Virginia recruiters—one dedicated to providers and the other to nursing and other personnel—who understand the state's unique health care market, resulting in an **average fill rate of more than 96%** for our DOC contract
- An **existing statewide staffing pool** to provide as-needed coverage for the DJS facilities, with 12 to 40 individuals located within a 50-mile radius of each location
- An **experienced Contract Manager**, born and raised in West Virginia, who has worked at every level in correctional health care from facility nurse to statewide management
- Statewide support from an **existing team of more than one dozen experienced regional and site-level management personnel** who will make themselves available for consulting and auditing purposes

In line with the Division's buzzwords, the quality of Wexford Health's clinical service is unquestioned, as evidenced by multiple independent audit results.

- **We have never failed an accreditation audit.** We have achieved and maintain **100% accreditation** from both the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC) for all eight of the original West Virginia DOC institutions, including first-time ACA accreditation at five of those sites.
- Our **dedicated 6-person quality management team** consists of RNs, CCHPs, CPHQ, CCMs, and ACA auditors—including one who resides in West Virginia—who monitor the quality of patient care and help to develop our clinical staff. In addition, we maintain a full-time Nurse Educator who focuses on developing, presenting, and monitoring training programs for Wexford Health's nursing staff.
- We have seven corporate medical directors on staff to mentor our site physicians to help them optimize their efficiency and outcomes in the correctional environment. These **ACEs—Advanced Clinical Experts**—are specialists in the fields of cardiology, rheumatology, internal medicine, geriatrics, nephrology, chronic disease, and the treatment of HIV and Hepatitis. Providing our site physicians with this wide variety of educational resources and professional support enables them to make **better treatment decisions**.

With regard to innovation, Wexford Health's technology is cutting edge. This will enable the DJS to **increase efficiency** and remain at the **forefront of the juvenile corrections industry**.

- TIM, our Talent Information Management system, offers a whole **new level of efficiency in human resources tracking and reporting** including detailed personnel records, attendance data, staff vacancy reports, and any other relevant information requested by the DJS. While other correctional health care companies use "ID card swipe" time clock systems, TIM identifies employees by recording and recognizing each individual's unique fingerprint, thus reducing clerical errors and preventing staff members from "punching in" for their friends.

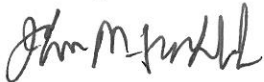
Wednesday, November 5, 2014
Page 3 of 3

- WexCare, our fully automated claims, contracting, and utilization management systems, is based on commercial managed care software but customized to the unique needs of correctional health care. WexCare will ensure **accurate tracking and reporting of all offsite services for DJS residents.**
- We have performed **multiple successful Electronic Medical Record (EMR) implementations.** We understand from Q&A the DJS considers an EMR "ideal but not required." Wexford Health has collaborated with most of the corrections industry's leading EMR solutions. We do not own a proprietary system. We review EMRs in an unbiased fashion and **recommend a product that provides the best operational fit and greatest value** for each client's unique situation—**without being unduly influenced by our company's financial gain.** Other correctional health care companies actually hold ownership in the EMRs they recommend and install. Furthermore, a proprietary EMR (i.e., one where the correctional health care contractor owns the EMR) cannot be transferred over to the DJS when there is a change in health care contractors.

To summarize, **Wexford Health wants to be the resident health care provider for the West Virginia Division of Juvenile Services and is willing to go the extra mile to earn that right.**

Please do not hesitate to contact me via telephone (412-937-8590, extension 257) or email (info@wexfordhealth.com) if you have any questions about our proposal. I look forward to further discussions with you regarding next steps in the DJS solicitation process.

Sincerely,



John M. Froehlich
Senior Vice President & Chief Financial Officer

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ORGANIZATION OF WEXFORD HEALTH'S BID

Wexford Health's bid in response to Solicitation #DJS1500000007 WVDJS RFQ for Medical Healthcare Services is divided into two separately sealed documents: "Response to RFQ Requirements" and "Cost".

In our Response to RFQ Requirements, we have included four (4) tabs as follows.

- **Tab 1:** All forms required by the RFQ and the West Virginia Purchasing Division
- **Tab 2:** Acknowledgement of Wexford Health's compliance with all "instructions to vendors submitting bids" outlined in the solicitation documents
- **Tab 3:** Acknowledgement of Wexford Health's understanding of, and agreement to, all "general terms and conditions" outlined in the solicitation documents
- **Tab 4:** Response to, and acknowledgement of compliance with, each of the four (4) components of the RFQ Specifications, describing in detail how Wexford Health will provide the services required by the solicitation while adhering to all DJS policies and procedures

Our Cost document contains completed versions of all Commodity Lines and pricing forms required by the solicitation.

PLEASE NOTE...

... that in all instances, Wexford Health agrees to comply with the protocols and timeframes outlines in DJS policies and procedures, particularly those referenced in Policy 500.05 Treatment Timeframes and Mandates (provided as RFQ Attachment C).

If any of the standard, generic protocols described in this document conflict with DJS policies and procedures, Wexford Health will adjust them to comply with all Division standards and regulations.

1. REQUIRED FORMS

On the following pages, Wexford Health has included the following documentation required by Solicitation # DJS1500000007 and/or by the West Virginia Purchasing Division.

- A completed, signed, and notarized *Non-Termination of Medical Contract* form
- A completed, signed, and notarized *Purchasing Affidavit*
- A completed *Certified Drug Free Workplace Report Coversheet*
- A completed, signed, and notarized *Drug Free Workplace Conformance Affidavit*
- A completed *Vendor Preference Certificate*
- Completed *Addendum Acknowledge* form
- Certificate of Insurance
- Certificate of Authority to do business in West Virginia
- A completed and signed *Agreement Addendum*
- A completed and signed *Employment History Disclosure Statement*

PLEASE NOTE that in all instances, Wexford Health agrees to comply with the protocols and timeframes outlines in DJS policies and procedures, particularly those referenced in Policy 500.05 Treatment Timeframes and Mandates (provided as RFQ Attachment C).

If any of the standard, generic protocols described in this document conflict with DJS policies and procedures, Wexford Health will adjust them to comply with all Division standards and regulations.

Attachment # 3

Non-termination of Medical Contract

As per the specifications contained in the Medical Healthcare RFQ, Section 3.3, by signing below, vendor acknowledges that there has been no termination of a medical contract within the last four (4) years prior to the release of this RFQ. This form must be signed, notarized and submitted with the bid.

I hereby acknowledge that Wexford Health Sources, Inc. has not
(Vendor Name)

had a contract terminated for lack of compliance or for the failure to fulfill the terms of a contract within the last four years.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: John M. Froehlich, SVP & CFO for Wexford Health Sources, Inc.

Authorized Signature: *John M. Froehlich* Date: November 5, 2014

State of Pennsylvania

County of Allegheny to-wit:

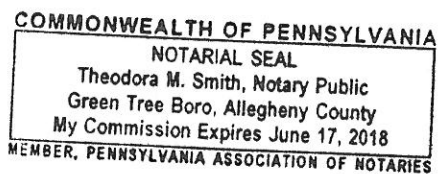
Taken, subscribed, and sworn to before me this 5th day of November 2014

My Commission expires June 17 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Theodora M. Smith



RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: John M. Froehlich, SVP & CFO for Wexford Health Sources, Inc.

Authorized Signature: *John M. Froehlich* Date: November 5, 2014

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 5th day of November, 2014

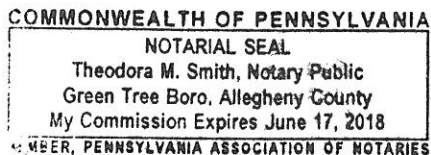
My Commission expires June 17, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Theodora M. Smith

Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: Contract awarded as a result of CRFQ 0621 DJS1500000007

Contract Purpose: Medical Healthcare Services

Agency Requesting Work: Division of Juvenile Services

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Wexford Health Sources, Inc.

Vendor Telephone: (412) 937-8590

Vendor Address: 501 Holiday Drive

Vendor Fax: (412) 937-8599

Foster Plaza Four

Pittsburgh, PA 15220



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

Pennsylvania
STATE OF WEST VIRGINIA,

COUNTY OF Allegheny, TO-WIT:

I, John M. Froehlich, after being first duly sworn, depose and state as follows:

1. I am an employee of Wexford Health Sources, Inc.; and,
 (Company Name)
2. I do hereby attest that Wexford Health Sources, Inc.
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: John M. Froehlich

Title: Senior VP & Chief Financial Officer

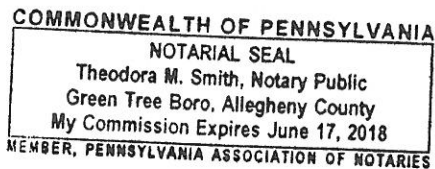
Company Name: Wexford Health Sources, Inc.

Date: November 5, 2014

Taken, subscribed and sworn to before me this 5th day of November 2014.

By Commission expires June 17, 2018

(Seal)



Theodora M. Smith
 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev. 04/14

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. X Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Wexford Health Sources, Inc.

Signed: John M. Froehlich

Date: November 5, 2014

Title: John M. Froehlich, Senior VP & CFO

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS150000007

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1 ☐ Addendum No. 6

☒ Addendum No. 2 ☐ Addendum No. 7

☒ Addendum No. 3 ☐ Addendum No. 8

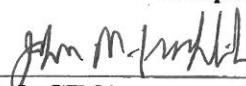
☒ Addendum No. 4 ☐ Addendum No. 9

☐ Addendum No. 5 ☐ Addendum No. 10

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

Wexford Health Sources, Inc.

Company



(John M. Froehlich, Senior VP & CFO) Authorized Signature

November 5, 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rodgers Insurance Group Foster Plaza V 651 Holiday Drive Pittsburgh PA 15220		CONTACT NAME: Benna Milliken PHONE (A/C, No, Ext): (412) 922-1651 FAX (A/C, No): (412) 922-5117 E-MAIL ADDRESS: bmilliken@roddersgrp.com	
INSURED Wexford Health Sources, Inc 501 Holiday Drive Foster Plaza IV Pittsburgh PA 15220		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Brickstreet Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 12372	

COVERAGES

CERTIFICATE NUMBER: CL14102409893

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SM896570	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			WC125926001	9/30/2013	9/30/2014	WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Claims Made			SM896570 \$50,000 Deductible	10/1/2013	10/1/2014	Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The above policies cover all Wexford employees for work performed on behalf of Wexford Health Sources, Inc. at any location

CERTIFICATE HOLDER**CANCELLATION**West Virginia Division
Juvenile Services
1200 Quarrier Street
Charleston, WV 25301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tony Reda/BM



Certificate

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

WEXFORD HEALTH SOURCES, INC.

a corporation formed under the laws of Florida filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on July 08, 1996.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this

CERTIFICATE OF AUTHORIZATION

Validation ID:2WV7H_MYM7X



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
October 09, 2014*

Natalie E. Tennant
Secretary of State

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

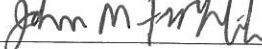
Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: **Wexford Health Sources, Inc.**

Signed:  _____

Title: **John M. Froehlich, Senior VP & CFO**

Date: **November 5, 2014**



State of West Virginia
Department of Administration
Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
Division of Corrections	5/2008 thru 1/2015	\$23,055,489	Inmate health care services	173.30 FTEs
McDowell County	7/2014 thru 6/2015	Pass-through cost model	Inmate health care services	12.6 FTEs

☐ Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

John Froehlich, Senior VP & CFO

Printed Name

November 5, 2014

Date

*Signature **

2. INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Wexford Health has complied with all requirements in the "Instructions to Vendors Submitting Bids" section of the solicitation (Pages 7 through 11 of the combined RFQ document), as highlighted/summarized below.

1. **Review documents thoroughly:** We have reviewed all of the solicitation documents thoroughly, submitting our bid in accordance with the provisions contained in those instructions and the Solicitation. We understand and acknowledge failure to have done so may result in disqualification of a Vendor's bid.
2. **Mandatory terms:** We understand and acknowledge the Solicitation contains mandatory provisions identified by use of the words "must," "will," and "shall;" and that failure to comply with a mandatory term may result in bid disqualification.
3. **Pre-bid meeting:** Mr. Rick Dull, Wexford Health's National Business Development & Client Relations Director, attended the mandatory pre-bid meeting held on October 8 at the DJS offices on Quarrier Street in Charleston.
4. **Vendor question deadline:** Wexford Health submitted written questions relating to Solicitation #DJS1500000007 prior to October 14, the date listed on Page 8 of the combined RFQ document.
5. **Verbal communication:** We understand verbal communication between Vendors and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference..
6. **Bid submission:** Wexford Health delivered our signed bid to the Purchasing Division offices on Washington Street East in Charleston prior to the bid opening date and time of 1:30 p.m. ET on Thursday, November 6.
7. **Bid opening:** We understand and acknowledge the State will open bids submitted in response to Solicitation #DJS1500000007 at the Purchasing Division offices on Washington Street East in Charleston at 1:30 p.m. ET on Thursday, November 6.
8. **Addendum acknowledgement:** We have acknowledged receipt of all four (4) solicitation addenda by completing all *Addendum Acknowledgment Forms* and including them in §1.
9. **Bid formatting:** Wexford Health has typed our bid information in order to help prevent errors in evaluation.
10. **Alternates:** Wexford Health's proposal complies with all RFQ specifications and does not contain any alternate proposals.
11. **Exceptions and clarifications:** Wexford Health has taken no exceptions; and offers no clarifications; to the solicitation requirements.
12. **Communication limitations:** In accordance with West Virginia Code of State Rules §148-1-6.6, Wexford Health has not engaged in any prohibited communication with the State of West Virginia or any of its employees regarding Solicitation #DJS1500000007.
13. **Registration:** Wexford Health's registration with the West Virginia Purchasing Division is current, including our payment of the applicable \$125 fee. We are Vendor #B01141641, renewed with Check #90011124 in July 2014.
14. **Unit price:** We understand and acknowledge unit prices will prevail in case of bid discrepancy.
15. **Preference:** Wexford Health has completed appropriate paperwork to claim Vendor Preference in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules.

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16. **Small, women-owned, or minority-owned businesses:** We understand that as per West Virginia Code §5A-337(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned or minority-owned business under W. Va. CSR § 148-22-9 will be provided the same preference made available to any resident vendor.
 17. **Waiver of minor irregularities:** We recognize and acknowledge the Director's right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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3. GENERAL TERMS AND CONDITIONS

Wexford Health hereby acknowledges our understanding of, and agreement to, all specifications in the "General Terms and Conditions" section of the solicitation (Pages 12 through 24 of the combined RFQ document), as highlighted/summarized below.

1. **Contractual agreement:** We understand and acknowledge that issuance of an Award Document signed by the Purchasing Division Director (or designee) and approved by the Attorney General's office constitutes acceptance of a Contract between the State of West Virginia and the selected Vendor. Wexford Health's signature on our bid signifies our agreement to be bound by and accept the terms and conditions contained in the Contract.
2. **Definitions:** We have reviewed and understand the definitions used in the solicitation documents.
3. **Contract term; renewal; extension:** Wexford Health understands the Contract will be a Term Contract, becoming effective upon award and extending for a period of one year with three successive one-year renewal periods (not to exceed 36 months in total).
4. **Notice to proceed:** Wexford Health agrees to begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. We will consider a fully executed Award Document to be the State's Notice to Proceed.
5. **Quantities:** We understand the Contract will be an Open End Contract, with quantities listed in the solicitation being approximations only; and actual delivery quantities being ordered during the term of the Contract (whether more or less than the quantities shown in the solicitation).
6. **Pricing:** Wexford Health agrees to hold the pricing set forth in our bid firm for the life of the Contract, without price adjustments, unless expressly authorized by the State.
7. **Emergency purchases:** We understand and acknowledge the Purchasing Division Director's right to authorize the purchase of open market goods or services that Wexford Health would otherwise provide under the Contract if those goods or services are for immediate or expedited delivery in an emergency.
8. **Required documents:** As per the solicitation documents, Wexford Health has provided at the end of §1 a sample Certificate of Insurance that illustrates our ability to provide coverage in the amounts specified by the RFQ (\$1 million commercial general liability and \$1 million professional liability). In addition, we have provided documentation of licensure, as required by the RFQ. The RFQ did not require bonding (bid, performance, labor/material, or maintenance).
9. **Workers' Compensation insurance:** Wexford Health agrees to comply with laws relating to workers compensation; to maintain workers' compensation insurance when required; and to furnish proof of workers' compensation insurance upon request.
10. **Litigation bond:** We acknowledge the Director's right to require any Vendor that files an award protest to submit a litigation bond in the amount equal to one percent of the lowest bid submitted; or \$5,000; whichever is greater.
11. **Liquidated damages:** Wexford Health agrees to pay liquidated damages as required by the State.
12. **Acceptance/rejection:** We acknowledge the State's right to accept or reject any bid in whole, or in part.
13. **Funding:** Wexford Health understands the Contract will continue for the term stated in the solicitation documents, contingent upon funds being appropriated by the Legislature or otherwise being made available.

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14. **Payment:** We understand and agree the State will make payment only after the delivery and acceptance of goods or services. Wexford Health will submit invoices, in arrears.
 15. **Taxes:** We agree to pay any applicable sales, use, personal property, or any other taxes arising out of the Contract and the transactions contemplated thereby.
 16. **Cancellation:** Wexford Health understands and acknowledges the Purchasing Division Director has the right to cancel the Contract immediately (upon written notice) if the materials or workmanship w supply do not conform to the Contract specifications; or upon 30 days written notice to Wexford Health, in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
 17. **Time:** We acknowledge time is of the essence with regard to all matters of time and performance in the Contract.
 18. **Applicable law:** Wexford Health understands the Contract will be governed by and interpreted under West Virginia law.
 19. **Compliance:** We agree to comply with all applicable federal, state, and local laws, regulations and ordinances.
 20. **Prevailing wage:** While Solicitation #DJS1500000007 is not a contract for the construction of a public improvement, we understand the emphasis the State places on ensuring its Vendors pay wages not less than the fair minimum rate (prevailing wage) established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and will certainly do so under our DJS contract.
 21. **Arbitration:** We agree that any bid or Contract references to arbitration are deleted, void, and of no effect.
 22. **Modifications:** Wexford Health understands and agrees no modification of the Contract will be binding without mutual written consent of the Agency and the Vendor, with approval of the Purchasing Division and the Attorney General's office (as to form only).
 23. **Waiver:** We will not construe the failure of either party to insist upon a strict performance of any of the terms or provision of the Contract (or to exercise any option, right, or remedy contained in the Contract) as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy.
 24. **Subsequent forms:** Wexford Health agrees the terms and conditions contained in the Contract will supersede any and all subsequent terms and conditions that may appear on documents we submit to the Agency or Purchasing Division.
 25. **Assignment:** We will not assign the Contract or any monies due without express written consent from the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
 26. **Warranty:** Wexford Health expressly warrants the goods and/or services covered by the Contract will (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
 27. **State employees:** We will not permit or facilitate State employees' utilization of the Contract for personal use.
 28. **Bankruptcy:** We understand and acknowledge that in the event Wexford Health files for bankruptcy protection, the State of West Virginia may deem the Contract null and void; and terminate the Contract without notice.
 29. **Confidentiality:** Wexford Health will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency unless the
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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. Furthermore, we agree to comply with the Confidentiality Policies and Information Security Accountability Requirements set forth on the State website.

30. **Disclosure:** We understand and acknowledge the State considers our response to the Solicitation and the resulting Contract to be public documents and will disclose them to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. We have identified those parts of our bid we consider to be exempt from public disclosure, as per the instructions contained in the solicitation documents.
31. **Licensing:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Wexford Health is licensed and in good standing with the laws and requirements of all pertinent state and local West Virginia agencies, including but not limited to the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. Upon request, we will provide all releases necessary to enable the Purchasing Division Director or the Agency to verify we are licensed and in good standing with the above entities.
32. **Antitrust:** Wexford Health agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in all causes of action we 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.
33. **Vendor certifications:** Wexford Health certifies the following.
- We made our bid/offer without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person, or entity submitting a bid or offer for the same material, supplies, equipment or services.
 - Our bid/offer is in all respects fair and without collusion or fraud.
 - We accept and enter into the Contract without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law.
 - We have reviewed the solicitation in its entirety; and understand the requirements, terms, conditions, and other information contained therein.

Neither Wexford Health nor our representatives have any direct or indirect interest (or plan to acquire any interest) which would compromise the performance of our services under the Contract. We will promptly present any such interest in detail to the Agency.

John M. Froehlich (Wexford Health's Senior Vice President & Chief Financial Officer; and the individual signing our bid/offer on behalf of Wexford Health) certifies he is authorized to execute our bid/offer or any related documents on Wexford Health's behalf; that he is authorized to bind Wexford Health in a contractual relationship; and that to the best of his knowledge, Wexford Health has properly registered with any State agency that may require registration.

34. **Purchasing card acceptance:** We agree to accept the State of West Virginia's Purchasing Card for payment of all orders under the Contract.
35. **Vendor relationship:** Wexford Health understands and acknowledges our relationship to the State will be that of an independent contractor; and that the Contract does not contemplate or create any principal-agent relationship or employer-employee relationship. As an independent Contractor, Wexford Health agrees to be solely liable for the acts and omissions of our employees and agents. We will also be exclusively responsible for payment of our employees' and contractors' wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits,

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professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans (including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc.) and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

36. **Indemnification:** Wexford Health agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by Wexford Health, our officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) any failure of Wexford Health, our officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
37. **Purchasing affidavit:** In accordance with West Virginia Code § 5A-3-10a, Wexford Health has signed, notarized, and submitted in §1 a *Purchasing Affidavit* stating neither we nor a related party owe a debt to the State in excess of \$1,000.
38. **Additional agency and local government use:** We understand and acknowledge the Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school Districts. We agree to extend the Contract to such entities on the same prices, terms, and conditions as those offered and agreed to in the Contract.
39. **Conflict of interest:** To the best of our knowledge, neither Wexford Health nor any of our officers or members or employees presently have (or plan to acquire) a direct or indirect interest that would conflict with or compromise the performance of our obligations under the Contract. We agree to periodically inquire of our officers, members, and employees to ensure such a conflict of interest does not arise. We will promptly report any such conflict of interest in detail to the Agency.
40. **Reports:** Wexford Health agrees to provide the Agency and/or the Purchasing Division with such reports as the Agency and/or the Purchasing Division may request, including but not limited to quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
41. **Background check:** In accordance with W. Va. Code § 15-2D-3, we will require any Wexford Health staff members regularly employed on the grounds or in the buildings of the Capitol complex (or who have access to sensitive or critical information) to submit to a fingerprint-based state and federal background inquiry through the state repository.
42. **Preference for use of domestic steel products:** While Solicitation #DJS1500000007 is not a contract involving the provision of steel products, we understand and appreciate the State's emphasis on using domestic materials and will make every effort to do so under the DJS Contract.
43. **Preference for use of domestic aluminum, glass, and steel:** While Solicitation #DJS1500000007 is not a contract involving the provision of aluminum, glass, or steel products, we understand and appreciate the State's emphasis on using domestic materials and will make every effort to do so under the DJS Contract.

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4. MEDICAL HEALTHCARE RFQ SPECIFICATIONS

4.1. Purpose and Scope (RFQ Specs §1)

Wexford Health understands and acknowledges the West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Juvenile Services ("DJS") to create a single-provider contract for the establishment and management of a health care delivery system for juveniles in legal custody of the DJS at specific facilities throughout the State.

As a longtime provider of correctional health services for West Virginia, Wexford Health is deeply familiar with the State's clinical, financial, and political protocols. We are well positioned to ensure compliance with the standards of the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA); DJS policies and procedures; and all applicable state and federal laws and guidelines.

We further acknowledge the Contract will become effective upon award and extend for a period of one (1) year, at which time the parties may mutually consent to renew the Contract. Wexford Health agrees any such renewals would be for the period of up to one (1) year each, with a maximum of three (3) one-year renewals.

4.2. Definitions (RFQ Specs §2)

Wexford Health has reviewed and understands the meanings assigned to the terms listed in §2 of the RFQ's specifications.

4.3. Qualifications (RFQ Specs §3)

Wexford Health meets and/or exceeds all of the RFQ's minimum qualifications.

4.3.1. State Licensure (RFQ Specs §3.1)

Wexford Health is fully licensed to do business in the State of West Virginia (UBI #UF000068690001) and holds contracts with government entities at both the state and county levels. As required by the RFQ, we have provided a copy of our Certificate of Authority to do business at the end of §1 Required Forms.

4.3.2. Experience in Detention Health Care (RFQ Specs §3.2)

As described below, Wexford Health has more than 22 years of experience in the juvenile detention health care field. We will be pleased to provide the DJS with copies of contracts upon request.

Over the course of our history, Wexford Health has delivered health care to multiple facilities that house juveniles, adolescents, and youths adjudicated as adults. We understand the unique needs of the juvenile population, providing them with appropriate attention and treatment. Our clinicians recognize that when emotional and mental disorders are caught during youth, an adolescent has a much greater chance of overcoming these developmental

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hurdles. Therefore, our medical and mental health staff members take special care in developing individualized treatment plans for each child or adolescent.

Our history of providing health services to juveniles is longstanding. Beginning in the early 1990s, Wexford Health provided health services for the State of Illinois Department of Juvenile Justice facilities until the State decided to separate youth and adult services in 2010.

Additionally, we operated specialized youthful offender facilities for the State of Florida, which houses between 250-300 offenders under the age of 17 at various state correctional institutions at any given time. From 2001 through 2005, the majority of those juveniles spent their time at the Indian River and Glades correctional institutions (since closed due to budget constraints), both of which had all health care services provided by Wexford Health.

We currently provide juvenile health care services for multiple correctional clients around the country, as listed below.

