



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

Request for Quotation

RFQ NUMBER
DJS010234

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 02/01/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF JUVENILE SERVICES TO PROVIDE AN OPEN-END CONTRACT FOR MENTAL HEALTH CARE SERVICES.						
PRE-BID: A MANDATORY PRE-BID WILL BE HELD ON FEBRUARY 21, 2007; 11:00 AM AT THE PURCHASING DIVISION, LOCATED AT 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
ATTACHMENTS: 1. SPECIFICATIONS / BID SCHEDULE 2. AFFIDAVIT						
0001	1	LS		948-74		
MENTAL HEALTH CARE SERVICES						
EXHIBIT 6						
PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT.						
SEE S. 1. IN THE SPECIFICATIONS FOR ALLOWABLE PRICE INCREASES DURING THE LIFE OF THIS CONTRACT.						
EXHIBIT 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
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02/01/2007				

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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p>						

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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

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<p>PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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<p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: DJS010234-----</p> <p>BID OPENING DATE: 03/01/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DJS010234 ***** TOTAL: _____</p>						

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MENTAL HEALTH SERVICES SPECIFICATIONS
REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF JUVENILE SERVICES
RFQ #: DJS010234

FACILITIES TO BE CONTRACTED

The central office for the Division of Juvenile Services is located at 1200 Quarrier Street (2nd Floor), Charleston, WV 25301. However, delivery of services will be at the following locations.

The West Virginia Industrial Home for Youth is located at 7 Industrial Blvd., Industrial, (Harrison County) West Virginia 26375. This maximum secured correctional facility is a 206 bed facility.

The Davis Center is located at Blackwater Falls Road, Davis, (Tucker County) West Virginia 26260. This minimum security correctional facility is a 60 bed facility.

The Vicki Douglas Juvenile Center is located at 900 Emmett Rousch Drive, Martinsburg, (Berkley/Jefferson Counties) West Virginia, 25401. This center is a 24 bed facility which serves residents from the eastern part of the state.

The Northern Juvenile Center is located at 1000 Chapline Street, Wheeling (Ohio County) West Virginia, 26003. This center is a 19 bed facility which serves residents from the northern panhandle of the state.

The Lorrie Yeager Juvenile Center is located at 907 Mission Drive, Parkersburg, (Wood County) West Virginia, 26103. This center is a 24 bed facility which serves residents from the north central part of the state.

The Sam Perdue Juvenile Center is located at 843 Shelter Road, Princeton, (Mercer County) West Virginia, 24740. This center is a 24 bed facility which serves residents from the southern part of the state.

The J.H. "Tiger" Morton Juvenile Facility is located at 60 Manfred Holland Way, Dunbar, (Kanawha County) West Virginia, 25064. This center is a 24 bed facility and serves residents from the south central region of the state.

The Donald R. Kuhn Juvenile Center is located at One Lory Place, Julian (Boone County) West Virginia, 25529. This is a 48 bed facility which serves residents from all over the state.

The J.M. "Chick" Buckbee Juvenile Center is located at One Jerry Lane, Augusta (Hampshire County) West Virginia, 26704. This center is a 24 bed facility which serves residents from the Potomac Highlands region in West Virginia.

The Gene Spadaro Juvenile Center is located at 106 Martin Drive, Mt. Hope (Fayette County) West Virginia, 25880. This center is a 24 bed facility which serves the residents south eastern region of the state.

The Robert Shell Juvenile Center is located at 2 O'Hanlon Place, Barboursville (Cabell County) West Virginia, 25504. This is a 24 bed facility which serves residents in the central western region of the state.

SPECIFICATIONS

The intent of the agency is to provide comprehensive psychiatric and psychological (mental health) services to all juveniles committed to the Division of Juvenile Services. Delivery of these services must be in compliance with WV Division of Juvenile Services' policies and procedures, NCCHC Standards and ACA Guidelines.

- A. Within sixty (60) days of award, vendor will provide the Division of Juvenile Services, policy and procedure manuals to address the mental health related standards in compliance with NCCHC, ACA Standards and the Division of Juvenile Services policies and procedures.
- B. Vendor will provide psychiatric triage to determine the need for psychiatric evaluations for residents currently on medications or all residents that are referred for mental health services.
- C. Consultations will be provided for all residents appropriately referred for mental health services within 7-10 days.
- D. Vendor will provide twenty-four (24) hour a day, seven (7) days a week (24/7) crisis, on-call services. Vendor will also provide quarterly notification(s) in writing to of the mental health professionals' on-call for all contracted facilities, to include names and contact numbers.
- E. Crisis intervention for all residents will be provided as needed.
- F. Assistance with critical incident debriefing upon request of the Division of Juvenile Services, Director or designee.
- G. On-site visits to all juvenile facilities will be conducted quarterly for chart review, signatures and for compliance standards.
- H. A qualified mental health professional shall provide annual updates for all program modules, as well as providing training for all program facilitators and will be responsible for statistical data collection and reporting as well as auditing for quality service delivery.
- I. Vendor will be responsible for employment and payment of any necessary contractual staff and/or agencies necessary for the provision of said care.