- Lake County (IL) Juvenile Detention Center
- Maryland Department of Public Safety & Correctional Services, Patuxent Institution Youth Program
- Mississippi Department of Corrections, Youthful Offender Unit (YOU) at Central Mississippi Correctional Facility
- West Virginia Division of Corrections, Anthony Correctional Center
- Yavapai County (AZ) Juvenile Court Center

4.3.3. Contract Terminations (RFQ Specs §3.3)

Wexford Health has had no medical contracts terminated within the last four years due to noncompliance or failure to fulfill the terms of the contract. As such, we have signed, notarized, and submitted the *Non-Termination of Medical Contract* form provided as **RFQ Attachment #3**.

4.4. Mandatory Requirements (RFQ Specs §4)

4.4.1. Mandatory Contract Service Requirements & Deliverables (RFQ Specs §4.1)

As described in the following narratives, all of the programs and services Wexford Health provides will meet or exceed the mandatory requirements outlined in the RFQ.

4.4.1.1. Location (RFQ Specs §4.1.1)

As a longtime provider of correctional health services for the State of West Virginia, Wexford Health is familiar with all of the DJS locations listed in the RFQ, i.e., the Central Office, one juvenile correctional facility (the Kenneth Honey Rubenstein Juvenile Center), and the following eight juvenile detention facilities.

- Lorrie Yeager Juvenile Center

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- Sam Perdue Juvenile Center
- J.R. "Tiger" Morton Juvenile Facility
- Donald R. Kuhn Juvenile Center
- J.M. "Chick" Buckbee Juvenile Center
- Gene Spadaro Juvenile Center
- Robert Shell Juvenile Center
- Vicki Douglas Juvenile Center

4.4.1.2. General Requirements (RFQ Specs §4.1.2)

4.4.1.2.1. Standards Compliance (RFQ Specs §4.1.2.1)

Wexford Health commits to providing all services in compliance with DJS policies and procedures; NCCHC, ACA, and (where applicable) Performance-based Standards (PbS) standards; and all applicable local, state, and federal laws and guidelines. Over the course of our two decades in correctional health care, we have not only gained great familiarity with these guidelines, but have successfully achieved—and currently maintain—accreditation and compliance across the country.

4.4.1.2.2. NCCHC Accreditation (RFQ Specs §4.1.2.2)

Wexford Health congratulates the DJS on attaining NCCHC accreditation for all of its juvenile centers. We commit to continuing this status throughout the length of the contract.

We accept responsibility for maintaining NCCHC accreditation at each DJS center and appreciate that the Agency will pay for yearly renewal costs.

As part of our accreditation protocol, we will provide each facility Superintendent/Director and the DJS Central Office Contract Monitor with copies of any and all correspondence between Wexford Health and the NCCHC, including surveys and questionnaires.

Wexford Health's IDEAL Program

One of Wexford Health's key initiatives to ensure the consistent, ongoing quality of our services is the company's IDEAL program: our Initiative to Develop Expertise at All Levels. President & CEO Dan Conn expects key personnel—including every member of our senior management team—to obtain designation as a Certified Correctional Health Professional (CCHP) from the National Commission on Correctional Health Care. This certification identifies our leaders as individuals who have demonstrated mastery of national standards and who possess the knowledge expected of managers in today's correctional health care environment.

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Many current Wexford Health facilities carry accreditation that attests to the standards and quality of our organization and the specific services we provide. We have an excellent record of helping to achieve success for our clients who have chosen to undergo review in support of accreditation or re-accreditation from the American Correctional Association (ACA). Many of our contracted correctional facilities carry ACA accreditation, including many sites where Wexford Health helped our clients achieve 100% compliance on the comprehensive health care services components of their audits.

We are equally strong in supporting our smaller group of clients who have decided to apply for accreditation from the National Commission on Correctional Health Care (NCCHC). 100% of our contracted sites carry NCCHC accreditation, in those states where our clients choose to pursue such certification. For a detailed list of ACA and NCCHC-accredited facilities where we provide health care services, please see the tables below.

Wexford Health Current NCCHC-Accredited Sites		
Facility	State	Last Audit Date
Robinson Correctional Center	IL	October 2014
Southwestern Illinois Correctional Center	IL	October 2014
Lake County Adult Detention Center*	IL	September 2014
Chesapeake Detention Facility	MD	April 2013
Martinsburg Correctional Center	WV	February 2014
Baltimore Central Booking Intake Center	MD	January 2013
Baltimore City Detention Center	MD	January 2013
Huttonsville Correctional Center	WV	December 2012
Pruntytown Correctional Center	WV	December 2012
Anthony Correctional Center	WV	November 2012
Denmar Correctional Center	WV	November 2012
Mount Olive Correctional Center	WV	November 2012
Lakin Correctional Center	WV	June 2012
St. Mary's Correctional Center	WV	June 2012
Westmoreland County Prison	PA	March 2012
Central Mississippi Correctional Facility	MS	February 2012
South Mississippi Correctional Institution	MS	January 2012
Baltimore City Detention Center – Opioid Treatment Program	MD	January 2012
Mississippi State Penitentiary	MS	December 2011

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Wexford Health Current NCCHC-Accredited Sites

Facility	State	Last Audit Date
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BOLD TYPE indicates a first-time accreditation

* Wexford Health re-attained accreditation for the jail after it was lost under previous health care vendor.

Wexford Health Current ACA-Accredited Sites

Facility	State	Last Audit Date
South Mississippi Correctional Institution	MS	May 2014
Greenwood Restitution Center	MS	April 2014
Dade Correctional Institution	FL	March 2014
Homestead Correctional Institution	FL	March 2014
Huttonsville Correctional Center	WV	March 2014
Okeechobee Correctional Institution	FL	March 2014
DeSoto Correctional Institution	FL	February 2014
Kemper-Neshoba County Correctional Facility	MS	February 2014
Stone County Correctional Facility	MS	February 2014
Martin Correctional Center	FL	October 2013
Mount Olive Correctional Center	WV	August 2013
Washington County Community Work Center	MS	June 2013
Lakin Correctional Center	WV	May 2013
Alcorn County Community Work Center	MS	March 2013
Denmar Correctional Center	WV	March 2013
South Florida Reception Center	FL	March 2013
Marion-Walthall County Correctional Facility	MS	January 2013
George-Greene County Correctional Facility	MS	January 2013
Everglades Correctional Institution	FL	January 2013
Harrison County Community Work Center	MS	October 2012
Jackson County Work Camp	MS	October 2012
Erie County Prison	PA	October 2012

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Wexford Health Current ACA-Accredited Sites		
Facility	State	Last Audit Date
Carroll-Montgomery County Regional	MS	October 2012
Martinsburg Correctional Center	WV	October 2012
Charlotte Correctional Institution	FL	October 2012
Anthony Correctional Center	WV	September 2012
Pruntytown Correctional Center	WV	August 2012
St. Mary's Correctional Center	WV	June 2012
Hardee Correctional Institution	FL	April 2012
Jefferson County Correctional Work Center	MS	April 2012
Wilkinson County Correctional Work Center	MS	April 2012
Quitman County Correctional Work Center	MS	March 2012
Bolivar County Correctional Work Center	MS	March 2012
Forrest County Community Work Center	MS	February 2012
Leake County Correctional Facility	MS	February 2012
Simpson County Community Work Center	MS	February 2012
Leflore County Community Work Center	MS	November 2011
Mississippi State Penitentiary	MS	November 2011
Yazoo County Community Work Center	MS	November 2011
Central Mississippi Correctional Facility	MS	October 2011
Madison County Community Work Center	MS	October 2011
George County Community Work Center	MS	January 2011
Pike County Community Work Center	MS	October 2009
Noxubee County Community Work Center	MS	August 2009
Jefferson/Franklin County Correctional Facility	MS	January 2009
Holmes-Humphries County Correctional Facility	MS	August 2008
Issaquena County Correctional Facility	MS	February 2008

BOLD TYPE indicates a first-time accreditation

Wexford Health has significant knowledge of both ACA and NCCHC auditing processes and can provide invaluable guidance in preparing for accreditation or re-accreditation. In addition, we have developed an *Accreditation Process Manual* that

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supports the efforts of our contracted facilities that choose to seek accreditation through either the ACA or NCCHC. This manual provides guidelines, checklists, and timelines to accompany the re/accreditation process. Although the goal of the *Accreditation Process Manual* is for a facility to become successfully re/accredited, going through the process is in itself a useful tool for identifying opportunities for improvement as well as operational deficiencies. If these operational deficiencies were left unchecked, they would impede the successful delivery of health care services to the resident population.

Our fundamental approach to obtaining or maintaining any accreditation consists of quality improvement through both corporate and regional oversight.

- **Corporate Support for Accreditation:** Wexford Health's Corporate Medical Directors and Medical Advisory Committee monitor the performance of physicians and other clinical providers. Our team is able to use chart reviews, case reviews, and informal personnel evaluations to assess the level of care our site-level clinicians are providing to the resident population. Prior to an audit, Wexford Health corrects any noted deficiencies or deviations from accepted standards through education, counseling, or other similar action.
- **Regional Support for Accreditation:** Our regional management staff periodically conducts site visits of our contracted correctional facilities to inspect, monitor, and audit our medical programs and to ensure that we are completing the activities required for accreditation. Regional managers also conduct spot checks using Wexford Health's Accreditation Audit Tools; review medical records; monitor sick call activities; inspect files and record-keeping requirements; and perform any other activities required by ACA, NCCHC, or other applicable standards.

4.4.1.2.3. Comprehensive Health Care (RFQ Specs §4.1.2.3)

As discussed throughout this document, Wexford Health understands and acknowledges "comprehensive health care" includes, but is not limited to, the provision of onsite and offsite general medical, dental, and/or diagnostic ancillary services.

4.4.1.2.4. Recordkeeping (RFQ Specs §4.1.2.4)

We commit to providing the DJS with all records necessary for timekeeping, billing, and auditing purposes. Wexford Health has state-of-the-art systems in place to provide such documentation, as described in more detail in §4.4.1.5.25.8.4.

4.4.1.2.5. Standards Compliance (RFQ Specs §4.1.2.5)

At DJS request, Wexford Health will be pleased to provide documentation regarding the licensing and/or qualifications of our medical staff. We carefully screen and credential all clinicians prior to allowing them to provide services at our contracted facilities, as described in §4.4.1.3.2 and §4.4.1.3.2.5.

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4.4.1.3. Personnel Selection & Retention Requirements (RFQ Specs §4.1.3)

In the following section, we describe Wexford Health's programs for identifying, recruiting, hiring, training, and retaining qualified employees. In all cases, we will comply with the RFQ staffing specifications (listed below) and all other DJS requirements for onsite personnel.

For our contract with the West Virginia Division of Corrections, Wexford Health currently maintains a 95% to 97% staffing fill rate across all positions, at all DOC facilities.

1. Wexford Health understands and acknowledges that to be eligible for employment within a DJS facility our employees must meet all of the following requirements.
 - Pass a DJS background investigation equivalent to the investigations conducted for all DJS applicants
 - Pass an initial drug test administered by Wexford Health and witnessed by a DJS liaison
 - Possess an unrestricted license; have no reprimands recorded against the license; and have never been convicted of a felony in accordance with any state or federal law
2. We understand and acknowledge DJS reserves the right to require additional FTEs based on medical need.
3. We commit to providing adequate qualified medical care professionals for the provision of the contracted health care services, in compliance with NCCHC/ACA standards and within the minimum designated onsite FTE staffing requirements.
4. We commit to maintaining the prescribed staffing plan for the delivery of RFQ-required services; and agree to cover periods of absences necessitated by vacations, holidays, and sick leave.
5. We understand and acknowledge DJS reserves the right to reassign FTEs based on need and site mission; and to deny facility access to any Wexford Health staff member (with good cause).
6. Wexford Health will ensure all of our qualified health care professionals participate in annual continuing education at a level sufficient to meet their respective licensing requirements. We acknowledge DJS will not be responsible or liable for scheduling and/or paying for required training.
7. We will ensure all required registrations, licenses, and credentials associated with our DJS operation are active and in good standing, including but not limited to medical, dental, physician assistant (PA), nurse practitioner (NP), nursing, optometry, radiology, and other licenses; DBA registration; and registration with appropriate State Boards. In addition, we agree to provide each Facility Superintendent/Director with current resumes and statutory-required licenses for all applicable employed and contracted health care employees.
8. We accept responsibility for arranging medical specialty treatment for residents, as necessary.

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9. Wexford Health will require all newly hired employees to attend up to 20 hours of specific training, in areas specified by the DJS Training Department, within 60 days of their start dates.
10. In addition, we will require all employees to attend up to 20 hours of annual in-service training in areas specified by the DJS.
11. All Wexford Health staff will sign in to the DJS facility upon arriving; and sign out of the DJS facility when leaving; at the designated DJS-provided station/location.
12. For billing purposes, all Wexford Health staff (physicians, PAs, NPs, RNs, LPNs, and support staff) will clock in and out using the prescribed DJS timekeeping system.
13. We understand and acknowledge DJS 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 testing, has violated DJS rules and/or regulations, or poses a risk or unacceptable threat to the security of the institution. We appreciate that DJS will provide written documentation to substantiate its demand for immediate removal of any Wexford Health employees or subcontractors. We agree such employees will not be permitted back into the facility until Wexford Health and the Agency have resolved the DJS request.

4.4.1.3.1. Wexford Health Recruitment Programs and Resources

Interviewing an inappropriate candidate or making the wrong hiring decision can waste precious time and be very costly. To minimize these occurrences, Wexford Health first sources, screens, interviews, and assesses applicants. We then identify and recommend the most qualified candidates to our clients. This process reduces hiring errors, while saving time and resources for the site management team. As a team, our staffing consultants and the DJS will identify the qualifications and experience necessary to meet the staffing requirements for each facility. Our staffing consultants will then identify, interview, assess, and facilitate the hiring of Wexford Health and DJS-approved candidates.

As described in more detail below, we maintain an internal **CIA** (Candidate Information & Application) database that contains every resume, curriculum vitae, or application we receive from professional candidates across the country. When a site has a vacancy, we contact those CIA candidates who possess the requisite qualifications for the position. Additionally, as the long-time statewide health care provider for the West Virginia DOC, Wexford Health already has recruitment partnerships in place with major colleges and universities throughout the state, including the Placement Departments and Residency Directors at West Virginia's two medical schools (see below).

On an ongoing basis, we follow the basic steps outlined below to fill identified vacancies and maintain a robust candidate pool, at all times placing a keen emphasis on diversity and ensuring equal opportunity employment.

- **Recruit interested internal candidates with proper qualifications and credentials.** This option saves external recruitment costs, along with fostering increased job satisfaction, higher morale, and continuity of services—without the downtime required for orienting/training new staff.
- **Recruit from the local community and surrounding area.** Wexford Health will advertise open DJS positions through media including local newspapers, clinical

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and corrections industry magazines, radio stations, and the Internet. This type of recruitment often produces candidates who are familiar with the correctional facility through local health care organizations, staffing agencies, or community hospitals that are involved in institutional health care, making local advertising a cost-effective technique.

- **Recruit candidates from local private practice** by cold calling the candidate and by providing notification via targeted mailings of career opportunities specific to licensure and location (site proximity).
- **Recruit qualified national candidates from outside the area** by maintaining a presence at job fairs, conferences, and conventions sponsored by professional correctional and health care organizations; and by advertising in national professional journals and trade magazines such as *Corrections Today*, *CorrectCare*, the *Journal of Correctional Health Care*, *CorrDocs*, *Nursing Spectrum*, and other similar career-specific publications.

Sample List of Wexford Health's Academic Recruitment Partners

- Academy of Careers and Technical School of Practical Nursing, Beckley
- Alderson-Broadus University, Philippi
- Fayette Institute of Technology, Oak Hill
- Garnet Career Center School of Practical Nursing, Charleston
- Greenbrier County School of Practical Nursing, Lewisburg
- James Rumsey Technical Institute School of Practical Nursing, Martinsburg
- John D. Rockefeller, IV Career Center School of Practical Nursing, New Cumberland
- McDowell County Career and Technical Center School of Practical Nursing, Welch
- Marshall University, Huntington
- Monongalia County Vocational Technical Center School of Practical Nursing, Morgantown
- Randolph County Vocational Center School of Practical Nursing, Elkins
- Salem International University, Salem
- Shepherd University, Shepherdstown
- University of Charleston, Charleston
- West Liberty University, West Liberty
- West Virginia School of Osteopathic Medicine, Lewisburg
- West Virginia University, Morgantown
- West Virginia Wesleyan College, Buckhannon
- Wheeling Jesuit University, Wheeling

To optimize our use of potential advertising channels, Wexford Health's staffing consultants confer with the site's hiring managers on the best and most appropriate media for the specific area. We also partner with NAS Recruitment Communications, one of the nation's largest independent firms focusing on recruitment advertising and communications. With its global, national, and local market expertise, NAS provides Wexford Health with a distinct competitive advantage, including process maps designed to deliver customized talent management solutions and maximize recruitment strategy return on investment. The goal is to obtain the most effective exposure for the vacancy while using the least expensive media and increasing qualified applicant interest.

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Print and Internet advertising have proven to be some of our most successful recruitment media. We regularly run ads in newspapers across the State of West Virginia targeting major population areas including Charleston, Morgantown, and Wheeling. We also utilize local business papers and college newspapers.

Another key Wexford Health method of recruitment is use of the Internet. We are very successful in recruiting qualified professionals through on-line recruitment resources, using a variety of industry and career-specific websites that enable candidates nationwide to view employment opportunities and submit their resumes. We require all of our Staffing Consultants to take AIRS (Advanced Internet Recruitment Strategies) classes and pass the associated exams to become certified in using electronic media as recruitment tools.

We also utilize technology and social media in our recruitment programs, as described in more detail below. And, as in any specialized area, networking is a key cost-effective, extremely successful method for recruiting qualified professionals. As a result of their years of experience, our recruitment team has established a highly developed and reliable network that is used to locate select individuals on a national basis for placement in specific positions.

As a contingency plan, Wexford Health also maintains relationships with recruitment firms, staffing agencies, and locum tenens services so that we are able to provide desired staffing in the case of an extraordinary situation that goes beyond the scope of our excellent internal resources.

4.4.1.3.1.1 Use of Technology and Social Media in Recruitment

Given the widespread use of technology in today's culture, Wexford Health has integrated faxing, email, and social media into our recruitment strategies. We purchase lists from data management companies of names, addresses, fax numbers, and email addresses of potential candidates. We tailor the scope of these lists to the specific position we are trying to fill, e.g., all RNs within thirty miles of the facility with an opening, or all Internal Medicine physicians in a certain zip code. Once we have this tightly focused contact information, we use it in a number of ways to support our comprehensive recruitment program.

- **LinkedIn:** LinkedIn is a business-related social networking site, used primarily for professional networking. Each of our staffing consultants and staffing coordinators has a LinkedIn account, where we post the latest job openings and industry-related information. LinkedIn allows us to stay connected with former co-workers and employees, as well as with peers in our professional networks, to see what's new on the horizon within our industry and to share recruiting ideas and resources. LinkedIn also allows us to tap into parallel organizations, to see what new strategies are working for them.
- **Email:** In addition to phone and fax communications, we also use email as a channel to distribute our recruiting materials. On a regular basis, we send brief electronic "ads" to clinicians within a targeted specialty or location, promoting the field of corrections and giving them our contact information in case the benefits of a defined work week and a robust compensation package appeal to them.

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- **Voice mail blasts:** Using the lists we have purchased, we collaborate with our advertising agency to draft and record a short voice message that informs the recipient of openings we have available within his or her specialty and geographic area. The message also talks about the benefits of working in corrections, and invites the recipient to return our call in order to speak with a Wexford Health recruitment team member.
- **Fax blasts:** Primarily used to recruit providers, we design a one-page letter that points out the benefits of a career in correctional health care, then use specialized software to fax the letter to hundreds of physicians' offices in our targeted category at the same time. The letter invites the physicians to call Wexford Health to complete a brief telephone survey, for which we reimburse the physician \$100. During the phone survey, our recruiting staff further describes the many social and financial benefits of a career in corrections.
- **AIRS (Advanced Internet Recruitment Strategy) certification:** AIRS is a leader in recruitment training, offering six industry-recognized certifications and more than 35 recruiter courses conducted locally and/or online. All Wexford Health staffing consultants are AIRS certified, making our Recruitment Team the most proficient in the corrections industry at using advanced online search tools and strategies to find passive candidates on the Internet. With their AIRS training, our recruiters use alternative websites and search tools to find candidates that are not openly looking for new job opportunities. AIRS also allows us to tap into industry-specific organizations and member associations.

Wexford Health also staffs two recruiters who have obtained official recognition as Certified Physician Recruiters through the National Association of Personnel Services. In order to obtain such certification, these individuals had to demonstrate their knowledge of hiring laws; physician training and certification; licensing; the ethics and standards of physician recruiting; and emerging trends affecting the physician marketplace. Certified Physician Recruiters status enables these recruiters to focus more specifically on the types of physicians, organizations, and specializations that will benefit Wexford Health's—and our clients'—staffing needs.

4.4.1.3.1.2 Other Innovative Recruitment Methods

Wexford Health is constantly developing innovative and community-specific methods to increase our pool of potential candidates for our clients. At several of our facilities, for example, we regularly conduct open houses, encouraging potential candidates to bring a spouse or guest with them. Wexford Health staff members answer questions and take prospective employees on tours of the health care unit. Most candidates—and their families—attain a comfort level about making the decision to work in correctional health care after attending an open house.

These techniques have been very successful in recruiting new staff throughout the country, including very rural locations. We describe below some of our less traditional recruiting measures, readily adaptable to the DJS contract.

- **Correctional residency programs:** Wexford Health partners with schools like Nova University in Florida to support correctional residency programs. These programs allow medical students to participate in a two-year intensive

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rotation inside actual correctional facilities, to obtain first-hand experience in the unique correctional market. Correctional residency programs allow newly graduated providers to see the career benefits of working with offenders; and help them shed any preconceptions they may have about the often-misunderstood field.

- **Upselling at local nursing schools:** Current LPNs who are enrolled in RN programs often want to work on a part-time or as-needed basis. Additionally, these nurses are often interested in full-time positions after graduation, and have the advantages of correctional health care experience and existing professional relationships within the facility.
- **Inter-facility staffing:** With client approval, we pay shift bonuses, time-and-a-half, and travel incentives to employees from other nearby Wexford Health facilities who volunteer to work in their free time at the location in need of shift coverage.
- **Preferred provider networks:** We regularly contact the hundreds of physicians who participate in Wexford Health's provider networks to obtain candidate leads, referrals, and recommendations.
- **Cash for Co-Workers incentive program:** Current staff members receive cash bonuses for referring candidates who successfully complete the interview process and become Wexford Health employees.
- **Recruiting during recruiting:** During the interview process, we ask prospective employees (and the references they provide) about their colleagues, to identify additional candidates who may be interested in pursuing opportunities with us.
- **Corporate Citizenship Program:** Wexford Health spreads the word about careers in correctional health care by having employees participate in health care-related community events such as those sponsored by the American Heart Association, American Diabetes Association, Susan G. Komen Breast Cancer Foundation, and others.

4.4.1.3.1.3 Strategic Recruitment of Physicians

To address the United States' current physician shortage—as well as the acknowledged difficulties encountered when attempting to entice physicians to work in a correctional environment—Wexford Health has designed bold, aggressive programs specifically for the recruitment and retention of qualified providers.

We maintain a **Special OPS** (Optimal Provider Staffing) unit within our Human Resources Department that focuses solely on the recruitment and retention of qualified physicians and mid-level practitioners. The five-person Special OPS team, led by Wexford Health's Manager of Specialty Recruitment, consists of staffing personnel who are specifically trained and/or certified in identifying, attracting, recruiting, hiring, and retaining both general practitioners and specialty clinicians. Our Special OPS unit is responsible for creating and implementing the aggressive provider recruitment techniques that have worked successfully for us with many other correctional clients.

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Wexford Health also has programming in place to ensure that once hired, our practitioners remain with us. These include retention bonuses, flexible work schedules, the provision of additional time off for professional education and participation in external medical associations, and a "Medical Director Transition Plan" initiative we developed to ensure a smooth transition for new site-level Medical Directors.

4.4.1.3.1.4 Strategic Recruitment of Nurses

Wexford Health understands the challenges faced by correctional institutions when recruiting facility staff. While we initially developed the following recruitment programs for nurses, we have since expanded them and created and customized versions for physicians and mid-level practitioners as well.

In locations that are remote or facing nursing shortages, Wexford Health utilizes a number of creative hiring strategies including but not limited to student loan repayment stipends and benefit opt-out options. Each of our strategies offers something different to potential candidates, depending on their individual situation. Through these unique programs, we will be well able to supply the appropriate number and quality of candidates for the DJS contract.

4.4.1.3.1.4.1. Careers in Corrections

Utilizing the resources readily available in the surrounding community, Wexford Health has created an informative presentation for nursing school students titled "Careers in Corrections." During this hour-long seminar, the Director of Nursing from a nearby correctional facility visits a nursing school and speaks with students who are nearing the completion of their studies and earning a nursing degree. This presentation includes a break period to allow the nursing students to compile questions that will later be answered during a question and answer session, as well as a catered lunch that marks the end of the formal presentation. During this lunch period, the Director of Nursing is available to answer further questions in an informal setting. We also distribute flyers that describe our current job openings, and information on our Shadow-A-Nurse program.

4.4.1.3.1.4.2. Shadow-A-Nurse Program

Wexford Health offers our Shadow-A-Nurse program to nursing schools in the areas surrounding our contracted facilities. Our corporate Human Resources Department contacts these schools and coordinates the implementation of the program. This unique experience allows newly graduated students, or students within 6 months of graduation, the opportunity to accompany a nurse at a nearby correctional facility for a full shift. The nurses to be shadowed must show great enthusiasm about working in a correctional environment. Wexford Health's HSAs hand-select these participants according to stringent guidelines. As respect and quality of care are always our first priority for our patients, the attendees must sign a confidentiality agreement and remain completely "hands-off" for the entirety of the program.

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In order to capture the interest of nursing students, Wexford Health offers a \$100 incentive for completing the Shadow-A-Nurse program. This allows students to focus their complete attention on the program instead of other obligations, such as missing a paid workday. Students are compensated upon completion of the program, after which time a recruiter contacts them for a follow-up discussion. The recruiter is then able to highlight further benefits of working for Wexford Health in a correctional institution.

4.4.1.3.1.4.3. Nurse Retention through Education

As a part of our continuing efforts to enhance the professional development of our employees, Wexford Health provides all of our nurse managers with unlimited access to online continuing education programs approved by the American Nurses Credentialing Center (ANCC).

We understand that in many states, nurses must meet specific continuing education (CE) requirements in order to maintain their licensure. By providing online access to ANCC-approved continuing education programs, we assist and support our Nurse Managers in maintaining quality patient care through education. We also expect our Nurse Managers to use the online programs in planning and implementing the educational calendars at their sites. This is another way in which Wexford Health engages and empowers our employees while supporting their professional development.

In addition, Wexford Health maintains a full-time Nurse Educator, Ms. Linda Campbell, RN, MSN. This position focuses on developing, presenting, and monitoring training programs for Wexford Health's complement of correctional nurses. Ms. Campbell has thirty years of health care experience, as a floor nurse, a quality improvement specialist, and as a clinical instructor at several of western Pennsylvania's premier nursing schools and other institutions of higher learning. Her practical field experience, academic knowledge, and ability to motivate students to learn combine to create a powerful tool for developing nursing staff. In her role as the company's Nurse Educator, Ms. Campbell travels nationwide to ensure that our site-level nurses are qualified, informed, and kept up-to-date on industry, client, and Wexford Health clinical protocols.

4.4.1.3.2. Wexford Health Application/Hiring Programs and Resources

Wexford Health will provide only qualified, verifiable West Virginia-licensed or -certified health care professionals, as well as other appropriately qualified and specialized support staff, to deliver our health care program for the DJS. Our physicians, physician extenders, nursing, and support staff will be in good standing with all appropriate, pertinent agencies and organizations and meet all applicable licensure/registration/ certification requirements. We will notify the Agency immediately of any lapse or expiration of licensure for any health staff member.

In support of the above statement, Wexford Health will provide the DJS with written documentation of each employee's credentials, including a complete work history and documentation of license, degree, and clinical skills. In conjunction with the hiring of a licensed health care provider, we also verify in writing from all applicable

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licensing or regulatory boards (including the state Board of Medicine, Board of Pharmacy, etc.) the current licensure status of that provider.

4.4.1.3.2.1 Interview Process

Wexford Health interviews each candidate with special focus on technical expertise, emotional stability, overall job fit, and motivation. We only consider for employment qualified candidates with the necessary training and background required by correctional health care. At a minimum, candidates are subject to the following.

- Completion of a detailed employment application
- Wexford Health-required criminal background check for candidates for Medical Director positions
- Verification of licenses, certifications, and references
- Employment eligibility check through E-Verify, a federal program that allows employers to quickly check the legal status of potential employees
- Prior employment verification including, at a minimum: dates employed, job position/title, reason for separation, and rehire eligibility. When possible, we obtain information regarding the applicant's capabilities, effectiveness, cooperation, and overall job performance
- Review to ensure the candidate is not on the US Office of the Inspector General (OIG) exclusion list, a collection of individuals and businesses who are excluded from participating in Medicare, Medicaid, and other federally-funded health care programs

4.4.1.3.2.2 Equal Opportunity Employment

Wexford Health has built a strong and valuable reputation in the industry by striving to create and sustain an environment that maintains diversity and ensures equal opportunity in employment. We consistently maintain an "open-door" policy that allows employees to speak freely with our management team regarding questions, problems, or concerns—thus not only acknowledging the importance of open and honest dialogue but also promoting good working relationships.

We are proactively committed to creating and maintaining a drug-free climate, free from discrimination in employment. Wexford Health makes all employment decisions without regard to any of the following criteria.

- Race
- Color
- Religion
- Gender
- National origin
- Citizenship

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- Age
- Mental or physical disability
- Veteran status
- Any other status or condition protected by law

We apply our equal opportunity policies to all employment practices, including but not limited to the areas of advertising and recruitment; pre-employment inquiries; job assignments; promotions and demotions; transfers and terminations; training programs; and compensation and benefits.

Wexford Health is also committed to full compliance with the Americans with Disabilities Act (ADA) for qualified persons with disabilities, performing all of the following actions.

- Ensuring we make reasonable accommodations for disabled employees in order to enable them to perform the essential functions of their jobs
- Making certain we do not engage in any practices that would limit, segregate, or classify applicants or employees in any way that would adversely affect their opportunities or status because of a disability
- Providing job descriptions outlining the functions of all positions within Wexford Health
- Maintaining ADA-compliant applications, policies, and handbooks

We recognize the importance of maintaining diversity not only in Wexford Health's corporate office, but also at all of our contracted sites. We reaffirm our commitment to further the employment and advancement of qualified minority group members, women, veterans, and the disabled, and promise to continue our good faith efforts to treat these groups without discrimination.

Wexford Health does our utmost to make equal opportunities available to all of our workers and to recognize the strengths of individual differences. We endeavor to create and support an inclusive workplace that not only meets government-legislated requirements, but also respects and values the contributions of our employees and their individual differences. Such a diverse workplace enables us to have a rich, multifaceted culture—providing the variety of viewpoints and multicultural capabilities that our clients expect.

We will continue to be progressive and flexible, focusing on attracting, developing, and retaining people of diverse backgrounds. To help bridge language gaps among Wexford Health employees as well as those involving residents, we are devoted to finding bilingual employees, as well as employees that are fluent in Sign Language Linguistics. We currently make use of translation services to interpret and communicate with individuals who are not fluent in English.

Wexford Health complies with the following practices, all as amended.

- The Civil Rights Act of 1964
- The Civil Rights Act of 1991

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- The Age Discrimination in Employment Act
- The Americans with Disabilities Act
- Section 1981 of the Civil Rights Act of 1966
- The Family and Medical Leave Act
- The Older Workers Benefit Protection Act
- The Employee Retirement Income Security Act of 1973
- All applicable Wage Payment and Collection Laws
- All applicable Human Relations Acts
- The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin; and the implementing rules and regulations prescribed by the Secretary of Labor
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and requirements imposed by the applicable H.E.W. regulations (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto

4.4.1.3.2.3 Federal e-Verify Program

In addition to the in-depth application and interview processes outlined earlier, Wexford Health requires all employees to meet and comply with the terms of the US Department of Homeland Security, US Citizenship and Immigration Services' E-Verify program. E-Verify is an Internet-based system that confirms an individual's employment eligibility by comparing information from the applicant's Form I-9 (Employment Eligibility Verification) to data from Homeland Security and Social Security Administration records.

If the information matches, that employee is eligible to work in the United States. If there is a mismatch, E-Verify alerts us, and the employee is allowed to work while he or she resolves the problem. This ensures that Wexford Health follows the law and employs a legal workforce for our contracted health care programs.

4.4.1.3.2.4 OIG Exclusion Program

Another protocol that Wexford Health utilizes to ensure the hiring of appropriate employees is the United States Office of the Inspector General (OIG) Exclusion Program. This program helps to protect the health and welfare of the nation's elderly and poor by maintaining a list of those individuals and businesses who are excluded from participating in Medicare, Medicaid, and other federally-funded health care programs because of a conviction for program-related fraud or patient abuse, a licensing board action, or default on a Health Education Assistance Loan.

As an institutional health care provider that receives revenue from government contracts—state, local, and municipal—Wexford Health believes that our duty is to refuse to employ any individual who has taken unfair advantage of Medicare, Medicaid, or any other federally funded health care program. To ensure that we

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do not accidentally do so, we have instituted an OIG Exclusion Program through which our Human Resources department — as part of our initial hiring process, and annually thereafter — compares the OIG List of Excluded Individuals/Entities (LEIE) with our candidate and employee lists. If Wexford Health locates the name of a candidate or employee in the OIG's exclusion database, we verify with the individual's Social Security Number (SSN) that the match is unique and that an exclusion is currently in effect. Inclusion on the LEIE immediately removes a candidate from consideration for employment with Wexford Health, and may result in termination for current employees.

4.4.1.3.2.5 Licensure and Credentialing

In order to ensure quality care, as well as to fulfill federal and regulatory obligations, Wexford Health utilizes an extensive credentialing process that complies with the requirements of both the NCCHC and the Joint Commission. Our Credentialing and Human Resources departments will gather data; verify education and licensing; and obtain written or verbal references for appropriate categories of personnel as necessary to fulfill Wexford Health's obligations under the DJS contract.

To facilitate the process, Wexford Health uses PRIVplus™, an industry-standard software package that tracks all aspects of the credentialing and re-credentialing processes. We also require that all applicable professional clinical staff undergo biannual re-credentialing, in accordance with industry and Joint Commission recommendations and guidelines. We have summarized our standard credentialing process below.

For **onsite** employees and independent contractors, Wexford Health's Human Resources and Contracting departments identify appropriate clinical professionals and offer them the opportunity to apply for privileges. Applicants must then submit the following documentation.

- Completed Wexford Health application
- Résumé and/or curriculum vitae
- State license or other professional credentials
- Proof of professional liability insurance
- DEA registration, if applicable
- Privilege delineation form
- CPR card, as required, or ACLS certification, where indicated
- Professional diploma, internship and residency training certificates
- Board certification, if applicable
- CME documentation for one year (unless already required by State Licensing Board for license renewal)
- ECFMG certification, if applicable
- Supervising physician paperwork, for nurse practitioners and physician assistants

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Our Credentialing Department then performs a series of checks, including the ones listed below.

- Verification, through first-hand Internet research, of the applicant's professional licenses
- Reference checks (by Human Resources Department)
- Confirmation of the applicant's education history through American Medical Association website or written verification from the appropriate educational institutions
- Confirmation of board certification with the American Medical Association website
- Verification of the applicant's past clinical and risk management history with the National Practitioner Data Bank (NPDB) pursuant to the Health Care Quality Improvement Act of 1986
- Information & competency letter from primary hospital, if applicable

For **offsite** independent contractors, our Credentialing Department verifies competency, conducts reference checks, and requires applicants to submit the following documents.

- Résumé
- License or other professional credentials
- Proof of professional liability insurance
- DEA registration, if applicable
- CME documentation for one year (unless already required by State Licensing Board for license renewal).

Our credentialing process enables us to obtain full and complete disclosure of any and all restrictions, probations, sanctions, and impairments relating to the candidate, including ones that are not necessarily limited to the individual's current licensure.

4.4.1.3.2.6 Job Descriptions

At each of our contracted sites, Wexford Health maintains detailed, client-approved, written job descriptions that describe specific tasks for each assignment or position at the facility. As part of our initial training process, we perform the following tasks.

- Distribute the appropriate written job description to each employee
- Ensure the employee's familiarity with, and understanding of, Wexford Health's (and the client's) performance expectations
- Obtain the employee's signature (and that of his or her supervisor) on the appropriate form
- Retain the document in the employee's onsite personnel file

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This ensures Wexford Health has oriented the employee to the expectations of the position, defined specific job responsibilities, and better enabled the employee to perform his or her job function.

We also use these job descriptions as the basis for our annual evaluations of health care staff, monitoring their performance to ensure our staff continue to meet the criteria in the job descriptions and in the client contract. We retain these job descriptions, as well as annual evaluation records, in each employee's onsite personnel file in the health care unit of the institution. The personnel files also contain copies of current licenses, proof of any applicable professional certification, and an application. Upon request, Wexford Health will make any necessary and applicable personnel files available onsite for inspection by appropriate DJS staff as soon as reasonably possible.

4.4.1.3.3. Wexford Health Retention Programs and Resources

In addition to recruitment, the retention of good, qualified employees is a serious concern in West Virginia as it is in many other areas of the country. Wexford Health would be foolish to expend time, money, and resources recruiting personnel only to have them leave after a brief period. Our philosophy is that a quality recruitment program is futile without a corresponding retention plan of equal depth and quality.

At Wexford Health, we believe that our employees are truly our most valuable assets. We use a variety of methods (e.g., team meetings, employee surveys, suggestion boxes, etc.) to obtain feedback from staff members regarding issues, concerns, improvement opportunities, benefits, satisfaction, suggestions, etc. These vehicles enable us to not only collect employee feedback, but to assess the feedback's value and use it to effect change.

Wexford Health continues to develop and conduct training sessions that emphasize positive employee relations and our belief in an "open-door" communication policy. By applying this management philosophy and through the use of various tools, programs, and initiatives described in more detail below, we strive to build a nurturing, team-oriented corporate culture that produces attractive work environments in the field.

In addition, we promote educational opportunities for our employees through participation in local community programs, and encourage employee membership in professional organizations, both correctional and health care-related.

Wexford Health also administers programs that provide more tangible rewards to employees that remain with the company and promote our mission and values, including retention bonuses (where allowed by the contract) for key positions where we have identified turnover issues; and a Safety Incentive Program to encourage all employees to play an active role in reducing the number and severity of work-related injuries. All of these programs enable Wexford Health to stabilize and solidify onsite staff and develop our site-level teams.

4.4.1.3.3.1 Wexford Health Compensation Packages

To determine salary rates to include in a correctional health care contract, Wexford Health applies a detailed research and benchmarking process. We

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conduct extensive market research, basing our final proposed rates on data from multiple sources, including but not limited to the information provided in the solicitation materials; the US Department of Labor's Bureau of Labor Statistics; and third-party salary survey services. We regularly revisit these rates to ensure their ongoing appropriateness. In the rare case we notice a facility with a trend of turnover or vacancies, we perform more in-depth research to identify the changes in market conditions that are causing the situation; then adjust accordingly to remedy the issue.

Wexford Health offers employee benefit packages through some of the largest and most geographically comprehensive health care networks and insurers in the United States.

- **Blue Cross Blue Shield:** Delivering local solutions that improve access to affordable, quality health care, the Blue Cross and Blue Shield companies provide health insurance coverage for 100 million members across all 50 states, the District of Columbia, and Puerto Rico.
- **United Concordia:** One of the largest dental insurers in the US, United Concordia maximizes benefits and lowers dental care costs for more than 6 million members nationwide.
- **Vision Benefits of America (VBA):** VBA was one of the first PPOs to focus exclusively on managed vision care benefits. One of the nation's premier eye care networks, the company currently provides managed vision care benefits for more than 1.5 million covered members.
- **Lincoln Financial Group:** A Fortune 500 company, life insurance is one of this company's core strengths. Wexford Health offers employees company-paid life insurance, Accidental Death and Dismemberment (AD&D), and short-term disability coverage through Lincoln Financial.

We are particularly proud of the fact that for five of the past seven years, we have held the cost of these benefits steady for our employees, making affordable, quality health insurance available to them and their families.

Wexford Health's competitive salary and benefit packages are essential to our retention plan. By offering the following attractive components, we are confident that we can retain qualified employees for the DJS contract.

- Paid time-off combining vacation and sick leave into a flexible "pool" of time
- Paid holidays
- Comprehensive health insurance
- Dental insurance and vision insurance
- Company-paid life insurance
- 401(k) retirement savings plan
- Company-paid short-term disability
- Long-term disability
- Optional supplemental life insurance

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- Voluntary supplemental short term disability
- Voluntary accident insurance
- Voluntary cancer insurance
- Voluntary critical insurance
- Dependent care spending account
- Health care spending account (FSA)
- US savings bonds
- Direct deposit

Wexford Health has paid time off policies that afford our employees a great deal of flexibility in the use of their leave time, enabling them to better balance their work/life issues. We also continually monitor the markets where we do business to ensure that our total compensation packages are competitive.

4.4.1.3.3.2 Work/Life Balance Initiatives

Understanding that working in the correctional environment can be stressful, Wexford Health appreciates the importance of maintaining balance between an employee's job and home life. We have instituted a variety of initiatives to ensure that our team maintains this important balance and to minimize job burn-out.

As permitted by client administration at each facility, we allow site-specific alternate work schedules (e.g., four 10-hour shifts rather than five 8-hour ones, etc.) based on the requirements of each facility. We require that the flex-schedule have no negative impact on site operations; and be approved in advance by both Wexford Health and facility administration. On a similar note, we also permit employees to trade mutually agreeable shifts, with prior approval from the employees' direct supervisor.

Wexford Health encourages employees to participate in career-related activities outside of the prison environment. Staff members can apply for the company to sponsor (pay for) their membership in applicable, legitimate professional organizations such as medical, dental, psychiatric, nursing, correctional, and other groups.

And, as described above, our paid time off (PTO) program offers employees a great deal of flexibility in the use of their leave time, enabling them to better balance their work/life issues. Starting in the fourth quarter of each calendar year, we send reminders to any employees who have PTO left that will be lost at the end of the year, so they can make plans to use the days for leisure purposes.

4.4.1.3.3.3 Employee Assistance Programs

Wexford Health recognizes that employees working in correctional or detention institutions function in a unique and sometimes stressful environment. Our Employee Assistance Program (EAP) provides counseling services and other resources to those employees seeking relief or assistance from job-related

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stresses. Wexford Health's EAP also provides services to assist employees in dealing with problems originating outside of the workplace.

The EAP is an employer-paid, round-the-clock service that helps employees and their families balance the demands of work, life, and personal issues. Wexford Health's EAP offers support and resources for concerns including the following.

- Stress
- Family/Parenting issues
- Anxiety/Depression
- Anger management
- Alcohol/Substance abuse problems
- Martial/Relationship issues

Trained professionals are available on a 24 hour, 7 day a week basis, either by phone or online, to confidentially assess employees' needs and provide them with referrals to local resources upon request.

In addition to the EAP, Wexford Health publishes a monthly Wexford Wellness newsletter to encourage employees to make healthy lifestyle choices. The newsletter includes articles on the latest trends in exercise and nutrition; healthy recipes; puzzles to stimulate brain health; first aid tips; and other information to support the health and wellbeing of our workforce.

4.4.1.3.3.4 Employee Satisfaction Survey

On a biannual basis, Wexford Health creates and distributes an Employee Satisfaction Survey to all of our contracted sites and our corporate/regional offices. Employees respond anonymously (unless they wish to identify themselves) by completing the questionnaire, adding free-form comments, and dropping sealed envelopes off in designated collection areas at each site. The survey covers topics including but not limited to career paths, management styles, respect for leadership, and employee development.

Once we collect the survey responses, Wexford Health's Human Resources team compiles the feedback from each location; analyzes employees' opinions about the topics in the questionnaire; and creates a report that identifies any trends or significant, consistent data that would indicate an area we need to address.

The report is provided to our Senior Management team, which reviews the results and forms action committees to research and recommend potential solutions for any areas in need of improvement. After receiving more detailed intelligence and potential solutions from these committees, the senior management team selects and approves action plans to improve the areas identified by the survey. Wexford Health issues a complete summary report of the survey results and actions taken to all employees.

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4.4.1.3.3.5 Employee Recognition Program

On a quarterly basis, Wexford Health holds an event to

Recognize And Inspire Superior Employees. This **RAISE** award—our quarterly employee recognition program—plays an important role in the company's efforts to achieve our three-pronged mission of being a responsive, adaptable, and ethical partner; providing innovative solutions that meet patient needs and exceed client expectations; and fostering an empowered, engaged workforce that provides unparalleled customer service and delivers quality, cost-effective results. The goal of the program is to publicly recognize employees who consistently demonstrate our core values.

In addition, the program rewards individuals who take the time to recognize and submit a nomination. Any Wexford Health employee may nominate any other Wexford Health employee, up to and including Site Managers. In a play on words, each employee nominated for the RAISE award must also consistently "R.A.I.S.E. the Standard" by demonstrating one or more of Wexford Health's core values.

Responsive & innovative partner
Adaptability & efficiency
Integrity & ethics
Superior service
Engaged and empowered workforce

Members of our senior management team review the nominations and select employees deserving of recognition in each of our contracts. Employees of the Quarter receive an inspirational certificate that recognizes their efforts, along with a gift certificate. We also recognize the selected individuals in our company newsletter, *The Revolution*, and place a copy of the award-winning nomination in the employee's permanent personnel file. Wexford Health also provides a gift certificate for the individual who nominated the Employee of the Quarter.

In addition, to further encourage our leaders to note employees' accomplishments—not just their shortcomings—Wexford Health has added a column to our monthly departmental Employee Information reports where managers can log the dates they provided positive feedback to their staff members.

4.4.1.3.4. Wexford Health Coverage Strategies

Built-In Statewide Back-Up Coverage

As the statewide offender health care provider for the West Virginia Division of Corrections, Wexford Health has numerous clinical personnel strategically located throughout the state. These trained correctional health care personnel comprise a built-in staffing pool which we can use to provide additional emergency coverage at DJS facilities.

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Wexford Health effectively recruits qualified staff to fill all required positions within our contracted facilities. We realize however, that a certain amount of staff turnover is inevitable in any industry, especially correctional health care. Therefore, we actively recruit and maintain a pool of candidates who are willing to work Pro Re Nata (PRN), i.e., on an as needed basis within our facilities. This allows for timely replacement of personnel who leave our employ, and ensures the replacement employee's familiarity with Wexford Health and client policies and procedures.

We utilize several techniques to identify, attract and retain PRN employees. When recruiting, our experienced staffing consultants continually identify potential employees who are unable to work a regularly scheduled workweek, but are interested in working in a PRN status. We also recruit candidates currently working in private practices, local nursing homes, community hospitals, etc., who are willing to work additional hours by becoming a PRN employee with Wexford Health. Additionally, advertisements and job fairs are a productive way of finding PRN employees.

Wexford Health also recruits terminating employees in good standing who are no longer able to work full- or part-time, but who are willing to continue working in a PRN capacity. We identify these employees through our Exit Interview Process, as well as through our site managers. Not only do employees in this situation already possess security clearance, but they are also well-versed in Wexford Health and client policies, procedures, and protocols.

We also recruit at local colleges and universities to obtain prospective PRN staff who have proper credentials (e.g., who are taking continuing education classes to obtain an RN degree). Working for Wexford Health in a PRN capacity allows these individuals to continue their studies, and also acclimatizes them to the correctional environment so that we can potentially recruit them to full-time status once they obtain their degree or certification.

Should the need for agency personnel ever arise, Wexford Health has in place national agreements with some of the largest health care staffing companies in the United States. In addition, we maintain and utilize a national network of companies to provide qualified locum tenens personnel when necessary.

4.4.1.3.5. Wexford Health Training/Development Programs and Resources

Wexford Health believes strong staff orientation and training programs are essential to continued organizational growth and development. Our programs are designed to promote the continued acquisition of knowledge, skills, and practices consistent with contemporary health care standards. Training topics reflect staff members' particular professional education needs, such as illnesses common to the correctional environment, chemical dependency, and recognizing and handling of mental illness. Wexford Health also invites appropriate custody staff to attend these education sessions.

4.4.1.3.5.1 New Employee Orientation

In addition to the RFQ-required training with 60 days of start date, we maintain a comprehensive orientation program designed to familiarize new employees with Wexford Health, the client agency, the contracted facility's health care unit, and

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the facility itself. As described below, we will collaborate with the DJS to provide each of our new employees with orientation and appropriate training regarding clinical practices, protocols, policies, and procedures at his or her assigned facility.

Our orientation program quickly moves new employees through the training, while ensuring that our health care professionals understand the essential components of safe, effective resident care.

We will ensure all new Wexford Health personnel are properly cleared for entry into the DJS facilities, and provided with orientation and appropriate training regarding medical practices and security. In addition, we will provide all of our new site personnel with orientation regarding health services operations at the DJS sites, including the proper use and execution of Wexford Health and Agency forms, policies, and procedures. We document this training and orientation in each employed person's record; and will make such records available onsite for inspection by the DJS at any time.

Our orientation program includes presentations related to specific job responsibilities, policies and procedures, and other Wexford Health, DJS, and/or site-level directives. In order to provide new employees with a better understanding of how various facility operations relate and interact with each other, we prefer that a team including both medical staff and custody staff lead our onsite orientation program.

One important element of our comprehensive orientation program is a Personnel Skills Inventory. The new staff member signs this inventory, indicating that he or she has been informed of all applicable procedures and understands those procedures. At a minimum, our employee orientation will also address security, code of conduct, drug free workplace, blood-borne pathogen policies, and internal Wexford Health policies and procedures. Other elements of our standard orientation program include the following.

- General information packet
- Job descriptions
- Personnel policies and procedures (work rules)
- Orientation checklist
- Explanation of annual cycle training
- Pre-services orientation training
- Requirement to read and sign off on all policies
- Instruction in handling blood-borne pathogens
- OSHA training and completion of required documentation of training
- Training on communicable diseases and the disposal of biomedical hazardous waste

As part of our orientation, Wexford Health provides all employees with a two-part checklist of items they will complete or learn during the orientation process. Part One describes the prerequisite skills and knowledge for the position. We verify

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the employee possesses this information through the orientation process. Part Two contains a list of items that the employee will learn during the orientation process. The employee keeps the list throughout the orientation period, working with a preceptor while completing the items contained in the list. Both the employee and preceptor sign next to each item on the list as it is completed.

We also provide all physicians and mid-level practitioners with a *Provider Handbook*. This handbook is designed to acquaint newly-hired providers with Wexford Health and to supply them with general information regarding the physician's role within the correctional health care setting. The guide offers optimal paths to resident health care, and serves to remind our providers that the physician's role is vital to the overall success of correctional health care operations. The *Provider Handbook*, combined with our standard provider orientation program and our regular re-appointment process, ensures our licensed and certified health care professionals understand the essential basics for safe resident care.