- J. The vendor is expected to provide all equipment and supplies necessary for the performance of these obligations except as otherwise delineated within this document.
- K. Vendor will be responsible for prescribing and monitoring all Psychotropic medications with follow-up appointments with the psychiatrist provided a minimum of every ninety (90) days for all residents on an active psychiatric caseload.
1. Physicians will abide by the West Virginia State Medicaid formulary as the primary prescribing source. The Division of Juvenile Services will be responsible for providing all necessary prescription pharmaceuticals. When medications are not covered by the formulary, the prescribing psychiatrist will provide written documentation of the necessity for a non-formulary prescription. Pharmaceutical will be obtained in a timely and expedient manner.
 2. Each Division facility has on-site telemedicine capabilities. When this option is used, it will be the responsibility of the contractor to fax copies of all appropriate documentation directly to the appropriate facilities. Originals will be mailed to the proper facility within twenty-four (24) hours, to be filed in the resident's permanent medical/mental health file.
 3. Orders for necessary prescription pharmaceuticals will be sent to the appropriate facility within two hours of the evaluation completion, or will be phoned in to the designated pharmacy, by the prescribing psychiatrist.
- L. The Contractor shall be responsible for assuring that all the required registrations, licenses, and credentials associated with the operation are active and in good standing.

The Contractor shall provide the Division of Juvenile Services with current resumes and licenses, required by statute, on all applicable qualified health care professional employees as well as those subcontracted professional employees. Licensed individuals, who have license restrictions or mandatory disciplinary stipulations upon their scope of practice, are unacceptable candidates for employment within the correctional setting. All qualified mental health professionals shall possess unrestricted licenses. Mental health professionals who have been convicted of a felony in accordance with any State or Federal law are unacceptable.

1. **Psychiatric Services** – Preferred Board Certified Child and Adolescent Psychiatrist with a minimum of five (5) years experience working with the juvenile population. The psychiatrist will be

responsible for prescribing and monitoring psychotropic medications, conducting intake evaluations on all residents that are referred as new intakes and all residents currently on psychotropic medications. Quarterly follow-up appointments must be maintained for all residents on psychiatric caseload. Psychiatric on-call services must be provided twenty-four hours a day, seven days a week. Peer reviews and additional services to be provided upon request of the Division of Juvenile Services Director or designee.

2. **Program Director** – Must have a Master’s degree in Psychology, Counseling or Social Work with a minimum of five (5) years direct clinical experience working with the child and adolescent population. This experience must include research, curriculum development and implementation of clinical programs with the emphasis on rehabilitation and community reentry to address issues of sex offender treatment, criminology, and trauma. Must have a minimum of three (3) years administrative experience responsible for the organization and implementation of training programs, supervision of program facilitators, program implementation, statistical data collection and data analysis. Responsible for the development of clinical programs.
3. **Psychiatric Clinic Facilitator** – Must have a Bachelor’s degree in behavioral science field or minimum of five (5) years experience working with the mentally ill population in a correctional or detention facility. Must have knowledge of behavior management, psychotropic medications and basic treatment interventions with the mentally ill population. To assist with the psychiatrist as appropriate.
4. **Clerical Support** – Must be certified in or show performance efficiency in Access, Excel and Microsoft word. Other responsibilities as required.

M. Contractor will ensure that all mental health professionals working within a juvenile facility will maintain the security of the facility while performing their duties. Any incident related to the security of the facility will be reported verbally to that facilities administrator immediately, and provide a written incident report within twenty-four (24) hours.

1. All persons will abide by division and/or facility rules and regulations.
2. All persons entering a Division of Juvenile Services facility are subject to search.
3. All vehicles on grounds will be secured with keys removed.

N. Vendor will be responsible for development and maintenance of psychiatric chronic care database for residents receiving mental health services. A computer-generated report will be provided to the Division of Juvenile Services Director or designee on a regular monthly basis. At a

minimum the database will include: Resident Name; DJS #; Facility; Sex; Axis Diagnosis; Medications and Dates for the following events: Initial Appointment; Scheduled Visits and Follow-up Appointments.