Wexford Health believes continuing education tracking and monitoring works most effectively when maintained at the site-level, as opposed to being tracked remotely at our corporate office. To ensure our contracted sites keep current, detailed records on the training required to maintain contract compliance and to defend against potential litigation, we audit training information as part of our Scorecard Review (described in detail in §4.4.1.5.25.1.5). We require our program managers to document a brief description of the course/training; as well as employee and manager/presenter signatures verifying the staff member received the training.

4.4.1.3.5.2 Preceptor Program

Wexford Health understands our processes, policies, and protocols are only as good as the people we employ to carry them out; and that building an exceptional team requires first class orientation and ongoing education for our team members. As a facility's nursing staff is the heart of any clinical unit, we invest a great deal of resources in assisting our nurses to become skillful and proficient in their delivery of care.

Specifically, we do this through hand-selecting and designating certain individuals as preceptors: experienced correctional health care nurses who provide the benefit of their expertise, practical experience, and training to new employees.

Assigned preceptors, in conjunction with the new employee's direct supervisor, have the ultimate responsibility to ensure new nurses receive a thorough and complete orientation that prepares them to perform their job duties at the site. We select our preceptors based on competency, initiative, and leadership qualities.

Wexford Health recognizes the need to provide basic train-the-trainer information for staff members who will be training others. While nurses may be strong clinicians, helping them learn how to teach their clinical skills to others is fundamental to the success of newly hired employees. Therefore, prior to functioning as a preceptor, we require the selected individual to attend Preceptor

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Training with Wexford Health's Director of Quality Management & Performance Improvement and our Training & Program Development Specialist. We believe our thorough and well-coordinated orientation contributes significantly to the retention of new staff at our contracted sites.

We select our preceptors based on input from the onsite management team, after careful consideration of the qualities listed above. If a facility already has designated preceptors/mentors with whom the client is satisfied, we will retain them in this role after they complete our mandatory preceptor training. If the facility has no preceptors/mentors, or is dissatisfied with their existing preceptors/mentors, Wexford Health engages site management to help identify and select new preceptors.

All preceptors must have demonstrated knowledge and proficiency in the delivery of hands-on care, must be committed to the mentoring process, and must demonstrate a role model's exceptional attitude. Wexford Health determines the number of preceptors at each site after assessing the staff at each facility. We also take into consideration client and site management recommendations, history of turnover, current vacancies, and our own experience with starting up contracts similar to the DJS. We hold training sessions as often as necessary to maintain the agreed-upon number of preceptors at all times. We typically hold preceptor training at a centralized location or locations, to decrease travel inconvenience for participants.

4.4.1.3.5.3 Ongoing Staff Training and Development

Wexford Health will provide our staff members with appropriate ongoing in-service and other education sessions. Our staff development program provides annual continuing education for all levels of health care staff. We encourage continuing medical education among our clinical staff by offering our Medical Directors, staff physicians, physician assistants, and certified nurse practitioners Paid Time Off and financial reimbursement to obtain CME credits. In addition, we provide regular and ad hoc clinical in-service education sessions to update clinical skills and technical information.

In addition to the RFQ-required annual DJS in-service training, we require all full-time clinical staff (except for physicians) to complete 40 hours of in-service training per contract year. The training must be related to the staff member's professional responsibilities. We document this training in each employee's record, and can make such records available onsite for inspection by appropriate DJS administration upon request. Examples of Wexford Health's ongoing in-service trainings include, but are not limited to the following.

- Basic Life Support (BLS) techniques
- Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) use
- Detoxification and withdrawal management
- Electronic Medical Record (EMR) updates
- First aid
- Hepatitis in corrections

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- HIV/AIDS
- Managing manipulative behavior
- Medication administration (required annually for all nursing staff)
- Occupational Safety & Health Administration (OSHA) training on infectious disease management, including tuberculosis
- Phlebotomy skills
- Prison Rape Elimination Act (PREA)
- Proper documentation
- Proper methods of lifting and carrying
- Recognizing signs and symptoms of mental disorders or chemical dependency
- Respiratory fit training and testing
- Response to medical emergency or disaster
- Review of medical protocols
- Review of policies and procedures
- Segregation rounds and segregation medication administration as a specialty
- Sharps and tool counts
- Standard precautions
- Suicide prevention
- Additional topics as requested and agreed upon by the DJS and Wexford Health

Through our Quality Management Program, we identify on an ongoing basis additional topics that require staff training, adding such topics to the preceding list. For the DJS contract, Wexford Health will ensure our topics include in-depth technical assistance and training for nurses conducting HIV, STD, and Hepatitis counseling, testing, and referral services.

As explained earlier, Wexford Health program managers keep detailed records of the orientation and ongoing training our employees receive. We review this information on a regular basis in the Scorecard Reviews we conduct for our Quality Management Program.

4.4.1.3.5.4 Training Methodologies

Wexford Health realizes that different people learn best through different methods. We also understand the choice of an appropriate teaching method depends largely on the information or skill that is being taught. Therefore, we offer in-service and continuing education trainings through a variety of methodologies, including but not limited to, the ones listed below.

- Face-to-face instruction

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- DVD instruction
- Internet-based classes
- Printed educational materials (self-study)

4.4.1.3.5.5 Training for DJS Personnel

For the health services program at the DJS facilities to operate at maximum efficiency levels, health care and facility staff must work as a team. Because custody personnel provide security in the clinic and examination areas, Wexford Health believes it is necessary for the officers to understand basic health care practices. This knowledge also allows custody and other facility staff to support Wexford Health clinicians by providing additional information regarding a resident's behavior or symptoms. Moreover, in-service training and education fosters security staff's personal growth and sense of participation.

In support of this philosophy, Wexford Health will provide quarterly training to all DJS security staff with respect to basic identification of residents requiring immediate medical/mental health attention, including training with regard to symptom recognition (shortness of breath, choking, bleeding, etc.) and the appropriate steps for triaging and obtaining medical/mental health services for the resident on an urgent or emergent basis. Our training will include in-person orientations as well as written materials.

Wexford Health designed our in-service training programs to support security staff members' ongoing development of knowledge, skills, and practices consistent with contemporary standards. Training topics reflect the typical professional requirements and educational needs of correctional staff, including, but not limited to, those listed below.

- First aid, including use of items in first aid kits
- BLS/AED resuscitation
- Response to medical emergency or disaster
- Recognizing signs and symptoms of a medical emergency
- Recognizing acute manifestations of chronic illnesses
- Recognizing signs and symptoms of mental disorders or chemical dependency
- Recognizing suicidal behavior and procedures/protocols for suicide prevention
- Dealing with special needs residents or populations
- Policies and procedures pertaining to health care services
- Infection diseases, infection control, and standard precautions
- Medication administration and side-effects
- Respirator fit testing
- Smoking cessation

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- Stress management
- HIPAA compliance
- Additional topics as requested and agreed upon by the DJS and Wexford Health

We will also provide training for DJS staff on communicable diseases and the disposal of biomedical hazardous waste.

While Wexford Health does not expect security staff to assist in any way with our delivery of care to patients, we do appreciate that the unusual behaviors and sometimes aggressive attitudes displayed by ill residents can present unique challenges to custody staff. Our training is designed to increase understanding of why these patients act as they do; and to provide mechanisms on how to deal with residents in order to maintain a calm, non-threatening, positive environment within the unit.

Upon contract award, Wexford Health will coordinate with each of the DJS facilities to develop a site-specific training calendar that we will submit to the Superintendent/Director prior to the beginning of each calendar quarter.

4.4.1.3.5.6 Health Education Services for Residents

Wexford Health understands the importance of encouraging teenagers and young adults to become more knowledgeable about and to take active roles in managing their health. For this reason, we will develop and implement a health education program for the DJS resident population. Our program will include group and/or individual education on health promotion to increase awareness of risk factors that result in injury or disease.

To promote the health education process, we will make informational programs available based on the requirements established by the DJS, to include printed information (e.g., approved pamphlets, posters, etc.) posted in areas easily accessed by residents.

Wexford Health uses a variety of instructional methods to provide group and/or individual health education to our patients. Media types typically include group classes, audio and video tapes, and written materials (e.g., brochures, pamphlets). Other resources that Wexford Health taps are local and national health agencies and community educators, such as the West Virginia Department of Health and Human Resources Bureau for Public Health, the West Virginia Public Health Association, the West Virginia Public Health Nurses Association, and the West Virginia University School of Public Health. These groups provide a wide range of health education materials, from standardized materials to guest speakers.

For the DJS contract, we will coordinate with such groups to provide residents with a variety of education programs. With our extensive background and years of experience in health care delivery, Wexford Health is able to provide individualized and/or group training on many pertinent topics. These topics for may include, but are not limited to, the subjects listed below.

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- Chemical dependency and the effects of drug and alcohol use
- Dermatology and skin care
- Diabetes management including dietary needs
- Epilepsy
- Family Planning and Parenting
- Female-specific topics, including breast self-examination, pregnancy, and contraception
- Managing Chronic Diseases
- Nutrition
- Personal and oral hygiene
- Physical fitness and exercise
- Pregnancy
- Prison Rape Elimination Act of 2003
- Rehabilitation
- Stress management
- Sexually transmitted diseases
- Smoking cessation and the effects of smoking

As we identify specific populations in need of health improvement, we will establish additional educational programs that address these health care needs in culturally appropriate group settings.

4.4.1.4. Administrative Services (RFQ Specs §4.1.4)

4.4.1.4.1. Policies and Procedures (RFQ Specs §4.1.4.1)

As described below, within sixty (60) days after award Wexford Health will have in place the administrative components and operational policies and procedures necessary for ongoing contract compliance and maintenance of accreditation status. We understand and acknowledge the DJS reserves the right to review our policies and procedures pertaining to any areas affecting the performance of its responsibilities under law.

4.4.1.4.1.1 Operational Policies and Procedures

Wexford Health has developed and maintains a standardized manual containing administrative and operational policies and procedures that meet industry and federal governing standards and applicable laws. While our standard facility documentation contains similar materials and references for all contracts, we take care to recognize the subtle state, county, municipal, and site-level differences among our clients and to address these differences in each client's customized *Operations Manual*. For the DJS contract, we will revise our

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standard operational policies and procedures in accordance with all applicable Agency guidelines, as well as with applicable West Virginia law.

We will provide the DJS with copies of a customized, contract-specific *Operations Manual*, in sufficient quantity for all facilities and administrators. We will also maintain current copies of the manual in all DJS medical units. Appropriate Wexford Health and DJS staff will review the policies and procedures in the manual on an annual basis, revising them as necessary.

The primary purpose of our *Operations Manual* is to define Wexford Health's position regarding specific issues including administrative matters, personnel requirements, the care and treatment of patients, and the services we provide. These formal written policies ensure consistency and provide Wexford Health with a set of standards against which we can measure compliance and staff performance. Most audit organizations require facilities to maintain written policies in order to achieve accreditation. Additionally, formal written policies provide valuable documentation and legal support.

4.4.1.4.1.2 Clinical Policies and Procedures

Similar to our *Operations Manual*, Wexford Health has also developed a standard set of medical policies, guidelines, and protocols to serve as reference tools for clinicians practicing medicine in our contracted facilities. The manuals contain clinical pathways, treatment protocols, and algorithms designed to ensure a standard level of quality and care at Wexford Health sites. The goal of each clinical pathway is to assist the clinician in reaching the best possible outcome for each patient, while reducing opportunities for errors or inefficiencies. Wexford Health's physicians, mid-level practitioners (Physicians Assistants and Nurse Practitioners), and nurses are required to incorporate the tools in these manuals into their daily practices.

The manuals were developed, and are maintained, by Wexford Health's Medical Advisory Committee (MAC). The clinical and administrative peers on this committee are charged with developing consensus on clinical issues by applying the most recent professional standards, evidence-based studies, and accepted practices. Wexford Health also encourages our clinicians to assist in keeping the manuals updated and useful by presenting new information, sharing successful clinical approaches, and informing corporate clinical leadership of any adverse or suboptimal outcomes.

Our MAC reviews the manuals on an annual basis, or more often as needed. Wexford Health will deliver a *Medical Policy and Procedures Manual* to the DJS Central Office as well as to each facility, including samples of all forms used.

4.4.1.4.1.3 Medical Advisory Committee

Wexford Health's Medical Advisory Committee (MAC), composed of health care clinicians and administrative professionals appointed by our Corporate Medical Directors, further defines clinical practice guidelines and medical and behavioral health practices. In its annual review of Wexford Health policies and procedures, the MAC utilizes the most recent professional standards, evidence-based studies, and accepted practices to develop consensus on clinical issues. Through this

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continual review and updating of the company's medical and behavioral health policies and procedures, *Infection Control Manual*, PA/ARNP protocols, and Nursing Protocols, the MAC defines parameters that allow our practitioners to provide the best outcomes for individuals and clients served by Wexford Health. The goals of our MAC are as follows.

- To advise and develop treatment tools for practitioners that will result in the best possible outcome for each patient
- To promote practices that will reduce medical errors and encourage a uniform quality of care
- To determine the most effective and efficient practices in approaching clinical and treatment challenges
- To guide practices that reduce medical risk
- To develop and promote practices that increase continuity of care
- To alert clinical and administrative staff of changes and updates in clinical knowledge, practices, technology, trends, and emerging concerns

Wexford Health's MAC develops positions that reflect the company's high expectations of its providers with regard to "best practices" and standards in correctional medicine. The Committee's mechanisms for achieving these high standards include not only the development and implementation of continuous quality improvement procedures, but treatment protocols, algorithms, and guidelines that incorporate professional medical and correctional standards, medical and correctional ethics, evidenced-based medicine, community standards of care, and the clinical and field experience of committee experts.

Additionally, Wexford Health has a clinical policy—*M001: Peer Review Activities*—that outlines how we utilize peer review to monitor clinicians' practice patterns against published MAC standards, identify clinicians' strengths and weaknesses, and hold our providers accountable for the integrity and quality of patient care.

4.4.1.4.1. Incident Reporting (RFQ Specs §4.1.4.2)

Wexford Health has policies, procedures, and protocols in place to ensure our site-level staff members report any problems and/or unusual incidents to the facility's Superintendent/Director (or designee). We define such incidents as any medical, security-related, and/or personnel issues that could adversely impact the delivery of health care services or the security needs of the institution.

We appreciate the DJS will accept such incident reports either verbally or in writing. In any case where our personnel report the incident verbally, we will require the employee to follow up and provide written documentation within twenty-four (24) hours of the problem/incident.

4.4.1.4.1. Qualified Health Care Professionals (RFQ Specs §4.1.4.3)

Through our comprehensive interview and credentialing processes (described in detail in the §4.4.1.3.2.1 and §4.4.1.3.2.5), Wexford Health will ensure all individuals involved in the direct care of residents are qualified health care professionals.

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We agree to not use residents to provide health care services to any person; or to clean bio-hazardous materials.

4.4.1.5. Scope of Work (RFQ Specs §4.1.5)

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4.4.1.5.1. Receiving/Intake/Admission

Intake/Receiving Screening

Wexford Health conducts intake/receiving screenings in compliance with all applicable NCCHC and client requirements. Our screenings serve the following purposes.

- To identify and meet any emergent or urgent health needs of arriving residents
- To identify and meet any additional health needs requiring medical intervention
- To identify and isolate potentially contagious residents
- To obtain appropriate medical clearance for residents, as necessary

4.4.1.5.1.1 Initial Medical Screening/Receiving Screening

To identify newly arrived residents with health care needs (immediate and/or long-term); and to address any emergent and urgent health care issues; Wexford Health will ensure an LPN, RN, or other qualified health care professional conducts a receiving screening examination on each new resident as soon as possible (but in no case longer than 12 hours) after arrival at a DJS facility. At a minimum, this receiving screening will include the following components.

- Current and past illnesses, health conditions, or special health requirements, e.g., special dietary needs
- Past serious infectious diseases
- Recent symptoms of communicable illness, e.g., chronic and/or bloody cough, lethargy or weakness, weight loss, loss of appetite, fever, night sweats, etc.
- Past or current mental illness, including hospitalizations
- History of suicidal ideation or current suicidal ideation
- Visual observation of the mouth, teeth, and gums, with special attention paid to any gross abnormalities, missing teeth, or other problems, that may require immediate attention
- Allergies

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- Legal and illegal drug use including types, methods, amounts, frequency, and instance of last use; drug withdrawal symptoms; and history of problems related to stopping the drug use
- For females, a history of mammary and gynecological problems as well as current or recent pregnancies; if an incoming female resident reports current opiate use, Wexford Health will immediately offer her pregnancy testing, to avoid any potential opiate withdrawal risk to the fetus.
- An immunization history (immunization vaccinations are updated and indicated in the juvenile's health care record)
- Any other health problems designated by the responsible physician

In all cases, we will conduct the receiving screening in language fully understood by the resident, making special arrangements for those individuals who may not speak English or who may have a physical or mental disability (e.g., vision- or hearing-impaired residents, developmentally disabled residents, etc.)

At the receiving screening, Wexford Health intake staff will also observe and make note of the resident's personal characteristics, including but not limited to the areas listed below.

- Appearance, noting if the resident is sweaty, exhibiting tremors, anxious, disheveled, etc.
- Behavior, e.g., whether the resident is acting appropriately versus being disorderly, insensible, etc.
- State of consciousness, e.g., whether the resident is alert, lethargic, etc.
- Ease of movement, noting if the resident has any deformities, abnormalities to his/her gait, requirements for special equipment or mobility aids, etc.
- Breathing, e.g., if the resident is hyperventilating, has a persistent cough, labored breathing, etc.
- Skin condition, making note of any bruises, scars, tattoos, lesions, jaundice, rashes, infestations, needle marks, or other indications of drug use

If a resident indicates s/he is currently under treatment for a medical, mental health, or substance problem (either chronic or acute), Wexford Health staff will request permission to contact the resident's parent/guardian and/or community providers and obtain a medical summary. This will increase the likelihood of having the patient's medical records available at his/her health appraisal; enable us to verify needed medications; and support continuity of patient care.

In the event the receiving screening reveals the presence/suspicion of an infectious disease, Wexford Health will inform facility security staff, so they can place the resident in appropriate isolation until medical staff determines the individual may be safely placed in general population.

Our personnel will record the findings of the receiving screening on a standard screening form; sign, date, and time-stamp the form immediately upon completion; enter the information into the resident's medical record; and upload the data into OIS. Wexford Health will ensure the form we use to screen newly

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arrived residents is approved by both the DJS and our Medical Director (or other responsible health authority).

As a result of the receiving screening process, Wexford Health will recommend the DJS classifies the resident into one of the following categories, noting our recommendation on the resident's screening form.

- Assignment to the general resident population
- Assignment to the general resident population with referral for appropriate onsite health services
- Immediate referral to a site physician or mid-level provider or to medical housing
- Placement in isolation
- Immediate referral for offsite emergency treatment

For residents who arrive with a current medication in a properly labeled container, Wexford Health will make every effort to verify from outside sources that the medication is as described and prescribed. A properly licensed and credentialed practitioner will then make a clinically indicated decision to continue the medication; to make a therapeutic substitution to a formulary medication; or to stop the medication and monitor the patient for potential side effects of the discontinuation.

We will not admit into the DJS system any individual who is unconscious, semiconscious, bleeding, mentally unstable, severely intoxicated, in alcohol or drug withdrawal, or otherwise urgently in need of medical attention. For individuals in any of these categories, Wexford Health will immediately refer the resident for an appropriate level of medical attention prior to clearing them for entry into the facility. If the severity of the resident's status requires referral to a community hospital or other treatment center, we will require written medical clearance from that facility prior to admitting the resident into the DJS system.

As part of the intake/receiving process, Wexford Health will also provide each resident with an orientation (verbal as well as written) to health services, to include a description of the services available and instructions on how to access them.

Wexford Health maintains written policies and procedures describing our intake/receiving screening process. In addition, as part of our comprehensive Quality Management Program, we monitor the screening process on an ongoing basis to ensure it remains safe and effective.

4.4.1.5.1.2 Initial Health Assessment

Wexford Health will provide each resident with an initial health assessment as soon as possible, but no later than seven (7) calendar days after admission to a DJS facility. Our health assessment includes (at minimum) the following components.

- Review of the resident's receiving screening results

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- A qualified health care professional collecting any additional data necessary to complete the resident's medical, dental, and mental health histories (including any follow-up on positive findings from the receiving screening and/or subsequent encounters)
- A qualified health care professional recording the resident's vital signs including height, weight, pulse, blood pressure, temperature, and respiratory rate
- A physician, mid-level practitioner, or appropriately trained and qualified Registered Nurse performing an objective, hands-on physical examination as indicated by the resident's gender, age, and risk factors
- Clinically indicated laboratory and/or diagnostic tests for communicable diseases (e.g., sexually transmitted diseases, tuberculosis, etc.), unless documentation from the health department indicates the applicable prevalence rate does not warrant such testing
- Review of immunization history with updating of vaccines, as appropriate
- For female residents, inquiry into the last menstrual cycle, any unusual bleeding, use of contraceptives, medications, presence of an IUD, breast masses, nipple discharge, and possibility of pregnancy; Wexford Health will discuss pre-natal health care and arrange for follow-up obstetric services for any residents identified as being pregnant.
- Oral hygiene instruction and an oral screening consisting of visual observation of the mouth, teeth, and gums by an appropriately trained health professional; our staff pays special attention to any gross abnormalities, missing teeth, or other problems that require immediate referral to the dentist.
- Vision and hearing screening
- Appropriate and timely treatment, therapy, or referral for any clinically significant findings, including hospitalization if required

Wexford Health follows current age- and-sex specific clinical practice guidelines with regard to the clinical services offered during the initial health assessment, including preventive services such as pelvic examinations, Pap smears, prostate exams, etc.

We understand industry standards do not require a duplicate health assessment for any re-incarcerated resident who has had a health assessment performed within the past 12 months and whose new receiving screening shows no change in his/her health status. However Wexford Health still performs histories, physical examinations, and tests on such re-admitted residents as appropriate.

In the event the health assessment reveals the presence/suspicion of an infectious disease, Wexford Health will inform facility security staff, so they can place the resident in appropriate isolation until medical staff determines the individual may be safely placed in general population.

Our personnel will record the findings of the health assessment on a standard form; sign, date, and time-stamp the form immediately upon completion; enter the information into the resident's medical record; and upload the data into OIS.

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In those cases where different members of our health care staff perform discrete parts of the assessment, the designated responsible physician will ensure the various findings are integrated into a single patient evaluation.

Wexford Health will require one of our physicians to review and sign the findings from any initial health assessment performed by a nurse. If the assessment is performed by a mid-level practitioner, we will have a physician review the findings as indicated.

The treating clinician will review all positive findings from the various components of the assessment (e.g., history and physical, receiving screening review, laboratory test results, etc.) to create a patient-specific initial problem list. Based on this list, appropriate Wexford Health clinicians will then create diagnostic and therapeutic plans for each of the resident's problems.

Wexford Health maintains written policies and procedures describing our initial health appraisal process. In addition, as part of our comprehensive Quality Management Program, we monitor the appraisal process on an ongoing basis to ensure it remains safe and effective.

4.4.1.5.1.3 Confirming Components of the Initial Health Assessment

As described in the preceding narrative, Wexford Health's initial health assessments will include vision and hearing tests; a review of the resident's earlier receiving/intake screening; and the collection of data to complete the resident's medical, dental, psychiatric, gynecological and immunization histories.

4.4.1.5.1.4 Initial Dental Screening and Examination

Upon admission to the DJS system, a Wexford Health dentist (or qualified health care professional trained by a dentist) will provide each resident with an oral screening consisting of visual observation of the mouth, teeth, and gums. The health professional will pay special attention to any gross abnormalities, missing teeth, or other problems that require immediate referral to a dentist. In addition we will at that time provide the resident with instruction in oral hygiene and preventive oral education, including training on plaque control, the proper methodology for brushing teeth, and the proper care of gums.

If the dental screening indicates the resident's physical health could be adversely affected due to dental issues, a Wexford Health dentist will also provide each resident with a full oral examination within seven days of admission, as indicated.

A Wexford Health dentist will provide each resident with a full oral examination within the timeframes required by DJS and industry standards. Dental examinations include reviewing the resident's oral history; conducting an extra-oral head and neck examination; charting teeth; examining the hard and soft tissues of the resident's oral cavity with a mouth mirror, explorer, and adequate illumination; and categorizing the resident's status/treatment needs according to the American Public Health Association's priorities for Dentists and Dental Hygienists. We log the results of oral examinations on uniform dental record forms, as by the American Dental Association.

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4.4.1.5.1.5 Facilities Participating in PbS

For those DJS juvenile centers participating in Performance-based Standards (PbS), we will—as required by the RFQ—provide each resident with an initial physical examination within seven (7) days of admission to the facility; or within six (6) months prior to this admission. Wexford Health understands the DJS is in the process of expanding its PbS participation, and we look forward to supporting the Division in this initiative.

4.4.1.5.2. Contracted Physician's Duties and Responsibilities

Wexford Health commits to providing 24-hour per day physician on-call coverage for consulting services (see below narrative). We will provide each DJS facility with the on-call physician list, including contact information for each provider.

Our physicians will deliver comprehensive health care to DJS residents, to include the provision of onsite general medical, dental, diagnostic, and ancillary services.

In partnership with the DJS, Wexford Health will coordinate, schedule, and structure our physicians' visits to ensure all clinical activities are within each site's security parameters.

As described in more detail below, we will conduct Physician Sick Call in compliance with all applicable NCCHC and ACA standards.

Wexford Health understands and appreciates the DJS will permit us to use mid-level practitioners (i.e., NPs or PAs) to supply a portion of the Physician Sick Call hours, not to exceed 50% of total billed physician hours. We will bill all provider hours—physician and mid-level—at the appropriate rate, based on the level of services provided.