- O. The contractor shall provide quality management services to support the provision of the comprehensive mental health services. The Contractor shall be responsible for all costs incurred for these services. Quality management support services shall be system-wide and shall be in place within six months of contract award.
- P. Consultations with the Division of Juvenile Services treatment staff to assist in the development/design and/or implementation of the following plans and programs, in compliance with all federal and state applicable laws with regard to the juvenile population, as well as Agency policy and procedures, ACA Guidelines and NCCHC Standards as applicable:
 - 1. Individualized Treatment Plans
 - 2. Behavior Management Plans.
 - 3. Crime Victim Awareness
 - 4. Batterer's Intervention Prevention
 - 5. Anger Management
 - 6. Trauma Recovery
 - 7. Sex Offender Treatment
 - 8. Continuous Quality Improvement Program to include audits for mental health services.
 - a. Audits will be completed on a quarterly basis and the results will be available upon request.
 - 9. Lesson plans
 - a. Annual research updates and training will be provided to the Basic Academy Classes as recommended by the NCCHC guidelines and as scheduled by the West Virginia Division of Juvenile Services.
- Q. Medical/Mental Health records shall be managed according to NCCHC and ACA Standards. The WV Division of Juvenile Services shall possess sole ownership of all resident records upon resident release from the agency's care and custody. The medical provider will be responsible for and maintenance of mental health records for the length of a residents' stay, in accordance with HIPPA rules and regulations.
 - 1. Confidentiality of health care record

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

2. Resident transfer

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

3. Release of information

Detailed information is released to an outside entity only upon written authorization from the resident or by Court Order.

4. Record retention

Inactive records shall be sealed, properly identified, and archived in the central storage area with the balance of the resident's confinement record. Retention of these documents shall be for the legal requirements of the State of West Virginia or other jurisdiction, if applicable.

- R.** The Contractor shall provide all necessary materials, supplies, and equipment. These shall include, but are not limited to office supplies, including postage, required to provide comprehensive mental health services.
- S.** It is the intention of WV DJS to award a contract for a one (1) year period while reserving the option to renew the contract for two (2) additional one (1) year periods.
1. Any price increase(s) for years two and three shall be reviewed and considered upon each renewal anniversary, based on the Medical Cost of Living Index (U.S. City Average) as published by the United States Department of Labor, Bureau of Labor Statistics or 4%, whichever is lower. This is a three-year contract. One year with the option to renew for two (2) times on a yearly basis.
 2. The Contractor must submit a proposed staffing plan for the delivery of services. The Contractor shall cover periods of absences necessitated by vacations, holidays, and sick leave.

- a. Proposed Staffing Plan – Identify all personnel by function, training and licensing status proposed for delivery of resident mental health care services, including “Full-Time Equivalent” comparison for part-time or on-call personnel; typical staffing patterns which identify duty personnel by function and training for each day of the week. Although the Contractor will be permitted to utilize part-time employees in the staffing of resident mental health services, part-time staff shall not be used to the extent that continuity of care is impaired or staff is not adequately familiar with the specialized nature of the services required for resident mental health care. The Division of Juvenile Services reserves the right to audit the Contractor’s use of part-time staff to determine the impact upon the quality of care provided.
 - b. Provide documentation to specify their use of staff for each of the facilities.
3. The Contractor shall require all employees to be in attendance at annual in-service security training. Costs of this training, with the exception of wages, travel, and incidental costs are to be incurred by the Division of Juvenile Services.
4. With respect to those employees and subcontractors engaged by the Contractor, the Division of Juvenile Services, at its sole discretion, reserves the right to request random drug testing and to demand the immediate dismissal or replacement of any individual who fails said drug screening or who has violated the rules and/or regulations of the Division of Juvenile Services, or who poses a risk or unacceptable threat to the security of the institution. The Division of Juvenile Services shall provide written documentation to substantiate its demand for immediate replacement of the Contractor’s employees or subcontractors.

Appendix A Staffing Plan

(statewide)

Personnel Category	Full Time / Equivalent
Program Director	
Psychiatric Clinic Facilitator	
Psychiatric Services	
Psychological Staff	
Clerical Support/Support Staff	
Total All Staff	

Appendix B Bid Schedule

(all facilities may be +/- 5% population at any given time)

Facility Name	Current Bed Capacity	Anticipated Bed Capacity	Monthly Fee	Annual Fee
West Virginia Industrial Home for Youth	206	206		
Davis Center	60	60		
Vicki Douglas Juvenile Center	24	24		
Northern Juvenile Center	19	19		
Lorrie Yeager Juvenile Center	24	24		
Sam Perdue Juvenile Center	24	24		
Tiger Morton Juvenile Center	24	24		
Donald Kuhn Center	48	48		
Chick Buckbee Juvenile Center	24	24		
Gene Spadaro Juvenile Center	24	24		
Robert Shell Juvenile Center	24	24		

Total all-inclusive fee

\$ _____

RFQ No. _____

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____