4.4.1.5.2.1 On-Call Physician Coverage

For those cases where a resident's condition requires emergency care and/or services outside the scope or ability of nursing staff, Wexford Health's physicians and mid-level practitioners will make themselves available (either in person or via our on-call schedule) to discuss the patient's problem with the nurse and refer the patient for further evaluation and treatment as needed.

Wexford Health commits to designating an on-call physician to provide call-back and necessary house call services for the DJS facilities on a 24-hour per day, seven-day per week basis. When we hire a physician to provide services at a correctional facility, one of our conditions for employment is that the clinician must agree to provide on-call coverage for an agreed-upon number of hours each week.

For the DJS contract, Wexford Health anticipates we will maintain a rotating schedule of one primary on-call provider to respond telephonically to after-hours medical issues at the juvenile facilities; with a back-up on-call provider assigned for each shift. This methodology will ensure each institution has immediate (within 15 minutes) access to not only one, but two Wexford Health providers should any acute medical situations occur after hours. At the same time, our

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proposed system will keep each site-level provider from experiencing "burnout" from the responsibility of having 24/7/365 on-call duty.

On a monthly basis, we will provide the DJS with the following month's on-call schedule of physician coverage. We will ensure each of our providers for the DJS contract understands that s/he must respond telephonically to after-hours requests within 15 minutes of receiving the call. Furthermore, in order to eliminate after-hour ER visits that could be handled onsite at a facility Wexford Health will implement a "house call" or "call back" program that appropriately compensates providers for returning to the facility to perform medically necessary suturing and other minor surgical procedures onsite in the health care unit.

We maintain a number of methodologies to ensure all physicians who provide on-call services are knowledgeable and well versed in managing psychiatric emergencies, including knowing when to declare a medical emergency; and understanding what resources are available to ensure psychiatric emergencies are managed in the best interest of the patient/resident. These methodologies include peer reviews, performance monitoring, chart reviews, and attendance at specialized training provided by our corporate behavioral health and psychiatric staff.

4.4.1.5.2.2 Physician Sick Call

Wexford Health holds Physician Sick Call in order to address routine health issues beyond the scope of Nurse Sick Call but not of a nature requiring immediate care. For the DJS contract, we will conduct Physician Sick Call a minimum of one (1) day per week at each facility, according to a posted, mutually agreed-upon schedule that meets the needs of each site and enables timely follow up for those residents triaged and referred by nursing staff.

At Physician Sick Call, qualified Wexford Health providers review the records of any patients brought to the health care unit as requiring urgent or emergent care, and see those patients referred from the preceding Nurse Sick Call. Our licensed providers perform routine, non-invasive diagnostic procedures; prescribe, administer, and monitor patient medications; and identify any conditions requiring care beyond the capabilities of onsite DJS resources, referring such cases for offsite secondary or tertiary services.

We will provide all routine physician care onsite. A Wexford Health physician or mid-level provider will be onsite through the completion of call outs, treatments, and follow up care. In addition, as described above, a physician will be on-call 24 hours per day, 7 days per week.

Wexford Health incorporates all information recorded at Nurse Sick Call and/or Physician Sick Call into the patient's permanent medical record, including the following items.

- Patient's health complaint
- Assessment made by the health care professional who evaluated the patient
- Immediate intervention
- The prescribed treatment

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- Any follow-up required
- Education provided
- Resolution of problem

Our staff will document all health care encounters provided by the Wexford Health medical services team. Information will include the date, time, and location of each encounter, as well as the name of the involved patient, any referral, and the name/qualifications of the health services provider.

Wexford Health's triage and Sick Call programs provide for the best use of health care staff time, assuring residents the most appropriate level of care and the DJS a cost-efficient program of health services.

4.4.1.5.3. Contracted Nurse's Duties and Responsibilities

As described in detail in the narratives below, Wexford Health will coordinate with the DJS to establish Sick Call and medication administration protocols that fall within the security parameters of each facility.

In the interest of brevity, we did not repeat our narratives on resident health education and staff training here, as they are already included in §4.4.1.3.5.6 and §4.4.1.3.5.5.

Public health is one of Wexford Health's primary interests. We look forward to participating in any state or federal pilot programs that will support the DJS in promoting public safety. Wexford Health will ensure our topics include in-depth technical assistance and training for nurses conducting HIV, STD, and Hepatitis counseling, testing, and referral services.

4.4.1.5.3.1 Triage and Nurse Sick Call

Wexford Health will provide DJS residents with access to professional nursing care and physician care (as clinically required) through our NCCHC-compliant triage and Sick Call systems, which classify health care requests to determine the priority of need, the proper provider, and an appropriate location of care. Through our triage system, Wexford Health accepts patient requests for medical services on each of our working shifts. Our nursing staff reviews and triages all non-emergent requests within 24 hours of receipt, thus ensuring the timely and efficient provision of an appropriate level of health care.

For requests for medical services deemed urgent or emergent by our nursing staff, Wexford Health arranges for a qualified provider to immediately provide appropriate care, either onsite or at a community facility.

Within twenty-four hours of Wexford Health's nursing staff triaging a request for medical services (48 to 72 hours on weekends or holidays), we will see any patient whose request was classified as routine (i.e., patients who were not in need of emergent or urgent care) at our Nurse Sick Call.

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At each DJS facility, a licensed Wexford Health nurse will hold daily Nurse Sick Call at a time that does not deter residents from seeking care; and at a frequency and duration sufficient to meet the needs of the facility's population.

At Nurse Sick Call, licensed nurses examine and evaluate the patients. According to physician-approved protocols on how to handle various health complaints, Wexford Health's nursing staff either provides basic treatment or refers the patient to an appropriate clinician (e.g., physician, mental health professional, dentist, etc.) at the next available appropriate Provider Sick Call. Wexford Health dates and time stamps all requests for medical services, triage encounters, and treatment encounters, placing them in the patient's medical record.

If a patient reports to Nurse Sick Call more than twice with the same complaint without being examined by a provider, Wexford Health's nursing staff will schedule an appointment for the patient at the next available Provider Sick Call.

4.4.1.5.3.2 Medication Administration

As part of our pharmacy program for the DJS, Wexford Health will be responsible for administering medications in accordance with ordered or recommended dosage schedules; for documenting such provision; and for ensuring properly licensed personnel perform all related duties. Our nursing staff will administer prescription medication only upon orders from a West Virginia-licensed physician, psychiatrist, mid-level practitioner, optometrist, or dentist.

We will maintain extensive patient profiles and accurate Medication Administration Records (MARs) for each resident receiving pharmaceutical care. The MAR—whether hard copy or electronic—will contain the patient's name, allergies, diagnosis, practitioner, current list of medications, medication directions, and discontinuation date. This provides a mechanism for safe and efficient medication administration.

Wexford Health requires each patient to provide positive identification prior to drug administration. Our nurses observe the patient swallowing the medication; then confirm this has occurred by examining the patient's mouth and cheeks. The nurse then signs the MAR in all appropriate places.

If the patient refuses medication, does not show up for pill pass, or does not receive medication for any other reason, the nurse will indicate this occurrence by selecting the appropriate administrative code on the MAR. Wexford Health requires our medication nurses to sign each MAR with their full names and licenses and/or titles.

Wexford Health provides intensive medication administration education for health care staff both during orientation and periodically throughout the course of employment. Staff members receive training on the following topics.

- Actions, interactions, and side effects of drugs used within the facility
- Security matters such as key control and the management and maintenance of controlled substances and sharps

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- Accountability for providing medications according to practitioners' orders and in a timely manner
- Proper procedures for completion of Medical Administration Records
- Inventory of medications
- Potential for, and prevention of, medication theft
- Perpetual inventory of stock and controlled substances
- Adherence to therapeutic regimens
- Storage, handling, and disposal of syringes and needles
- Poison control response
- Overdoses

For many of our clients, we have successfully reduced the amount of staff time spent on medication administration. This enables nurses and security staff to devote their finite amount of shift hours to other duties. For example, at a large multi-facility system in Florida we successfully reduced the number of medication administration times from four to two per day by strategically adopting alternate dosing methods.

Upon DJS request, we can evaluate the current methods of medication distribution at the juvenile centers and work with site administration to introduce additional efficiencies into the system.

4.4.1.5.4. Dental Services

Wexford Health understands dental services are currently provided at the Donald R. Kuhn Juvenile Center and the Rubenstein Center, with the DJS transporting residents to these two locations as necessary to be seen by a dentist.

We provide all dental services in accordance with NCCHC and ACA standards. For our DJS dental program, we will utilize only dentists licensed in the State of West Virginia, with all dental work done under the direction of these licensed dentist(s). Wexford Health agrees to provide no fewer than the minimum number of contracted FTEs for onsite dental services.

Our dental program adheres to the infection control practices defined by the American Dental Association and the Centers for Disease Control and Prevention. These protocols include appropriately sterilizing dental instruments, disinfecting equipment, and disposing of hazardous waste.

Wexford Health does not use patient non-compliance with good oral hygiene practices as a basis to deny necessary oral care.

4.4.1.5.4.1 Dental Screenings and Exams

As stated earlier in our proposal, upon admission to the DJS system Wexford Health will provide each resident with an oral screening consisting of visual observation of the mouth, teeth, and gums. The health professional will pay

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special attention to any gross abnormalities, missing teeth, or other problems that require immediate referral to a dentist. At that time, we will also provide the resident with instruction in oral hygiene and preventive oral education, to include training on plaque control, the proper methodology for brushing teeth, and the proper care of gums.

As per industry standards, a Wexford Health dentist will also provide each resident with a full oral examination within the timeframes required by DJS and industry standards. Dental examinations include reviewing the resident's oral history; conducting an extra-oral head and neck examination; charting teeth; examining the hard and soft tissues of the resident's oral cavity with a mouth mirror, explorer, and adequate illumination; and categorizing the resident's status/treatment needs according to the American Public Health Association's priorities for Dentists and Dental Hygienists. We log the results of oral examinations on uniform dental record forms, as by the American Dental Association.

4.4.1.5.4.2 Emergency Dental Care

Wexford Health's dental program ensures that a dentist and/or staff are available 24 hours a day, 7 days a week—onsite or on call—for the treatment of dental emergencies. Our response to a dental emergency will occur within 12 hours of learning of the problem, and may involve the on-call physician. We will provide the DJS with a written policy and procedure on the topic of emergency dental services.

We will ensure any resident experiencing a dental emergency (as defined by the dentist) receives a dental examination no later than the next working day after the emergency occurs, unless requested sooner by the examining physician. In the interim, Wexford Health medical staff will provide pain relief or other intervention to manage any pain, swelling, bleeding, infection, or trauma related to the dental emergency in accordance with established protocols.

4.4.1.5.4.3 Routine Dental Care

Our dental program requires patients to submit requests for non-emergent oral care via the routine sick call procedure. Upon receiving such a dental request, nursing staff will refer the patient to the DJS for transportation to the Kuhn or Rubenstein facility for dental treatment. As specified in the RFQ, Wexford Health will perform routine dental services (including extractions) according to established clinical priorities, and only when (in the dentist's judgment) the resident's health would otherwise be adversely affected. We perform all extractions in a manner consistent with community standards of care and the clinical guidelines of the American Dental Association.

4.4.1.5.4.4 Specialty Dental Services

Wexford Health will also arrange for medically necessary specialty dental services when the attending dentist prescribes such treatments (i.e., when the health of the resident would otherwise be negatively affected). We provide access to recognized specialties of dentistry, such as oral and maxillofacial surgery, as clinically indicated. While our dental program does not routinely initiate

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cosmetic or elective dental therapies (e.g., crowns, bridges, orthodontics, etc.), our dentists do have the discretion to make such services available if necessary (with medical authority approval); or to continue orthodontic care initiated prior to incarceration.

4.4.1.5.4.5 Dental Labs & Prosthetics

Our dental program provides for all necessary dental laboratory services. In addition, Wexford Health supplies dental prosthetics (e.g., partial plates, dentures, etc.) when the dentist and site Medical Director determine a resident's health would be adversely affected if we did not provide a dental prosthesis. Our time frame for providing approved dental prosthetics is based on clinical priority as determined by the dentist.

4.4.1.5.5. Optometry Services

Wexford Health provides all vision care in accordance with applicable NCCHC and ACA standards. Our optometry program calls for each resident to receive an eye screening and visual acuity assessment as part of his/her initial health assessment. We will refer any resident identified in the initial health assessment as requiring vision care to a qualified optometrist. We will also refer to a qualified optometrist or ophthalmologist any residents who enter the DJS system wearing prescription spectacle or contact lenses; or residents with a previous diagnosis of glaucoma or other eye disease.

We will arrange for a qualified Optometrist to perform eye examinations for residents with specific eye complaints. These routine optometric examinations will include, at a minimum, the components listed below.

- The taking of a problem-oriented history
- Visual acuity testing
- Eye health assessment including tonometry when indicated
- Refraction
- Disposition
- Eyeglass order generation
- Documentation and record keeping

If a resident requires optometry services beyond the scope of Wexford Health's expertise, we will schedule that patient for an offsite appointment with a qualified optometrist or ophthalmologist.

If an optometrist/ophthalmologist determines corrective lenses are medically necessary for a resident, Wexford Health will provide and pay for a pair of safety eyeglasses for that patient. We agree to be financially responsible for the repair and/or replacement of medically necessary eyewear, including those devices currently utilized by residents.

We will provide sunglasses, tinted lenses, and/or contact lenses only when a physician deems them medically necessary (i.e., when the resident's ophthalmologic

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integrity would suffer or be compromised without the use of such lenses) and the glasses/lenses are authorized through established Wexford Health and DJS protocols and procedures. As necessary, we will replace residents' contact lenses with eyeglasses (unless contact lenses are the only treatment option able to correct the resident's vision).

4.4.1.5.6. Auditory Services

Wexford Health's audiology program calls for each resident to receive a hearing screening as part of his/her initial health assessment. We will refer to a licensed audiologist any residents identified in the initial health assessment as requiring aural care.

Good health practice requires that a resident with hearing loss have a medical evaluation before a hearing aid is considered. The purpose of the medical evaluation is to ensure all medically treatable conditions that may affect hearing are identified and treated before resorting to a hearing aid. After medically ruling out causes of hearing loss, Wexford Health will provide pure tone audiometric testing for the resident.

Should an appropriately qualified clinician determine a hearing aid is medically necessary for the resident to properly function, Wexford Health will provide the most appropriate, cost-effective hearing aid. We agree to be financially responsible for the repair and/or replacement of hearing aids, including those devices currently utilized by residents.

4.4.1.5.7. Offsite Providers

Wexford Health will consult with the DJS facility Superintendent/Director prior to having any resident go offsite for a non-emergent referral. We understand such offsite provider visits will require specific approval from the facility Superintendent/Director. When a resident must be sent offsite for emergent care, we will notify the facility Superintendent/Director as soon as possible.

We understand and appreciate offsite office visits will not be at Wexford Health's expense (other than as specifically outlined in the contract).

When treatment of a resident indicates a need for specialty consultation and referral (and that treatment exceeds the capabilities of our onsite providers), Wexford Health will refer, schedule, and organize the provision of offsite specialty services as appropriate. In such cases, we will coordinate with facility security and transportation staff and arrange for the resident to be transported to the offsite specialty appointment via security van or ambulance. Wexford Health will not provide residents with any information regarding the scheduled time and location for the appointment or the name of the consulting physician.

We acknowledge there may be rare occasions when we may have to reschedule non-urgent appointments due to the non-availability of DJS transportation vehicles. We appreciate the Agency will make every effort to accommodate all necessary offsite referrals.

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For each resident returning from an outside hospital stay or clinic visit, Wexford Health will create a legible consultation/treatment report in the patient's medical record and enter this data into the OIS. At a minimum, this report will contain the following.

- The reason(s) for the offsite consult
- Appropriate exam and/or lab findings
- Diagnosis
- The resident's discharge plan
- Information relating to any necessary follow-up appointments

We require the offsite specialty physician to provide copies of all diagnosis, treatment, treatment plans, and to verbally discuss with our onsite physicians any consult notes and/or recommendations for special procedures or non-routine follow-up care. This information will become part of the resident's health record.

We will also ensure that after the resident's consult, a Wexford Health medical professional sees the patient in a timely fashion, to discuss the outcome of the visit and to ensure the patient understands any information given to him/her.

Wexford Health will make every effort to minimize offsite clinic trips. Our clinical staff will provide routine follow-up care within the DJS facilities to reduce the need for repeat offsite visits. Additionally, a staff physician or PA/NP will review the results of each outside consult to determine if the resident requires continued offsite specialty treatment.

4.4.1.5.8. Pharmaceutical Services

4.4.1.5.8.1 Provision of Pharmaceutical Services

Wexford Health's onsite staff will provide pharmaceutical services in accordance with all applicable NCCHC and ACA standards, at a level sufficient to meet the needs of the DJS facilities. We will require our personnel to abide by all applicable federal and West Virginia regulations relevant to the prescribing, procurement, dispensing, administration, distribution, accounting, and disposal of pharmaceuticals. Wexford Health also accepts responsibility for all legally required mandatory record keeping and accountability for the onsite pharmacy program.

4.4.1.5.8.2 Prescription Pharmaceuticals

Wexford Health understands and acknowledges we will not be financially responsible for the cost of prescription pharmaceuticals.

4.4.1.5.8.3 Over-the-Counter Health Care Products

Wexford Health accepts financial responsibility for the cost of all routine necessary non-prescription pharmaceuticals/over-the-counter health care products for the DJS facilities.

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4.4.1.5.8.4 Non-Formulary Medications

Wexford Health agrees to use the standard West Virginia Medicaid formulary for the majority of the medications our practitioners prescribe. If one of our providers believes a non-formulary pharmaceutical is necessary, we will submit a request to the West Virginia Department of Health and Human Resources (DHHR) Bureau for Medical Services—the agency in charge of administering West Virginia's Medicaid programs—for the drug to be added to the formulary.

If the Bureau for Medical Services rejects our request for the medication to be added to the Medicaid formulary, Wexford Health's Pharmacy Department will contact the prescribing physician to determine if a Medicaid-approved alternative medication can be substituted. If not, we will obtain the drug through our non-formulary process (describe below) and submit a justification notice to the DJS facility Superintendent/Director with a copy placed in the resident's medical file.

Wexford Health directs our providers to prescribe formulary items when at all possible. When we are notified that one of our physicians has written orders written for a non-formulary medication, our pharmacists contact the prescribing physician to discuss potential alternatives and confirm the need for a formulary exception. As part of our Drug Utilization Review (DUR) program, Wexford Health prospectively and retrospectively monitors prescribing at the provider level and communicates with physicians to encourage utilization of formulary medications.

We ask physicians who wish to utilize a non-preferred drug product to submit a written *Non-Formulary Request Form* to the appropriate designated clinician (ours or the client's, depending on the contract), who will review the request for the non-formulary agent. It is the responsibility of the prescribing provider to have all documentation in place to prevent a delay in the delivery of patient medication. Wexford Health provides instructions on requesting non-formulary medication in the policies and procedures manual we issue to each client at the start of our contract.

In emergent or urgent situations, certain senior clinical personnel (e.g., a Wexford Health Regional or Corporate Medical Director) may grant verbal approval for a non-formulary request to be processed by the designated pharmacy for the contract.

4.4.1.5.8.5 Timeframe for Availability of Medications

Wexford Health will work with the approved DJS pharmacy vendor to ensure prescribed pharmaceuticals are available for administration to DJS residents by the day following order submission.

4.4.1.5.8.6 Stat or Emergent Medications

We will also coordinate with the approved DJS pharmacy vendor to ensure state/emergency medications are available for DJS residents in a timely and expedient manner.

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4.4.1.5.8.7 Administration of Medications

As part of our pharmacy program for the DJS, Wexford Health will be responsible for administering medications in accordance with ordered or recommended dosage schedules; for documenting such provision; and for ensuring properly licensed personnel perform all related duties. Our nursing staff will administer prescription medication only upon orders from a West Virginia-licensed physician, psychiatrist, mid-level practitioner, optometrist, or dentist.

We will coordinate with the approved DJS pharmacy vendor to maintain a process whereby the prescribing authority is notified of the impending expiration date of a medication order. This will allow the prescribing practitioner to review the patient's therapeutic response to the medication and make an informed decision to continue (or modify) the order.

We will maintain extensive patient profiles and accurate Medication Administration Records (MARs) for each individual receiving pharmaceutical care. The MAR will contain the patient's name, allergies, diagnosis, practitioner, current list of medications, medication directions, and discontinuation date. This provides a mechanism for safe and efficient medication administration.

Our nurses will observe each resident swallowing the medication; then confirm this has occurred by examining the patient's mouth and cheeks. The nurse then signs the MAR in all appropriate places. If the resident refuses medication, does not show up for pill pass, or does not receive medication for any other reason, the nurse will indicate this occurrence by selecting the appropriate administrative code on the MAR. Wexford Health requires our medication nurses to sign each MAR with their full names and licenses and/or titles.

4.4.1.5.8.8 Ordering of Medications

Wexford Health agrees to provide all equipment necessary equipment for the transmission and procurement of pharmaceutical orders. Whenever possible, we will obtain medications in the Unit Dose packaging preferred by the DJS. Additionally, we will adhere to the preferred DJS dosing schedule of once or twice daily, in all possible cases.

4.4.1.5.8.9 Emergency Drug Kits

Wexford Health agrees to provide (at our expense) sealed emergency medication kits (as permitted by State of West Virginia and federal law) for the DJS facilities. These kits will contain only those antidotes and medications for which immediate administration is required in order to preserve life, control infection, alleviate pain, or modify behavior. At each facility, the Medical Authority will determine the medications and par levels to be included in the emergency kits. Each Wexford Health emergency kit will be accompanied by a reconciliation sheet for all doses. Additionally, our Consulting Pharmacist will monitor and inspect these kits monthly during routine inspections (or whenever the seal has been broken).

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4.4.1.5.8.10 First Aid Kits

Wexford Health agrees to provide and maintain (at our expense) stocked first aid kits for the DJS facilities, including any future residential sites. We agree to maintain a sufficient inventory of medical supplies on hand at the DJS sites to allow us to restock all first aid kits. Our onsite staff will inspect these first aid kits monthly, with an inventory performed on an annual basis.

4.4.1.5.8.11 Consulting Pharmacist

Wexford Health will internally evaluate our program effectiveness throughout the life of the DJS contract, and will proactively ensure the pharmacy program maintains compliance with all federal, state, and local laws and regulations as well as national standards.

In addition to our corporate clinical pharmacists, we will arrange for a registered Consultant Pharmacist to perform regular quarterly (minimum) inspections of the medication room, crash carts, and emergency kits at the DJS facilities. The consultant pharmacist(s) will schedule these visits prior to each Wexford Health P&T Committee Meeting, in order to attend the event and share the results of inspection reports at the meeting, discuss any issues, and assist in the formulation of any necessary administrative actions.

Wexford Health will provide the facility Superintendent/Director with dated, executed documentation of these inspections, including observed areas for improvement and recommendations. We will report any discrepancies to the facility Superintendent/Director immediately. The consultant pharmacist inspections will include any/all of the following components, as applicable to the DJS facility.

- Verification of proper medication charting, documentation, and record keeping
- Review of all medication distribution procedures
- Inspection of the contents of the emergency medication kits and crash carts for outdated or missing items
- Review of inventory control and management procedures
- Removal and replacement of any outdated medications and stock supplies
- Review of all parameters of pharmaceutical care of residents
- Review of medication utilization and individual therapies (drug regimen review)
- Verification of adequate safeguards for all psychotropic and controlled medications including secure, double-lock storage for controlled substances and sharps
- Review of temperature appropriateness for refrigerated medications
- Recommendations for changes
- Implementation of corrective action plans to address recommended changes, as well as the continued assessment of those corrective action plans

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- Executed and dated inspection sheets outlining identified issues, recommendations, and implemented corrective action plans
- Provisions for all other requirements specific to federal or state laws, statutes, or regulations presently or hereafter enacted

Wexford Health will destroy (in accordance with current federal or state guidelines) any Unit Dose medication that (a) is outdated or (b) has been discontinued at the time of inspection.

Within 24 hours of destruction of any DEA-controlled substances, needles, syringes, or other items that present a security risk or risk of abuse, we will provide the facility Superintendent/Director with documentation that includes the signatures of the handler (individual supervising the destruction) and appropriate witnesses.

4.4.1.5.8.12 Medication Storage

Wexford Health commits to storing all medications at the DJS facilities under proper conditions of temperature, light, moisture, ventilation, segregation, and security. We require our onsite personnel to store external medications separately from internal medications; with injectables stored independently from both. Our site-level staff will clearly mark all medications that are outdated, recalled, or discontinued, keeping these items separate from active use medications.

4.4.1.5.8.13 Stop Dates for Controlled Substances

Due to their potential for abuse, Wexford Health ensures all prescriptions for DEA controlled substances have automatic stop orders and periodic review by a qualified provider. As mandated in the RFQ, we will adhere to the following automatic stop dates, unless a different stop date has been previously specified by the prescribing practitioner (or state or federal law mandates otherwise).

- Schedule II & III drugs, except for maintenance medications: 72 hours
- Schedule IV & V drugs: 10 days

4.4.1.5.9. Medical Units

Wexford Health understands the DJS operates a Medical Unit ("MU") at the Rubenstein Center. While this is not a hospital unit and cannot provide a substitute for hospital care, we will ensure the MU complies with all applicable health care standards, including those of the ACA and NCCHC. We will utilize the MU to its fullest clinically acceptable extent, giving careful consideration to each patient's level of acuity as well as the available bed capacity, staff capabilities, and equipment of the Unit.

On a regular basis, we will provide the DJS with appropriate and usefully formatted reports on MU utilization, clinical status of all MU inpatients, and any deterioration in the health status of residents with medical housing status. Wexford Health's MU management program will include the following components.

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- Onsite MU staffing coverage twenty-four (24) hours per day, seven (7) days per week
- Physician on-call coverage twenty-four (24) hours per day, seven (7) days per week
- Written policies and procedures for the provision of care, including a manual (to be kept in the MU) of nursing policies and procedures, medical treatment protocols, and standing orders for medication
- Ongoing direct visual and aural observation of resident patients (i.e., patients are within sight or hearing of a qualified health care professional)
- Creation of a separate and complete MU inpatient medical record upon admission, to be incorporated into the resident's permanent health care record upon discharge
- Admission and discharge on orders of a physician, dentist, mid-level practitioner, or other qualified health professional; Wexford Health will give MU bed priority to residents whose condition merits such care, admitting observation patients if and where beds are available.
- Documented nursing rounds on every MU patient every four hours (or more frequently, as required by patient acuity)
- Documentation of every MU encounter in the resident's MU care record
- Creation of a discharge summary and scheduling of a follow-up appointment with a physician upon discharge, which we will upload to the OIS as specified

Wexford Health will ensure that residents requiring care beyond the capability of the MU are hospitalized at appropriate licensed community health care facilities. Our site providers determine the need to admit a resident to the MU, as well as any need to transfer an infirmity patient to a community inpatient facility. At all times, the treating physician has the authority to send to a community hospital any patient whom he or she feels would be put at risk by attempting to provide treatment onsite.

4.4.1.5.10. Radiology Services

Wexford Health will provide DJS residents with medically necessary and appropriate diagnostic x-ray procedures. We will utilize Quality Mobile X-Ray and American Quality Mobile X-Ray (the vendors with whom we currently contract for statewide radiology services for West Virginia adult offenders) to make available onsite mobile radiology services, including all equipment and supplies. We agree to be financially responsible for all non-emergency radiology services.

We will ensure radiological services are available within 24 hours of the physician's order. For (a) emergency radiology studies required at times outside of normal working hours and (b) specialized studies that are beyond the capacity of onsite equipment or personnel, Wexford Health will utilize the services of a contracted hospital or another appropriately certified local facility. We understand and appreciate that such emergency and diagnostic procedures will be at the expense of the DJS.

We will also retain the services of a licensed radiologist to read x-rays and radiology special studies in a timely manner; notify the site Medical Director or physician of all

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positive findings within 24 hours (immediately upon discovering unusual findings); and compile written reports of findings within two (2) working days of viewing the films. The radiologist will immediately report to the requesting physician any results that require urgent intervention. Upon receiving such a report, Wexford Health will also immediately notify the DJS facility Superintendent/Director.

Our site Medical Director (or other designated physician or mid-level practitioner) will review, initial, and date the radiologist's findings no later than the next working day following receipt of the report. We will document and maintain all radiology reports in the patient's medical record.

In addition, the site-level provider (or appropriate designee) will follow up with the resident to discuss all radiology results. For results of normal/routine x-rays, an RN will provide the patient with the results, but this visit will not replace follow-up by a medical provider. We will document such discussion between the resident (or guardian) and provider in the patient's medical record as a progress note (to be uploaded to the OIS as specified by the Division).

4.4.1.5.11. Laboratory/Diagnostic Services

Wexford Health will provide for medically necessary and appropriate diagnostic laboratory procedures, including phlebotomy, supplies, and testing. We propose to use LabCorp (the vendor with whom we currently contract for statewide lab services for West Virginia adult offenders) to coordinate and monitor laboratory analysis services for the DJS contract. Laboratory services will include the following components.

- Laboratory/diagnostic supplies
- Daily lab pick-up and delivery, Monday through Saturday
- A dedicated printer for the provision of laboratory test results
- Written reporting capability within 24 hours
- Personnel capable of performing the appropriate collection procedures

Our nursing staff will perform routine laboratory tests that can appropriately be conducted onsite using available laboratory equipment and supplies, such as finger-stick blood glucose testing, multiple test dipstick urinalysis, rapid strep test, urine analysis pregnancy test, guaiac stool test, peak flow testing, and hematocrit. In addition, our staff will perform and package blood draws for shipment to LabCorp, so that a qualified laboratory technician from that vendor will be able to perform other diagnostic work, in compliance with all federal and state standards. We will require our laboratory service vendor to provide documentation of routine quality control activities, as requested.

To ensure an appropriate stat turnaround response time, Wexford Health will use the services of a contracted hospital or another appropriately certified local facility for all stat laboratory work. These facilities will convey telephone results immediately to the requesting physician with a written report following by fax or printout.

Wexford Health will implement appropriate policies and procedures for reporting stat and critical values, as well as other non-routine lab results, ensuring that our staff

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members are well trained in these policies and procedures. We will also establish a policy and procedure manual to guide all onsite lab testing (including procedures for the calibration of testing devices) at the DJS facilities. In addition, Wexford Health will maintain a log at each facility documenting the type and number of specimens sent and returned (including specimens sent to the state laboratory). We will immediately report any lost specimens, so that the lab test may be repeated as soon as possible.

A designated on-duty member of our staff will check all test results returned by the lab, forwarding the results and the resident's medical record to the requesting provider for review. Our staff will also notify the on-call provider immediately if any grossly abnormal ("panic") lab value is detected. Wexford Health will document the date and time of this communication (as well as resulting intervention orders) in the resident's health care record. The qualified health care professional receiving the lab results will be responsible for ensuring appropriate intervention is initiated.

A physician will review, initial, and date all lab results, in conjunction with a medical record review, within 24 to 48 hours to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results (in the event that the lab report and the clinical condition of the resident do not correlate, or the results are sufficiently abnormal to necessitate action). Once reviewed, Wexford Health will inform the resident of the test results in a timely fashion, and place a progress note in his or her health record regarding the lab findings. The physician will be responsible to re-order the lab test or make a decision concerning the next appropriate diagnostic step.

4.4.1.5.12. EKG Services

Wexford Health will make provisions for 24-hour per day, 7-day per week availability of onsite electrocardiogram (EKG) services, including all supplies. We propose to utilize the existing DJS equipment (as referenced in Q&A #78) or Compumed (the vendor with whom we currently contract for statewide EKG services for West Virginia adult offenders) to provide these services, which will include the following.

- Onsite orientation and training of qualified health care staff
- Printed computerized interpretation report of EKG with rhythm strip available immediately, to be placed in the resident's chart
- Review by a physician, to determine when a resident may require referral to a cardiologist and/or offsite evaluation
- Cardiologist over-read within one (1) hour for STAT requests, within 24 hours for routine requests
- EKG equipment maintenance and service within 24 hours

4.4.1.5.13. Hospitalization

In our operating procedures for the DJS contract, Wexford Health will include a contract-specific policy requiring all residents to be referred to the closest licensed facility appropriate for their condition. We will utilize only those facilities which meet the legal requirements for a licensed general hospital within the State of West Virginia.

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4.4.1.5.14. Medical Treatment Plans

Wexford Health will develop and implement a special needs treatment program that incorporates best practices, prevention strategies, clinical-practice improvement, clinical interventions and protocols, outcomes research, and information technology.

We will identify special needs residents at intake, during the initial intake assessment and physical examination; and by reviewing intake data in the OIS and individual patient medical records. Our staff will screen and assess incoming residents to identify chronic diseases or other special medical needs, e.g. residents with a history of diabetes, asthma, hypertension, etc.; residents with serious communicable disease; the physically or developmentally disabled; those residents with serious mental health needs; frail residents; etc. Upon identifying a qualifying condition, we will make note of it in problem list in the patient's medical record, in order to support close medical supervision and/or multidisciplinary care.

As part of each special needs resident's initial health assessment, Wexford Health will measure and analyze illness-specific indicators, to establish the patient's degree of control of his or her illness (poor, fair, or good). Based on the identified level of control, we will determine the frequency of encounters necessary to medically manage the illness, and enroll the resident in appropriate chronic or specialty care clinics. These clinics provide a recurring means for our clinical staff to evaluate, manage, and educate patients with regard to their conditions, associated risks, and methods for increased wellness and improvement of their overall health and well-being.

Wexford Health will collaborate with the DJS to establish special needs treatment guidelines that outline parameters for included conditions; frequency of encounters; specifications for laboratory and other diagnostic testing; monitoring of patient compliance; patient education; and assessment of disease control.

For each special needs resident, Wexford Health's clinical staff will create an individualized, physician-approved treatment plan written to fit the patient's particular needs. This treatment plan provides the resident with access to the supportive and rehabilitative services necessary to maintain or improve his or her health. The treatment plan is determined by the needs of the individual, but includes at a minimum such things as medications, dressing changes, therapeutic diets, physical therapy (exercise), type and frequency of laboratory tests, and the frequency of medical follow-up and adjustment of treatment modality.

The typical Wexford Health chronic or specialty care treatment plan also contains the following components.

- Special risks and adjustment needs relevant to the resident, along with treatment to ameliorate such risks and difficulties during the stay in the DJS system
- Direction for the health care and correctional staff regarding their roles in the care and supervision of the special needs resident
- A written initial evaluation by a licensed physician that includes short- and long-range treatment goals
- Baseline and monitoring laboratory work as required, along with other diagnostic tests appropriate for the resident's disease or condition

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- Concurrent treatment plan developed, reviewed, and co-signed by the attending physician (if different from the site physician)
- Regularly scheduled encounters where special needs resident are seen every 90 days (minimum)
- Regular reviews and updates to the short- and long-range medical and/or mental health goals for the resident, reviewed and co-signed by the attending physician, including the appropriate minimum intervals at which the patient should be seen (minimum of every three months)

The site Physician will develop and initiate the special needs treatment plan, which Wexford Health will maintain in the resident's medical record and in the OIS. We will also list any special needs on the master problem list in each patient's medical record. We will maintain a list of special needs patients at each DJS facility and provide the Department with statistical reports describing the occurrence of chronic and specialty care clinics.

4.4.1.5.15. Emergency Health Services

In the event that Department employees, official institutional guests, or contractors become injured or ill while at a DJS facility, Wexford Health's onsite health care staff will immediately respond to the scene to assess and stabilize the patient. If requested, we will arrange for other appropriate medical personnel to be notified and asked to respond. Once stabilized, Wexford Health will coordinate the transfer of the patient to a hospital emergency room for further treatment (if clinically indicated), or will refer the patient to his or her private physician. Any required follow-up care will be the financial responsibility of the person receiving the emergency care.

Wexford Health will ensure these incidents are adequately documented in the event that they should result in worker's compensation claims or other actions. We will not provide routine medical care or medications to DJS staff, Wexford Health staff, or visitors (with the exception of any staff-related services required by our contract).

4.4.1.5.16. Resident Death

Wexford Health agrees to treat any resident death as per West Virginia state statute regarding unattended deaths. As a longtime health care provider in West Virginia, we are familiar with these state statutes and will adhere to them with regard to the DJS contract.

We will inform designated DJS staff immediately of any death regardless of circumstances. Our regional or site-level Medical Director will review the resident's chart and meet with the facility Superintendent/Director (or designee) to provide necessary medical information. In addition, we will provide a confidential death summary report and assist in convening a Mortality Review Committee consisting of one or more members each from DJS operations, the medical department, the mental health department, related clinical disciplines, and the Risk Manager(s).

The Medical Director will then lead the Mortality Review Committee in ensuring that each practitioner involved with the resident during the final events participates in documented interviews regarding the circumstances surrounding the death. This includes outlining the factors involved in the case, including individual

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circumstances; identification of predisposing factors; documentation of medical and security procedures and training; and performance of a psychological autopsy report. The Mortality Review Committee will provide written findings and a summary report—including a written plan, with a timetable, for any identified corrective action—to the DJS using all appropriate reporting forms.

4.4.1.5.17. Areas and Informational Security

Wexford Health accepts the responsibility of ensuring our staff keeps all health care work areas, equipment, and supplies secure; and that information pertaining to security matters and resident health care is properly controlled.

We will not permit any resident or resident visitor to be left unattended or unobserved within any treatment or procedural area at any time. Additionally, we will control entry and access into the assigned health care work areas, making sure that medication, instrument, and/or sharps storage areas are kept locked at all times; and that no non-Wexford Health personnel are left unattended in these areas.

If a resident requires services beyond the onsite capabilities of a DJS facility, Wexford Health will schedule, authorize, and coordinate the provision of offsite specialty services as appropriate. We will coordinate with DJS security and transportation staff to arrange for the resident to be transported to the offsite specialty appointment. In no case will Wexford Health notify the resident in advance of the date or time of such appointments; or provide the resident with any information regarding the name of the consulting physician. We will provide privileged information (i.e., information regarding security in regard to resident care) only on a need-to-know basis.

4.4.1.5.18. PREA (Prison Rape Elimination Act)

In accordance with the Prison Rape Elimination Act (PREA), Wexford Health agrees to adopt and comply with all Juvenile Facility PREA Standards established by the United States Department of Justice. We will allow the DJS to monitor and provide us with technical support in an effort to achieve compliance with PREA standards.

We have reviewed and understand **DJS Policy 151.00, Prison Rape Elimination Act** and agree to abide by this policy with regard to the prevention and/or response to any assaults that occur within the DJS facilities.

4.4.1.5.19. Resident Complaints Regarding Health Care

Wexford Health has reviewed and understands **DJS Policy 334.00, Resident Rights and Grievance Procedures**. We agree to abide by this policy for any grievances/complaints received from residents, their guardians, and/or their legal representation.

4.4.1.5.20. Disaster Plan

Wexford Health will consult with the DJS, the West Virginia Division of Homeland Security and Emergency Management, the State Emergency Response Commission (SERC), and Local Emergency Planning Committees (LEPCs) around the DJS facilities regarding our role in the State's emergency response and disaster plan. We will also

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cooperate and participate in any emergency plans administered by the county, state, or federal government.

For each DJS location, we will put in place—within 60 days of contract award—a disaster plan to provide for the delivery of medical services in the event of a naturally occurring or man-made disaster. We will coordinate our disaster plans with each facility's security program, incorporating the plan into the site's overall emergency procedures and making the disaster plan known to all facility personnel. Our disaster plans comply with all NCCHC and ACA standards. Additionally, we ensure all Wexford Health staff members are trained on their roles within the context of the disaster plan.

As a longtime provider of health services in West Virginia, Wexford Health is very familiar with creating, implementing, and using disaster and emergency plans in the state. In 2012 two devastating storms—the "Mid-Atlantic Derecho" in June and "Superstorm Sandy" in October—hit West Virginia, causing extensive damage and loss of electricity from downed trees and power lines. In both cases, Governor Tomblin declared a state of emergency.

As a result of the June storm, our DOC sites were without phone, Internet, and electricity for days. While emergency generators provided limited power, the early summer's unseasonably hot temperatures complicated processes such as offender housing and medication storage. Despite these challenges, Wexford Health's site-level staff maintained their provision of services, helping to deliver meals and medications to offenders' individual cells. Medical staff at St. Mary's Correctional Center ingeniously created a makeshift infirmary in one housing unit, enabling them to perform hourly checks on handicapped and wheelchair-bound patients; and to provide intravenous fluids to offenders showing symptoms of dehydration. Our personnel's quick thinking kept offenders and DOC employees secure, safe, and healthy until normalcy was restored.

Wexford Health is a proud participant and sponsor of the annual West Virginia Mock Prison Riot. We will continue our involvement in this crucial training that benefits corrections and law enforcement professionals across the country.

Wexford Health staff showed similar ingenuity and dedication during Super Storm Sandy in October. Despite the hazardous travel conditions and power outages caused by severe rain, high winds—and in some cases several feet of snow—our site-level personnel made it to their assigned facilities to provide offenders with necessary health care. At some sites that were severely affected, staff brought extra changes of clothing and stayed overnight to ensure the provision of around-the-clock care.

Wexford Health trains all involved staff on the disaster plan. In addition, we include a review of the health services components of the disaster plan in our initial orientation of new personnel at each of our sites.

We will work closely with the DJS (as well as external agencies such as ambulance services, hospitals, and other local support providers) to review and update each site's disaster plan on an annual basis. Wexford Health will provide each facility Superintendent/Director with a copy of the disaster plan, as well as a contact list for the recall of key health care staff and qualified health care professionals.

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Wexford Health's medical disaster plan for a health care unit typically includes the following components.

- Establishment of a communications system
- Recall of key staff
- Assignment of health care staff
- Establishment of command post
- Establishment of a triage area
- Triage procedures
- Use of ambulance services
- Transfer of injured to local hospitals
- Safety/security of patient & staff areas
- Use and stocking of emergency equipment & supplies
- Medical records identification of injured
- Evacuation procedures (coordinated with security personnel)
- Back-up plan

We will also support the DJS in developing, implementing, and participating in disaster drills. We typically conduct an annual mass casualty drill on a schedule that allows each shift to participate in the exercise. These drills enable us to document items including response time, names and titles of the health staff, the roles and responses of all participants, and observations of appropriate and inappropriate staff response to the drill. Wexford Health uses these critiques to increase and improve our disaster responses.

4.4.1.5.21. Medical Records

Wexford Health will maintain and manage residents' medical records according to DJS policies; NCCHC, ACA, and American Medical Association standards and guidelines; and all applicable federal and state laws, including Health Insurance Portability and Accountability Act (HIPAA) regulations. Our staff members will enter information regarding resident intakes, medical testing, medications, and consultations into the DJS Offender Information System (OIS) in accordance with **DJS Policy 500.05**.

We understand and acknowledge the DJS will retain sole ownership of all resident medical records. Wexford Health accepts responsibility for maintaining each resident's medical record for the length of his/her resident's stay, in accordance with HIPAA rules and regulations.

We believe good charting is not something done primarily for retrospective review of patient care. Resident health records contain vital information that providers use every day. We emphasize thorough documentation as not only a necessary component of good patient care, but also as the best defense against any liability

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claims that should arise, as proper medical records provide correctional administrators with evidence of the patient's course of treatment.

Complete and accurate documentation leads to many positive outcomes, including improved communication among health team members, effective risk management, and the availability of data for statistical purposes. Wexford Health prefers to use the Problem Oriented Medical Records (POMR) method. This assures that the health record is a valuable source of information and a guide for treatment management, as well as a legal record of the services provided. We recommend that documentation in the health record follow the SOAP (Subjective, Objective, Assessment Plan) format.

4.4.1.5.21.1 Medical Record Content and Documentation

Wexford Health will ensure our personnel document each health care encounter utilizing the medical record format and standard medical record forms specified by the DJS. Staff members will upload all resident records to OIS within the time frames indicated in **DJS Policy 500.05**. As stated above, we utilize the SOAP format for health care documentation.

Our staff will establish a separate record for each resident at the time of his or her receiving screening, or upon initiation of a health care intervention, whichever occurs first. We ensure that these health records are sufficiently detailed to enable a practitioner to give continuing care; to permit the retrospective determination of the patient's condition and treatment at the time of examination; and to provide information that will enable consulting medical professionals to render advice on the patient's care and treatment.

The resident charts Wexford Health creates and maintains for the DJS will include the following information.

- Master Problem List
- The completed receiving screening form
- The completed health appraisal form
- All findings, diagnoses, orders, treatments, and dispositions
- Results of laboratory, x-ray, and other diagnostic studies
- Prescribed medications and their administration (medication log sheets)
- Consent and refusal forms
- All suicide forms
- Flow sheets
- Immunization records
- Medical Unit records
- Progress notes
- Medical log sheets
- Health service reports, e.g., dental, psychiatric/mental health, offsite, and other consultations

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- Any special treatment plans
- Release of information forms
- Medical complaint forms
- Signature and title of provider on each document
- Place, date, and time of health encounter
- Discharge summary of hospitalization and offsite procedures
- Discharge plans, as appropriate

After each encounter between a health care provider and a resident, our health care personnel update the patient's health record by the end of each staff shift. This ensures that the providers coming onto the next shift are aware of the medical status of any patient treated during the prior shift. Licensed nursing staff note orders by a physician or psychiatrist and ensure all health care professionals have access to the patient's chart.

4.4.1.5.21.2 Confidentiality of Health Records

Wexford Health will maintain appropriate confidentiality and secure medico-legal access/disclosure to DJS resident medical records. We ensure no information contained in the health record is accessible to residents or correctional staff; and keep all health records separately from the resident's confinement record.

We agree to allow the DJS facility Superintendent/Director (or designee) appropriate access to such records for examination and/or photocopying. On an as-needed basis—and in accordance with HIPAA—Wexford Health will share resident health information with designated DJS and facility personnel under the following circumstances.

- With the informed consent of the resident (or guardian)
- When required by law, e.g., the reporting of communicable diseases
- When the security of the institution or the safety of the individual requires disclosure of such information (and then only to the extent necessary for the protection of the resident and the security of the facility)
- The defense of a cause of action by any resident (or guardian) against the DJS

Only authorized Wexford Health personnel perform transcription of medical information into health records. Wexford Health will comply with the rules, directives, and policies of the DJS and the State of West Virginia concerning confidentiality.

4.4.1.5.21.3 Resident Transfer (Internal)

In the event the Department transfers a resident to another West Virginia DJS facility, Wexford Health will arrange for a complete copy of the entire health care record to be transferred with the resident in the care and custody of the senior transporting officer. (We understand and acknowledge DJS reserves the right to

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transfer any resident within its system for health care reasons, for disciplinary reasons, for classification reasons, or for administrative reasons.) If for any reason we cannot send some component of the resident's health record with the transporting officer, our staff will mail the documentation in question to the receiving facility within 24 hours, at Wexford Health's expense.

4.4.1.5.21.4 Release of Resident Health Care Information

Wexford Health has reviewed and understands **DJS Policy 165.00, Offender Records**. We will release detailed health information to an outside agency only in accordance with this policy (especially §3, Release of Offender Records) and HIPAA regulations.

4.4.1.5.21.5 Record Retention

In accordance with DJS policy and procedure, Wexford Health will give health records for released or deceased residents to those DJS facility personnel responsible for record retention. We understand and acknowledge all medical records are the property of the DJS.

4.4.1.5.21.6 External Transfer of Resident Health Care Information

In the event a resident transfers to another correctional jurisdiction, e.g., another city, county, or state correctional facility, Wexford Health will prepare a resident health care summary sheet to accompany the resident, turning the original (now inactive) medical record over to those DJS facility personnel responsible for record retention. This summary will include (at minimum) the resident's medical history, date of last physical exam, immunization record, current health status, therapy, medications, any current isolation precautions, and future health-related requirements.

4.4.1.5.22. Disposal of Biomedical Hazardous Waste

Wexford Health agrees to be physically and financially responsible for the disposal of all bio-hazardous waste material— including needles, syringes, and other materials used in the provision of health care services—in compliance with state and federal regulations and DJS policies and procedures. We propose to utilize our existing statewide West Virginia contract with Stericycle: a full service medical waste/ biohazard management company that maintains the nation's largest network of medical waste transport vehicles, collection sites, and treatment facilities. As part of our program, we will implement appropriate measures to ensure only biomedical waste material is deposited within the designated containers.

Our program will include implementation of appropriate storage procedures, recordkeeping, transport of waste to appropriate pick-up point, and transport away from each facility, in compliance with industry standards and all other applicable state or federal regulations. Additionally, Wexford Health will train all staff members (including DJS personnel) in the appropriate methods of handling, storing, and disposing of biomedical hazardous wastes.

We understand and acknowledge the DJS considers air filters from air recirculation/conditioning units in rooms that harbor airborne pathogens to be

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biomedical hazardous waste. Wexford Health commits to properly disposing of these items as described in the preceding paragraphs.

4.4.1.5.23. Nutritional Guidelines

Wexford Health believes an appropriate and sufficient diet is critical to maintaining health and reducing the need for medical services. We will coordinate with the DJS food service planning committee to establish menus that meet the requirements for a healthy and nutritious diet while maintaining costs within budget. In addition, when medically indicated and prescribed by a health care practitioner, our staff will request medical diets for those residents (diabetic, chronically ill, pregnant, undergone oral surgery, etc.) with special dietary needs are not met by standard menu options.

At each DJS facility, we will provide a daily list of all residents requiring a special medical diet, and coordinate with the food service manager to order such diets. Examples of medical diets include restricted calorie, low sodium, low fat, pureed, soft, liquid, and nutritional supplement diets. We will prescribe all medically necessary diets in accordance with DJS policy, the *Manual of Clinical Dietetics*, and the *Manual of the American Dietetic Association*.

Wexford Health does not include special diets ordered for religious or security reasons in this category, and will not have responsibility for ordering these. In addition, we order special diets based on "allergies" only after careful review of the patient's need, including a face-to-face discussion with the resident and any relevant past or present history that we can obtain.

Our orders for medical diets will include a description of the type of diet, time parameters that outline the duration for which the diet is to be provided, and any special instructions related to the diet. We will inform and educate the receiving resident about his or her prescribed diet, documenting the encounter and the dietary orders in the patient's medical record. In addition, we will provide nutritional counseling to any resident who refuses to accept or adhere to a prescribed medical diet.

Wexford Health will also provide the services of a registered or licensed dietician to meet with the DJS food service planning committee on a quarterly basis, to provide technical assistance and to approve menus. Each review will verify the diet meets industry (NCHC and ACA) standards as well as the mandates of Child Nutrition; and will include the date, signature, and title of the reviewing dietician on the menu. Our site-level staff will be responsible for tracking and coordinating these quarterly reviews with the dietician.

Additionally, under the supervision of our Regional Medical Director, Wexford Health will conduct an annual review of all current diet authorizations to ensure their medical relevance and compliance with DJS and Wexford Health policy.

4.4.1.5.24. Medical Services for DJS Staff

4.4.1.5.24.1 Pre-Employment Physicals

As part of our DJS contract, Wexford Health agrees to perform physical examinations of all new hires, i.e., a thorough evaluation of the

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applicant's current physical condition and medical history, to be conducted by (or under the supervision of) a licensed physician. We will record the results of each such physical examination on the *Initial Employment and Annual Report of Physical Examination* form provided as **RFQ Attachment #1**.

As part of the physical, we will require each applicant/employee to read and sign a Memorandum of Understanding (as provided in **RFQ Attachment #2**) prior to performing any of the tests listed below. After obtaining the appropriate signature, Wexford Health will place the Memorandum of Understanding in the medical section of the applicant's/employee's personnel file.

- RPR (Syphilis)
- Complete Blood Count
- Comprehensive Metabolic Panel
- Urinalysis
- Lipid Panel
- Electrocardiogram
- Tuberculosis Test

In addition, we will conduct pre-employment drug tests and provide PPD (tuberculosis) testing for all potential new hires. Wexford Health agrees to be responsible for the cost of serum for the PPD tests.

We understand each employee is entitled to have a copy of the completed *Report of Physical Examination* sent to his/her personal physician. Wexford Health will coordinate with the DJS to ensure a confidential copy of the completed *Report of Physical Examination* is securely maintained as part of the applicant's file for a period of two years; or in the employee's DJS personnel file for five years after termination of employment.

4.4.1.5.24.2 Other Services to Be Provided

In addition to the pre-employment physicals described above, Wexford Health will also provide the following services for employees from DJS YRCs and offices as part of our contract. Services will be scheduled prior to being rendered.

- Annual flu shots (including the cost of the vaccine) at employee request, to include requests by staff at any YRC and the DJS Central Office with prior notice
- Annual PPD testing (including the cost of serum) for all staff
- Provision and documentation of Hepatitis B vaccination for any staff member that may request this service; we understand and appreciate the DJS will cover the cost of the serum
- Random drug testing via a basic quick read urine drug screen for any staff members (including contracted staff); we agree to send any test sample showing a positive result to an authorized laboratory for further testing.

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4.4.1.5.25. Quality Management Support Services

To support our comprehensive health care program for the DJS, Wexford Health will provide (at our cost) a comprehensive system-wide suite of quality management services. Within six months of contract award, we will have fully implemented this suite of programs; and will on an ongoing basis provide the DJS with documentation to substantiate the services. We describe below the components of our suite of quality management support services.

4.4.1.5.25.1 Continuous Quality Improvement

For each of our clients, Wexford Health implements a written Continuous Quality Improvement (CQI) or as we call it, our "Quality Management Program" (QMP) for the purpose of monitoring and objectively evaluating the quality and appropriateness of patient care delivered at each facility. Our monitoring and evaluation process is designed to identify, assess, and resolve issues that impact the delivery of health care services and to continually improve patient care services.

For the DJS contract, we will customize our standard QMP (described in the following narratives) to develop and implement a quality assurance program that fits the specific needs of the juvenile facilities. Our standard program includes, but is not limited to, regular physician reviews of patient health records to confirm the quality and appropriateness of treatment procedures; peer review; mortality review; process and outcome studies; an annual review of our health care policies and procedures as they apply to client facilities; and an annual review of the effectiveness of the QMP.

As a result of our 22+ years of experience in delivering correctional health care services, Wexford Health brings the DJS a wealth of experience and knowledge in the concept of quality assurance. Ultimately, this benefits not only the Division, but also residents, staff, and taxpayers through improved health care and controlled costs.

4.4.1.5.25.1.1. Contract-Wide QMP Committee

Wexford Health's Regional Medical Director for the DJS contract will be responsible for chairing our Contract-Wide QMP Committee. The purpose of the Contract-Wide QMP Committee is to review site-level meeting minutes, identify trends in health care compliance across all nine DJS facilities, monitor corrective action planning, offer input into any needed corrective action, and provide higher level monitoring of all issues affecting the quality of care delivered. Our Corporate Medical Directors will review and approve the activities of the Contract-Wide QMP at least annually.

4.4.1.5.25.1.2. Corporate QMP Committee

Wexford Health's senior management staff monitors and reviews the activity and performance of each site-level and Contract-Wide QMP through our Corporate Quality Management Program (QMP) Committee. This committee is comprised of Statewide and Regional Medical Directors, Vice Presidents of

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Operations, representatives of the major medical disciplines, and various departmental representatives, as necessary.

Martha Ingram, RN, CCHP, CPHQ, Wexford Health's Director of Quality Management & Performance Improvement, chairs the committee, which has the ultimate responsibility for ensuring the delivery of quality health care for each facility Wexford Health serves. The Corporate QMP Committee reviews and analyzes all clinical care delivery data, clinical outcomes data, and quality improvement action plans from each Wexford Health operating region. Based on its findings, the Committee makes recommendations to continually improve the quality of the company's health care delivery and to improve clinical outcomes.

4.4.1.5.25.1.3. QMP-Sponsored Staff Meetings

To maintain good communications between Wexford Health clinical staff and DJS site-level custody or other correctional staff, we will coordinate periodic meetings for the purpose of reviewing operations, systems, operating costs, and new procedures or requirements from either the Agency or Wexford Health. Wexford Health incorporates these monthly medical and health care staff meetings into our QMP, taking full advantage of the opportunity to evaluate employee performance and other related clinical care issues. The meetings also provide a chance to introduce new or modified procedures, as well as a forum for staff to express ideas or concerns requiring action or approval.

4.4.1.5.25.1.4. Quality Monitoring and Compliance Reporting

Wexford Health will provide DJS contract monitoring staff with monthly summaries of all QMP activity across the contract, including compliance thresholds, problem tracking reports, and corrective action plans. Additionally, we will report on the activities and results of the program during monthly site QMP meetings or upon request at Agency meetings.

To ensure accurate monitoring and reporting of QMP activities and to document consistent and credible results, Wexford Health has developed a series of data-based quality measurement tools that demonstrate our effectiveness in meeting quality objectives and identify areas that require improvement and/or corrective action. These tools (outlined below) will aid in measuring the degree to which Wexford Health is meeting the mutually agreed-upon QMP principles, objectives, and quality indicators for the DJS contract.

- **Audit reports** summarizing the operational effectiveness of our clinical and administrative processes by percent compliance per category and by category item
- **Backlog reports** that assess proper staffing ratios, productivity, and procedural effectiveness of scheduling for our chronic and acute care programs
- **Disease management reports** that compare the effectiveness of our collective clinical efforts to summary data from nationally recognized disease management outcome measures

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- **Grievance reports** that compile the number of grievances related to health services for each site
- **UM tracking reports** that not only identify problem areas but also showcase superior performance in our real-time operational processes
- **Key financial measures** (budget goals/cost reports) that serve not only as a traditional basis of performance analysis, but also as a secondary source for identifying operational effectiveness
- **Corrective Action Plans (CAPs)** that determine the potential cause or actual cause of problems and prevent their occurrence or recurrence

4.4.1.5.25.1.5. Quality Scorecard

To further ensure our staff complies with contract requirements and provides the required quality of clinical care at each facility, Wexford Health has developed a site-level "Scorecard" review program. The "Scorecard" review is a quarterly audit of key performance indicators, conducted by our internal quality auditors and based on NCCHC standards. The audit covers major clinical functions that are performed at each facility and provides a valid indicator of the effective performance of quality care. Current areas of review include those listed below.

- Sick call
- Infirmary care
- Segregation rounds
- Intake process
- Chronic care
- Mental health
- Medication administration
- Staff training and credentialing
- Quality management
- Mortality review
- Infectious disease
- Use of restraints

Our auditors review and score each of these areas as to compliance with appropriate standards and contract requirements, providing a clear indication of how the facility staff and Wexford Health are performing at the particular location. Wexford Health is willing and able to alter our list of identified review criteria, based on the needs of the DJS.

The "Scorecard" also focuses attention on areas that need improvement, allowing site-level and corporate quality improvement staff to concentrate resources where needed. The program essentially results in a Report Card

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for the facility's medical operations and for Wexford Health's Regional and Corporate Management.

4.4.1.5.25.1.6. Aspects of Care/Clinical Outcomes Measurement

Each year, Wexford Health's Director of Quality Management & Performance Improvement (in conjunction with our clients and Wexford Health Corporate quality committees) identifies key areas of focus for outcomes measurement and performance improvement for the entire scope of clinical operations such as access to care, disease management, and accreditation and state compliance.

Each contracted facility reports this information at the contract-wide QMP Committee meetings and then reports a summary of their findings and plans for improvement quarterly to the Corporate QMP Committee.

To facilitate an annual review of the facility's health services, Wexford Health has developed a series of audit tools that serve as checklists to identify problem areas. Each facility may individualize the tools as necessary to better meet the specific needs and operational requirements of the site. The following aspects of health care comprise the audit tools available to the facility and are used as a basis for corrective action plans.

- | | | |
|-------------------------------|------------------------------------|-----------------------|
| • Access to care | • Receiving screening | • Health assessment |
| • Health maintenance | • Continuity of care | • Infirmary care |
| • Nursing care | • Pharmacy services | • Diagnostic services |
| • Mental health care | • Dental care | • Emergency care |
| • Resident grievances | • Infection control | • Peer review |
| • Medical records | • Administration | • Employee files |
| • Contraband control | • Laboratory services | • Disaster drills |
| • Adverse patient occurrences | • Environmental inspection reports | |

4.4.1.5.25.1.7. Process & Outcome Quality Improvement Studies

Under the direction of the Corporate QMP Committee, each Wexford Health facility performs at least one process quality improvement study and one outcome quality improvement study each year.

The process quality improvement study examines the effectiveness of a process or method used in the delivery of health care services. For example, a study evaluating the use of the SOAP format when documenting clinical encounters will determine whether expectations for consistency, accuracy, or completeness are being met.

The outcome quality improvement study examines whether expected outcomes of patient care or treatment goals are being achieved. For example, an outcome study examining hypertension in patients would be measured

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against the pre-determined expectations for treating patients with high blood pressure.

The findings of both types of studies are summarized and forwarded to the Corporate QMP Committee for evaluation and action.

4.4.1.5.25.1.8. Chart Reviews

Wexford Health's QMP is designed to monitor the quality of the care delivered to our patients. In order to do this, we perform frequent chart review, as the medical record consists of information gathered during and for the care of the patients. For the DJS contract, our assessment will involve monthly inspection of at least 10% of all active resident charts by a qualified health care professional.

Our audit reports utilize a series of standardized checklists and summarize the operational effectiveness of medical processes. This data, which can only be found in the medical record, helps us to achieve positive outcomes and efficiency. Only by reviewing medical data in the patient record can Wexford Health meet the following objectives of our QMP program.

- Establish and validate criteria used to monitor and evaluate patient care
- Ensure timely treatment and continuity of care
- Monitor health care provider performance and practices
- Ensure compliance with national standards and contract requirements
- Ensure appropriate information is shared with necessary disciplines to maintain improve the level of patient care

4.4.1.5.25.1.9. Corrective Action Plans

Wexford Health emphasizes the use of corrective action to determine the potential cause or actual cause of problems and prevent their occurrence or recurrence. When a problem with a process, provider, or policy is identified, the contract-wide QMP Committee will develop a Corrective Action Plan (CAP). This CAP defines the following parameters.

- What the Committee wishes to change
- The action that will be utilized to produce the change
- Specific timeframes for implementation
- Who is responsible for implementing the change

The Committee monitors the data collected through the CAP on an ongoing basis to assess the Plan's effectiveness. If no improvement or resolution occurs, we restructure the CAP. Each contract-wide QMP Committee (and eventually, Wexford Health's corporate QMP) is responsible for ensuring that all corrective action plans are implemented and resolved.

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CAPs will be documented and made available for potential inspection by each facility's Superintendent/Director (or designee) or the DJS Central Office Contract Monitor.

4.4.1.5.25.1.10. Confidentiality of the QMP

Wexford Health maintains and identifies as confidential all records of activities related to the QMP, including meeting minutes, corrective action plans, mortality reviews, and peer reviews. These records shall be the property of the DJS.

4.4.1.5.25.2 Infection Control

Wexford Health will work with the DJS to establish and manage an infection control program that accomplishes the following tasks.

- Monitors the incidence of infectious and communicable diseases (e.g., HIV, TB, HCV, HBV, MRSA, varicella, influenza, etc.) and sexually transmitted diseases (e.g., gonorrhea, chlamydia, syphilis, herpes, etc.)
- Prevents the spread of such diseases with strict adherence to the guidelines of the Centers for Disease Control
- Complies with Occupational Safety and Health Administration (OSHA) regulations
- Transmits the appropriate reports to the state and county health departments, outside hospitals/health care delivery facilities, and the DJS
- Reports all subject infections in accordance with applicable laws.

We will ensure the DJS infection control program meets all applicable professional standards (including those of the ACA, NCCHC, the Agency, and the State) relating to the diagnosis and treatment of infectious disease.

Other vital components of our program include the monitoring and management of nosocomial (hospital-acquired) infections in inpatient units and the general institution units; pediculosis (body lice); sterilization and sanitation practices (especially in dental departments); management of isolation activities; kitchen sanitation (monitored but not managed by Wexford Health); sanitation inspections; the creation and implementation of appropriate policies and procedures; and education and training for both Wexford Health and DJS staff on topics including, but not limited to, infectious disease control and prevention; precautions and appropriate use of personal protective equipment such as hepa-masks; standards for bio-hazardous waste disposal; infection control practices for equipment management; and the availability and accessibility of appropriate protective gear.

We will establish an Infection Control Committee to provide activity reports (through Wexford Health's Quality Management Program) to the DJS, and designate an Infection Control Coordinator who will monitor infectious diseases and report to health departments as required; ensure that the portion of the intake screening relevant to infectious disease is carried out appropriately; monitor that residents are followed through chronic/communicable disease

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clinics with consistent diagnostic testing; and ensure that residents receive treatment consistent with community standards. Also sitting on the Infection Control Committee will be representatives from DJS security staff; medical, nursing, dental, and pharmacy services; and (if applicable) the facilities' kitchen, laundry, and cleaning staffs.

When communicable diseases are diagnosed, Wexford Health will immediately notify site administration and follow appropriate isolation protocols and provide care and treatment following Centers for Disease Control guidelines for managing infectious and communicable diseases. Our program stresses early identification, prevention, and control of infectious diseases. This focus contributes to the overall quality of patient care by reducing the risk of infection. It is also crucial to the safety of residents and staff who live and work in the DJS facilities.

Wexford Health recognizes the importance of educating both health care staff and security staff on the infection control program's policies and procedures, and will provide continuing education through both the Infection Control Committee and our *Infection Control Manual*. The *Infection Control Manual* will provide detailed policies and procedures specifically tailored to meet the needs of the DJS. The site Medical Director will approve the manual.

4.4.1.5.25.3 Utilization Management

Wexford Health maintains a comprehensive utilization management (UM) program for the analysis of onsite medical services and offsite referrals, including review of inpatient hospital length of stays. On a quarterly basis, we will provide the DJS Central Office Contract Monitor with a written plan of action addressing the demonstrated need for outside consultation and inpatient services; a mechanism to facilitate timely and appropriate access to consultations; specialty referrals; and outpatient and inpatient hospitalizations.

As described in detail below, our program addresses non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization for targeted procedures. The program ensures offsite services are appropriate (medically indicated) and that hospital stays are neither longer nor shorter than medically needed.

Our UM program ensures that residents with serious medical needs receive timely, appropriate services, consistent with accepted clinical pathways that have been established for evidence-based care. At the same time, our system ensures that for each patient, our physicians are requesting the most conservative, medically acceptable care that will adequately address the resident's medical needs. If this is not the case, Wexford Health will quickly redirect the requested services to equally medically acceptable, yet more cost-efficient alternatives (if such alternatives are available).

The program is a multi-stage process that reviews and authorizes specialty services and hospital care, ensuring timely and appropriate access to offsite (and atypical onsite) health care services. Wexford Health's UM program differs from those of our competitors in several key ways.

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- **Quality-centered:** Wexford Health's internal quality improvement program monitors the accuracy and effectiveness of our UM nurses on a monthly basis. In 2013, Wexford Health nurses averaged 97.0% compliance, exceeding our target level of 96%.
- **Peer-oriented:** Our Collegial ReviewSM program provides a forum in which physicians can confer freely about cases, discuss best practices, and receive training and support from corporate and medical leaders. This not only leads to improved quality of care, but also promotes a non-threatening professional environment among clinicians, utilization review nurses, schedulers, security staff, and Health Care Administrators.
- **Comprehensive:** The comprehensive nature of our UM program assures effective, efficient oversight of our health care staff's use of facilities, services, and resources. We accomplish this through a combination of prospective, concurrent, readmission, and retrospective reviews.
 - *Prospective review* occurs prior to the delivery of elective care. Wexford Health's collegial prospective review eliminates denial of care as the best plan of treatment, and ensures that care is agreed upon between the physicians prior to a referral submission.
 - *Concurrent review* by a Wexford Health inpatient review nurse and onsite physician begins immediately after admission and continues throughout a patient's hospital stay. Our clinicians are in daily contact with hospital UM staff and the patient's attending physician to ensure the most appropriate treatment plan and timely discharge planning. Wexford Health's concurrent review process has resulted in a 2.8% to 3.6% decrease in Average Length of Stay across our various contracts.
 - In *readmission review*, Wexford Health's UM Medical Directors review all hospital readmissions occurring within 30 days of initial patient discharge. To identify continuity of care issues and opportunities for improvement, Wexford Health researches whether the readmission was preventable, unavoidable, expected, or unrelated to the last hospitalization. The UM Medical Directors then refer such cases back to the onsite Physicians for peer review and further recommendations for quality improvement.
 - *Retrospective review* occurs if a question or concern arises about the quality or appropriateness of care. Wexford Health routinely uses retrospective review of emergency room (ER) referrals as part of a program to educate physicians about using onsite resources to treat injuries and illnesses. In its first year of implementation at one of our large statewide contracts, our retrospective ER review resulted in a 19% decrease in ER referrals across 11 prison facilities.
- **Outcome-focused:** Wexford Health utilizes clinical outcomes as the measure of our success. Our clinical leadership team focuses on delivering outstanding clinical outcomes in the most cost-effective manner. In fact, our aggressive adherence to nationally recognized, evidence-based treatment guidelines for all major diseases (e.g., hypertension, diabetes, congestive heart failure) has allowed Wexford Health to meet and exceed national guidelines for chronic care delivery.
- **Technologically advanced:** Wexford Health offers WexCare, a fully integrated, HIPAA-compliant utilization management, provider contracting,

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and claims management electronic information system for reporting, analysis, and adjudication purposes.

4.4.1.5.25.3.1. Use of Nationally Accepted Criteria

As evidenced by our many years of providing successful medical services to corrections agencies, Wexford Health bases UM decisions and processes on nationally accepted criteria, to manage costs and minimize potential liability for both inpatient and outpatient medical care. We currently utilize the McKesson InterQual Criteria and Milliman Health Care Management Guidelines (MCG) for preauthorization, concurrent review, and retrospective reviews, as well as for discharge planning.

The McKesson InterQual Criteria are developed by McKesson's clinical research staff, which includes physicians, registered nurses, and many other health care professionals. The clinical component is reviewed annually, updated, and validated by a national panel of clinicians and medical experts, including those in the community and academic practice settings throughout the United States. InterQual criteria produces clinical evidence based standards of care. Wexford Health uses the MCG as a baseline for length of stay (LOS) assignment. Milliman has a full time clinical staff that adheres to the industry's most rigorous evidence-based methodology. Both sets of criteria/guidelines provide clinicians with a range of treatment plans and resources that research experts and real world experience have shown to be efficient and effective in delivering appropriate quality medical care.

We license and update these screening criteria at least annually or as new releases occur. In addition, our internal Medical Advisory Committee reviews and approves the criteria annually. Wexford Health applies these nationally accepted criteria as guidelines to determine whether requested non-emergent care is appropriate and medically necessary. In special circumstances, we may deviate from the norm stated in the criteria. Wexford Health's Corporate UM Medical Director makes such determinations on a case-by-case basis.

4.4.1.5.25.3.2. Prospective Collegial Review

Wexford Health's pre-authorization system ensures that residents with serious medical needs receive timely, appropriate services, consistent with accepted clinical pathways that have been established for evidence-based care. At the same time, our system ensures that for each patient, our physicians are requesting the most conservative, medically acceptable care that will adequately address the resident's medical needs. If this is not the case, Wexford Health quickly redirects the requested services to equally medically acceptable, yet more cost-efficient alternatives (if such alternatives are available). In all cases—including referrals that were not approved or had an alternate treatment recommended—we will document the specialty care treatment that was authorized and provided.

We have a comprehensive prospective review program in place to ensure the medical necessity of all requests for specialty consultations; scheduled outpatient surgical, diagnostic, or other non-surgical procedures; scheduled hospital admissions (inpatient or observation); and scheduled courses of

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outpatient treatment. Our prospective review occurs prior to the delivery of elective care and serves to ensure the most appropriate care, at the right time, in the most cost-effective setting.

Wexford Health has established Collegial ReviewSM—a sophisticated prospective review process for referrals that effectively and efficiently meets the health care needs of the resident population. Collegial ReviewSM is accomplished through regularly scheduled (or as-needed) teleconference calls. If necessary, the process can also be performed onsite, through face-to-face encounters. Participants in Collegial ReviewSM meetings typically include the Statewide and/or UM Medical Director, site Medical Director and/or site physicians, Wexford Health's Corporate UM Medical Director, UM Registered Nurses, and the site schedulers. These professionals discuss all proposed non-emergent services and determine the most appropriate and medically necessary approach to the health care issue.

Wexford Health introduced Collegial ReviewSM at two of our regional/statewide contracts in 2002, and the program was instrumental in reducing inappropriate referrals by 30% and 25%, respectively. These figures demonstrate that Collegial ReviewSM improves the quality of referrals being presented, resulting both in fewer referrals and fewer denials. In 2003, the second year of the Collegial ReviewSM program, Wexford Health realized an additional substantial overall decrease in referrals denied as inappropriate, from 11% to 2%. We continue to maintain a less than 2% denial rate.

The Collegial ReviewSM program's proactive team approach—where physicians interact to exchange ideas and share education, experience, and expertise—provides for efficient use of resources and cost-effective health care management. Typical Collegial ReviewSM discussions encompass the following topics.

- Referral requests for offsite services, as well as for some specialized onsite services
- Routine and complex patient management issues; this is 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 selected clinical interventions
- Site-specific operational issues that affect and impact the delivery of medical care
- Services that have a reasonable probability of altering management

Wexford Health's UM staff has access to resources (e.g., Up To Date, MD Consult, Medscape, Internet, etc.) that enable them to resolve many medical issues without the need for specialty consultation. The Medical Director and UM nurses also bring additional expertise garnered from working with Wexford Health's large, diverse offender populations.

Our physicians use research- and evidence-based criteria such as the MCG for average length of stay and McKesson InterQual criteria to determine medical necessity. We update our internal screening criteria annually or as

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InterQual issues new releases—whichever occurs more frequently. Wexford Health's corporate Medical Advisory Committee reviews and approves our internal screening criteria on an annual basis.

The physician dialogue attained through Collegial ReviewSM fosters a non-threatening, professional environment in which knowledge, experience, and ideas are freely discussed and shared. This culture reduces—even prevents—the adversarial relationship inherent to most utilization management processes, allowing Wexford Health's UM Medical Director to better gauge the physical and operational environment of the correctional institution.

Collegial ReviewSM discussions provide an ideal setting in which site physicians can strengthen and reinforce their medical knowledge, utilization of resources, leadership capabilities, attitude, and understanding of Wexford Health's mission. These discussions elicit immediate utilization decisions, thus helping to expedite the scheduling of necessary offsite services, increase sites' operational efficiencies, and ensure contractual compliance.

The physician-to-physician discussion of Collegial ReviewSM results in mutually agreed-upon, appropriate, cost-effective treatment plans. The ready availability of a second opinion and solid clinical discussion supports site physicians by increasing their confidence and reducing any feelings of isolation. These regular discussions also provide an opportunity to review recent medical literature and standards of care. Collegial ReviewSM has proven to be very popular with site physicians. These professionals routinely validate the value of peer support and report an improved quality of resident health care.

Collegial ReviewSM results in significant improvements to all phases of correctional health care. Wexford Health has recorded a decrease in "inappropriate" referral requests, a resultant increase in our approval rate for valid referral requests, and an overall decrease in specialty consults. Through Collegial ReviewSM, physicians are better equipped to anticipate disease progression, practice preventative medicine, and question—prior to ordering the tests—how procedures will impact treatments and outcomes.

4.4.1.5.25.3.3. Concurrent & Retrospective Review Programs

Wexford Health will also provide prospective and retrospective review of all hospital placements to assure inpatient stays are appropriate.

4.4.1.5.25.3.3.1. CONCURRENT INPATIENT REVIEW

Wexford Health's concurrent inpatient review/case management begins immediately after inpatient admission and continues throughout a hospital stay to ensure the resident receives the most appropriate treatment, in the correct setting, with timely and effective discharge planning. Our UM team will hold daily discussions with site and hospital personnel, not only to ensure appropriate length of stay, but also to ensure the DJS can accommodate the resident's discharge needs with

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regard to treatment plans, medication, durable medical equipment (DME), etc.

Our comprehensive concurrent review process includes participation by a Wexford Health UM Case Manager/Inpatient Review Nurse as well as site-level care providers and our UM Medical Director (or designee). On a daily basis, we contact and coordinate with the hospital's utilization management department and the resident's attending physician to develop an appropriate discharge plan. Our case managers also provide each client facility with daily and timely feedback on the patient's inpatient status.

Our UM Case Managers/Inpatient Review Nurses will also collaborate with the DJS on resident transfers—especially those relating to inpatient medical/surgical case management; specialty referrals and consults; diagnostic procedures; surgery; inpatient admissions; discharge planning; and catastrophic case management—to ensure appropriate placement based on medical needs.

Wexford Health UM Case Managers/Inpatient Review Nurses aggressively review inpatient services to expedite the return of residents as soon as clinically indicated or when onsite staff can provide the same level of care in a DJS Medical Unit. High compliance with these protocols expedites discharge planning and results in shorter—yet equally effective—hospital stays. The increased involvement of Wexford Health UM staff with hospital attending physicians (due to our concurrent review process) resulted in a companywide 3.4% decrease in unapproved inpatient days in the first two years of the program. We continue to maintain less than a 2% unapproved rate. Wexford Health will collaborate with community hospital and institutional staff to ensure a similar high standard of services for the DJS.

4.4.1.5.25.3.3.2. READMISSION REVIEW

As part of Wexford Health's readmission review process, we flag all hospital readmissions occurring within 30 days of initial patient discharge for review by our UM Medical Directors. To identify continuity of care issues and opportunities for improvement, Wexford Health researches whether the readmission was preventable, unavoidable, expected, or unrelated to the last hospitalization. The UM Medical Director then refers such cases back to the site physicians for peer review and further recommendations for quality improvement.

4.4.1.5.25.3.3.3. RETROSPECTIVE REVIEW OF CASES & ER VISITS

Retrospective review occurs if a question or concern arises about the quality or appropriateness of a resident's care. Wexford Health uses the data collected in our many UM reports to drive the retrospective review process.

In addition, we apply retrospective review to Emergency Room visits to evaluate their appropriateness, identify trends in utilization of the ER,

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and compose recommendations to decrease inappropriate use of emergency facilities.

The site physician is clinically responsible for the decision to refer a resident to an emergency room for treatment. As part of our Quality Management Program, Wexford Health's Corporate UM Medical Director reviews these ER referrals retrospectively with site physicians. The Corporate UM Medical Director uses these opportunities to train and educate the site physicians about using infirmaries and other onsite resources to treat injuries and illnesses. When we introduced the program, Wexford Health's retrospective review process contributed to a 19% decrease in emergency room referrals for one of our major clients.

For the DJS contract, we will utilize WexCare to produce emergency room rosters and emergency room referral trend reports. This data, combined with our retrospective review of emergency room (ER) referrals, will allow us to support onsite primary care providers in increasing their use of onsite resources to treat injuries and illnesses.

4.4.1.5.25.3.4. Timeframes for Authorizations

Wexford Health's standard is a 48-hour turnaround time for urgent or emergent authorizations; and a 5-business day turnaround time for routine authorizations (measured from the time we receive a completed and accurate referral request).

4.4.1.5.25.3.5. Expedited UM Processing

Wexford Health has established procedures in place for obtaining approval for urgent and emergent referrals without delaying necessary services. As stated above, our standard is a 48-hour turnaround time for urgent or emergent authorizations, and a five-business day turnaround time for routine authorizations. For expedited requests, our UM Medical Directors are available 24/7 to discuss coverage determinations with the attending physician or requesting provider. (Wexford Health provides all such contact information to our contracted sites at the start of a contract, updating it as necessary.) In addition, our UM RNs are available directly from 8:00 a.m. to 5:00 p.m. Monday through Friday, and on-call after hours and on weekends. (The message on our toll-free line provides the current on-call cell phone number that sites can use to contact the UM Nurse on call.)

All UM staff members identify themselves by first name, title, and Wexford Health's company name when answering their phones. Our UM Department returns routine calls (during work hours) within one (1) business day. We return after-hours calls immediately, via the on-call cell phone.

4.4.1.5.25.4 Peer Review

In addition to Wexford Health's formal corporate Human Resource Department policies guiding professional conduct, our corporate Medical Advisory Committee (MAC) is charged with guiding medical and behavioral health practices through the review and adoption of nationally accepted, evidence-based guidelines. As a

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result, we have developed a formalized clinical performance enhancement process or "Peer Review" program—completely separate and distinct from annual performance reviews and our clinical case conference process—that monitors clinicians' practice patterns against published internal Medical Advisory Committee standards, identifies clinicians' strengths and weaknesses, and holds our providers accountable for the integrity and quality of patient care.

For the DJS contract, Wexford Health will require our physicians to undergo a peer review process at least quarterly. These documented assessments will include activities as chart review; medical treatment plan review for special needs residents; and review of offsite consultations, specialty referrals, emergencies, and hospitalizations. Through this process we will ensure our employed and contracted providers are in compliance with MAC guidelines; and providers' contributions to the clinical team are appropriate and supportive of all clinical staff roles.

Wexford Health's peer review program also includes a simple questionnaire that is used to query site-level staff at random (correctional officers, nursing, secretarial, and clerical staff) as to the clinician's ability to communicate, cooperate, respect, and listen; his or her professional appearance and demeanor; comportment; and sense of judgment. We also try to include, when possible and appropriate, a random sampling of patients as to their levels of confidence in their care, the health education provided by the clinician, etc.

If these peer reviews and performance evaluations indicate that a provider has not conducted himself professionally or has performed at a level that does not meet Wexford Health's clinical quality standards, the provider's direct supervisor (usually a Regional or Corporate Medical Director) offers a corrective action plan and follow up in the form of coaching as well as educational opportunities (internal or external to Wexford Health) to see if the deficit can be remedied through such means. If coaching and education are not enough, or if concerns are repeatedly raised, Wexford Health then applies official verbal and written notice/sanctions, as per Human Resources Department policy.

When completed, peer reviews are forwarded to Wexford Health's Corporate Medical Directors for review. We maintain a log of the names of the primary care providers and the dates and results of their reviews, utilizing this information as part of each provider's re-credentialing appointment every two years. Additionally, we will maintain peer reviews onsite at the DJS facilities for potential inspection by the site Superintendent/Director (or designee) or the Central Office Contract Monitor.

4.4.1.5.25.5 Risk Management

Wexford Health maintains a fully developed risk management program designed to manage critical incidents. Our program, headed by a dedicated Director of Risk Management, operates in compliance with all applicable industry health care standards.

For the DJS contract, we will conduct quarterly risk management reviews to include resident mortality occurrence procedures, as well as any threats to the provision of health care to DJS residents. We will make these risk management

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reviews available for inspection by each facility's Superintendent/Director (or designee) as well as the DJS Central Office Contract Monitor.

We partner with a leading national insurance broker and risk advisor to carry insurance that meets or exceeds commonly accepted industry standards. This insurance will generally protect Wexford Health and our client throughout the term of the contract and beyond. But more important than this protection is the prevention of situations that may lead to liability exposure in the first place. That is why Wexford Health takes a proactive approach to risk management.

Not only are we identifying and quantifying our risks, we are also bringing them under control by creating and implementing customized solutions that employ the most effective blend of risk mitigation, risk transfer and risk financing. While it is impossible to avoid all risk in a health care setting, many proactive steps can be designed, tested and implemented up-front to reduce the Division's potential for costly and damaging claims.

By implementing risk control strategies such as loss avoidance, prevention and control, we expect to reduce or eliminate any practices that might lead to litigation. Other key elements of our risk management, some of which are described in detail in other sections of our proposal, include the following.

- Mortality review
- Credentialing process
- Grievance procedure
- Incident reports
- Peer review program
- Policies and procedures
- Quality improvement
- Records and reports
- Regularly scheduled meetings
- Training & education programs
- Industry accreditation

There is an overlap between quality improvement programs and risk management activities. One of the primary roles of Wexford Health's QMP is to ensure that our health care delivery systems function properly. The QMP Committee does this on an ongoing basis by reviewing the care we provide within our contracted correctional facilities and comparing it to predetermined standards of care in order to identify weaknesses and/or areas in need of corrective action. In addition, we analyze data from QMP activities and mortality/morbidity and post-incident reviews to identify issues and trends that suggest opportunities for improvement.

A by-product of the Committee's ongoing review is the identification of factors that contribute to increased risk and liability. Once Wexford Health's QMP identifies these risk factors, we can immediately institute corrective action. This

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proactive, ongoing approach to reducing risk and liability results in improved care for the resident population, as well as a reduction in grievances, complaints, and litigation.

A good risk management program focuses on fixing what is broken, not on placing blame. This results in improved, high quality health care as well as reduced litigation.

4.4.1.5.25.6 Environmental Inspection

On a monthly (minimum) basis, appropriate Wexford Health personnel will collaborate with a designated DJS staff member to monitor institutional food service, housing, and work areas in the Division's facilities. Through these Environmental Inspections, we will identify potential risks to the health and safety of DJS residents, staff, and visitors. We will forward the results of these inspections— along with recommendations for the correction of any discrepancies—to each facility's Superintendent/Director and Safety Officer.

4.4.1.5.25.7 Policy Review

As discussed in detail in §4.4.1.4.1, a Wexford Health Medical Director (and the DJS, to the level the Agency wishes) will review our health service policies and protocols on an annual basis. We will ensure the DJS Contract Monitor is in possession of the most current version of these policies at all times.

4.4.1.5.25.8 Quarterly Reports

On a regular quarterly basis, Wexford Health's Program Administrator will meet with each facility Superintendent/Director to submit statistical summaries and reports on our health care delivery system and the overall health environment.

We understand correctional systems are faced with increasing demand for information related to the financial, clinical, administrative, and managed care aspects of delivering health care to their populations. With this in mind, we have implemented technology to accomplish the following goals and help to meet these complex demands.

- Reduce costs
- Improve the quality of patient care
- Implement patient safety initiatives
- Comply with HIPAA, federal, and state coding regulations
- Measure clinical performance outcomes
- Streamline connectivity between laboratories, hospitals and other external care systems

Wexford Health has long been a proponent of incorporating state-of-the-art technology into our programs in order to provide high-quality health care services for our clients. We will partner with the DJS to review existing/required

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technology needs, then utilize appropriate technology resources as appropriate for operation of the contract.

We obtain the data we enter and track within our IT systems from multiple sources, including site-level data entry (e.g., medical encounter data, dental services data, etc.); corporate office data entry (e.g., amounts of submitted offsite care claims); and third-party vendor systems (e.g., pharmacy vendor software). We look forward to partnering with the DJS to produce agreed-upon standard statistical reports, in mutually acceptable formats and timeframes.

4.4.1.5.25.8.1. WexCare

WexCare—our state-of-the-art medical management information system specifically designed for the corrections industry—is the primary internal system that Wexford Health will use in support of DJS reporting requirements. The fully integrated proprietary software operates at the highest levels of accuracy and efficiency, and is capable of tracking data, generating required reports, and ensuring the ongoing, systematic evaluation of resident health care utilization. We use WexCare to track, process, analyze, and report on offsite health services utilization and cost, provider claims, and provider contracts.

The WexCare system allows our utilization management, claims processing, and provider contracting departments to access information simultaneously. This enables us to verify authorizations deemed medically necessary by our clinical staff, expedite claims processing, and ensure claims are paid according to the proper fee schedules and reimbursement rates. As a result, Wexford Health employees work with far less redundancy and can provide the DJS with extremely accurate health care utilization and cost information.

Our staff members have been formally trained on every component of the WexCare system. Additionally, the software is user-friendly, reducing opportunities for error, and adding to the reliability of this system.

A highly adaptable and flexible tool, WexCare provides clear, concise, current presentations of the reports and analyses correctional clients most often request. The system captures information within a wide variety of parameters in order to identify trends and anomalies. For example, WexCare offers multiple ways to sort data, including adaptive drill-down capability to an individual item or particular activity for analyses that require greater detail.

Wexford Health will collect and tabulate statistical utilization and/or cost data from each of the DJS facilities. Our WexCare system generates a wide variety of standard reports that can be tailored to capture data within specific timeframes, including daily, weekly, monthly, bi-annually, year-to-date, and annually. We also have the ability to further modify these report templates (within reason) to DJS requirements

Through WexCare, Wexford Health can generate more than 400 productivity reports that deliver analyses of clinical costs and utilization. Examples of currently available WexCare reports are as follows.

- Emergency Room Roster

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- Monthly Outpatient Report
- Inpatient Days Summary
- Daily Inpatient Log
- ER Event Summary
- Top 10 Diagnoses by Authorization
- Top 10 ER Diagnoses by Claims

Wexford Health can also provide contract-specific utilization trend reports that capture data on a rolling monthly basis for categories including those listed below.

- Inpatient Days
- Inpatient Admissions
- Outpatient Surgery Referrals
- Emergency Room Referrals

Additionally, Wexford Health tracks and analyzes clinical costs and utilization across care categories on a historical basis. In this way, we can monitor seasonal fluctuations as well as proactively identify potential negative trends, rather than reacting only after paid claims reveal there is an issue.

4.4.1.5.25.8.2. Onsite Utilization Reports

In addition to the reports we generate through WexCare, Wexford Health will also provide the DJS with site-level and contract summary reports on topics including those listed below.

- Summary of health services utilization
- Infection control
- Chronic care
- Health care grievances

4.4.1.5.25.8.3. Candidate Information & Application (CIA) System

It is important for an organization to recruit talented individuals as well as to develop and reward key employees in the organization. Wexford Health maintains an internal **CIA—Candidate Information & Application**—system to electronically manage recruiting functions including job posting, candidate interaction, and agency management.

Our CIA enhances Wexford Health's existing recruiting program by streamlining the traditional paper-based process and building a talent pool for optimal job placement. Our human resources personnel can define job requisitions, post openings, set the full-time equivalency for a position, and store and track applicant data regarding recruitment activities. With this

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information stored and readily available, managers are able to quickly source and identify those candidates who meet specific hiring criteria.

The CIA enables us to efficiently track applicants through the hiring process and to build custom reports that track any job data, including time to fill, cost per hire, and EEO requirements. The CIA is fully automated and allows Wexford Health to have a paperless recruiting department. Additional components of our CIA are listed below.

- A candidate database that utilizes one central location to store all candidate information
- External and internal recruitment websites that enable candidates and employees to search and apply for jobs online
- A Job Posting Portal that drastically reduces the time spent on job posting by providing the ability to post from one location
- A Recruitment Forms Library that contains electronic forms including *Applicant Consent for Drug Testing* and *Equality and Human Rights Commission* forms.

4.4.1.5.25.8.4. TIM: Wexford Health's Personnel Attendance & Payroll System

In keeping with our goal of continually providing state-of-the-art technology-based solutions, Wexford Health has implemented

TIM: our internal **T**alent **I**nformation **M**anagement system.

By customizing industry-leading third-party human resources software, Wexford Health created TIM specifically to meet the unique needs of correctional clients and employees. TIM brings a whole new level of efficiency to our recruitment, scheduling, and reporting functions, enabling us to respond more quickly to client and employee needs.



Through TIM, we can make available detailed personnel records, attendance data, staff vacancy reports, and any other relevant information required and requested by the DJS. This system increases Wexford Health's already high level of human resources efficiency, including recruiting; scheduling; tracking time, labor, and attendance; and processing payroll.

While other correctional health care companies use "ID card swipe" time clock systems, TIM utilizes advanced biometric capabilities. The system identifies employees by recording and recognizing each individual's unique fingerprint, thus reducing clerical errors and preventing staff members from "punching in" for their friends.

TIM also enables Wexford Health to manage a wide variety of compensation and benefit plans, to meet the needs of our diverse, nationwide workforce.

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The system also provides vital information necessary to retain existing employees, reward top performers, and recruit new talent.

- TIM's powerful scheduling and planning tools enable us to deploy the Wexford Health workforce in the most efficient manner. We align labor resources with the needs of our clients, making optimal use of our human capital. This gives us more control over labor costs, improves employee satisfaction with the work/life balance, and reduces any risk of non-compliance with contractual labor agreements or state/federal labor regulations.
- TIM efficiently manages labor resources in real time, using automated business processes to eliminate many routine administrative tasks. This streamlines operations and increases accuracy by eliminating paper timesheets and other error-prone manual tasks. TIM enables us to monitor labor activity as it happens, make proactive business decisions, and better control labor costs with reliable, up-to-the-minute tracking of workforce data.
- Our entire payroll process is automated from source to net, enabling maximum accuracy and efficiency of workforce compensation. TIM virtually eliminates payroll errors. This frees human resource personnel from spending unnecessary time on data entry, error correction, and other administrative tasks. In addition, Wexford Health leverages real-time payroll processing data from TIM to support other mission-critical contract management activities
- TIM manages all types of employee absence, including vacations, medical leave, illness, and tardiness. This gives Wexford Health complete visibility into absence trends and patterns. With better understanding of who is on leave, for how long, and why, we can proactively manage our workforce and make well-informed decisions regarding policy enforcement. TIM provides for consistent, fair enforcement of leave policies, resulting in lower risk of labor actions and increased employee morale.
- TIM has the ability to compile more than 100 reports, based on all aspects of human resources administration. Wexford Health can alter the data fields to include only as much data as needed, for a single employee or an entire group. Reports are customizable for individual clients, and include categories such as the ones below.
 - Performance, goals, and training to ensure compliance
 - Attendance and benefit plan details
 - Compensation details and comparison
 - Compliance information, such as health and safety records for OSHA
 - Equal Employment Opportunity reports
 - Position data by salary, pay grade and job codes, and shift differentials
 - Hours worked by position, by facility, to ensure contract compliance

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4.4.1.5.25.8.5. Financial Tracking & Reporting

Keeping a health care contract in good financial shape requires a dedicated team effort—from the client, the operators, the administrators, and the clinicians. Coaching all of these various elements to financial health is the job of Wexford

Health's **FIT** personnel:
our **F**inancial **I**ntegrity **T**eam.



Made up of seasoned accountants, financial analysts, and reporting experts, the FIT uses industry-leading Microsoft financial software to streamline and enhance our accounting and financial reporting capabilities. These resources provide Wexford Health with great insight into our contracts' business performance and enable the FIT to quickly and effectively respond to external requirements or changing business conditions—a critical ingredient for financial health in today's changing economic climate.

Wexford Health's FIT collects and analyzes information from multiple departments and processes, in order to provide internal and client leadership with strategic analyses of key risk indicators. FIT members have access to real-time data, enabling the Team to build, format, and distribute easy-to-understand reports that aggregate data across the organization. This helps both Wexford Health and our clients to maintain a clear understanding of each contract's financial and operational status.

The FIT increases contract productivity and effectiveness by giving people the information they need to monitor performance, meet compliance deadlines, and make confident business decisions.

4.4.1.5.25.9 Post-Award Conference

Wexford Health looks forward to the DJS Contract Administrator's post-award conference, where we will ensure both parties (Wexford Health and the DJS) have a clear and mutual understanding of all contract terms and conditions; as well as the respective responsibilities of all parties.

4.4.1.5.26. Additional Information

Wexford Health understands and acknowledges the following additional pieces of information provided in the RFQ documents.

1. The "Division of Juvenile Services" is also referred to as the "Division," "DJS," and/or "Agency."
2. We agree to provide all non-medical supplies necessary for the performance of our health care obligations, including office supplies and postage required to provide comprehensive health care services. We also accept financial responsibility for any costs/expenses the DJS incurs as a result of Wexford

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Health staff members' non-business misuse of equipment or services (such as non-business phone usage).

3. DJS is under no obligation to provide any additional equipment except as Wexford Health and the Division agree in writing. In the event Wexford Health provides additional equipment, we agree said equipment will become DJS property. We will inform the facility Superintendent/Director of any such equipment at the time of purchase, including each item's type, cost, brand, model, style, serial number, and area location.
4. Wexford Health will assist the DJS with completing an annual inventory and accountability of medical equipment. At expiration of our contract, we agree to leave all non-consumable materials/supplies and medical equipment in functional working order, to become the property of DJS and the State of West Virginia.
5. We agree to provide for the care and maintenance of all medical equipment. This includes examining all onsite medical equipment, ensuring it is operable at all times, and notifying the facility Superintendent/Director of any needed repairs. We understand and appreciate the DJS will repair or replace any medical equipment unusable due to normal wear and tear. Wexford Health accepts responsibility for damage to equipment resulting from abuse or neglect by our staff.
6. DJS will be financially responsible for necessary ground or air ambulatory transports; and for hospitalizations.
7. DJS will provide all Medical Unit linens (including bedding and hygiene linens) necessary for the provision of medical unit care.

4.4.1.6. Bid Format (RFQ Specs §4.1.6)

Wexford Health understands and acknowledges the State will award the DJS Contract to the bidder submitting the lowest monthly fees and hourly rates (based on the projected usage provided in RFQ Appendix A) for the Commodity Lines described in the RFQ. Therefore, in our separately sealed Cost Proposal, we have provided our most cost-effective pricing for the required categories.

- **Monthly Administration Fee** (all-inclusive monthly fee to cover the cost of managing the Contract), including the following components
 - Statewide supervision of all employees
 - Verification of validity of licenses for all employees
 - Development of operational policies
 - Provision of an on-call physician to consult in emergency cases
 - Contracting for specialized services, e.g., lab work, x-rays, disposal of biomedical waste, etc.
 - Consulting pharmacist
 - Consulting dietician
 - Quality management support services
 - Compliance with all applicable DJS, ACA and NCCHC guidelines

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- **Monthly Maintenance Fee** (all-inclusive monthly fee to cover the cost of maintaining and stocking the Medical Section in each facility) including the following components
 - Sufficient OTC medications to meet residents' needs
 - First Aid kits
 - Stocked emergency drug kits
 - Supplies prescribed by a specialist, including eyewear and hearing amplification devices
 - Radiology services
 - Laboratory/diagnostic services
 - Random drug testing
 - Care, maintenance, and calibration of all medical equipment
 - Office supplies, postage, etc.
 - Medical supplies
- **Hourly Rates for Medical Personnel** (statewide and all inclusive of employee-related costs): Wexford Health understands and acknowledges the hours provided in the RFQ were estimates, provided for bidding purposes only, and do not create any guaranteed level of billing once the contract is awarded. We further acknowledge all billing will be based on the actual number of hours of service provided; and that Physician Assistant and Nurse Practitioner hours are to be used on a PRN basis, not to collectively exceed 50% of the Physician hours billed at any single location.

4.5. Contract Award (RFQ Specs §5)

4.5.1. Contract Award (RFQ Specs §5.1)

Wexford Health understands and acknowledges the Contract is intended to provide DJS with a purchase price for the contracted services; and that the State plans to award the Contract to the Vendor who can provide RFQ-compliant services for the lowest overall total cost (as shown on the Commodity Lines for RFQ §4.1.6.1 through §4.1.6.3).

4.5.2. Commodity Lines (RFQ Specs §5.2)

As instructed by the RFQ, Wexford Health has completed the Commodity Lines in full, to avoid having our bid disqualified. Furthermore, we typed our information into the Commodity Lines, to prevent errors in evaluation.

4.6. Performance (RFQ Specs §6)

Upon contract award, Wexford Health will coordinate with the DJS to create a mutually agreeable schedule for the performance of contract services and deliverables. Since the contract resulting from Solicitation #DJS1500000007 will be an open-end contract, we will perform in accordance with the release orders issued against the Contract.

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4.7. Payment (RFQ Specs §7)

We understand and acknowledge DJS will pay us a monthly fee (as shown on the Pricing Pages we submitted) for all services performed and accepted under the Contract. Wexford Health agrees to accept payment in accordance with the payment procedures of the State of West Virginia.

4.8. Travel (RFQ Specs §8)

Wexford Health agrees to be financially responsible for all mileage and travel costs (including travel time) associated with performance of the Contract. We appreciate DJS will allow us to include anticipated mileage and/or travel costs in the flat fees/hourly rates listed on our bid; and understand the Agency will not pay such costs separately.

4.9. Facilities Access (RFQ Specs §9)

Wexford Health understands and acknowledges that to gain entrance and perform their contracted services our staff members may require access cards and/or keys to the DJS facilities. Should this need arise, we commit to taking the following actions.

- Identify principal Wexford Health service personnel to be issued access cards and/or keys
- Take responsibility for controlling cards and keys, including payment of replacement fees if cards or keys become lost or stolen
- Notify DJS immediately of any lost, stolen, or missing card or key
- Ensure all Wexford Health staff performing under the Contract understand they are subject to DJS security protocols and procedures
- Inform all Wexford Health staff of DJS security protocols and procedures

4.10. Vendor Default (RFQ Specs §10)

4.10.1. Categories of Vendor Default (RFQ Specs §10.1)

Wexford Health understands and acknowledges the State will consider the following actions/conditions to be "vendor default" under the Contract.

- Wexford Health failure to perform the contracted services in accordance with the requirements contained in the solicitation documents
- Failure to comply with other specifications and requirements contained in the solicitation documents
- Failure to comply with any laws, rules, and ordinances applicable to the services provided under the Contract
- Failure to remedy deficient performance upon request

4.10.2. Remedies for Vendor Default (RFQ Specs §10.2)

We further understand and acknowledge DJS has the following remedies available to it upon vendor default.

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- Cancellation of the Contract
- Cancellation of one or more release orders issued under the Contract
- Any other remedies available in law or equity

4.11. Miscellaneous (RFQ Specs §11)

4.11.1. Contract Manager (RFQ Specs §11.1)

Wexford Health proposes to designate and maintain Ms. Mary Westfall, RN, CCHP as the primary contract manager responsible for overseeing our responsibilities under the Contract.

A lifelong resident of West Virginia, Ms. Westfall's background and experience make her a perfect fit to manage Wexford Health's DJS contract. After earning her degree from the WVU School of Nursing through WVU Tech, she spent ten years acquiring practical clinical and management skills in a variety of positions throughout West Virginia. These include Kanawha County Hospice, Summersville Memorial Hospital, and the Plateau Medical Center, where Ms. Westfall managed the facility's in-house skilled nursing unit.

In 1999, she decided to move into the field of correctional health care. Starting as a staff RN at the West Virginia DOC's Mount Olive Correctional Complex—the state's only male maximum-security correctional facility—Ms. Westfall rose rapidly through the ranks and became Assistant Director of Nursing, then Health Services Administrator for the facility.

Ms. Westfall currently oversees Wexford Health's book of business in the State of West Virginia. As our Contract Manager for the DJS project, Ms. Westfall will be available during normal business hours (at a minimum) to address any customer service or other issues related to the Contract. We have provided her contact information below.

Phone: (304) 433-5403

Fax: (304) 632-1153

Email: mwestfall@wexfordhealth.com

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