



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
COR61359

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS
617 LEON SULLIVAN WAY
CHARLESTON, WV
25301 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/25/2007				

BID OPENING DATE: **10/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR PROPOSAL		
				THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA DIVISION OF CORRECTIONS AND THE REGIONAL JAIL AUTHORITY TO PROVIDE AN OPEN-END CONTRACT FOR INMATE HEALTHCARE AND MENTAL HEALTH SERVICES.		
				MANDATORY PRE-BID: 8/28/2007; 1:00 PM LOCATION: REGIONAL JAIL AUTHORITY 1325 VIRGINIA STREET, EAST CHARLESTON, WV 25301 CONTACT: JOHN ABBOTT @ (304) 558-2544 TO CONFIRM ATTENDANCE		
				ATTACHMENT: SPECIFICATIONS (PAGES 1-92)		
				BASE PROPOSAL: WV DIVISION OF CORRECTIONS ONLY ALTERNATE #1: ELECTRONIC MEDICAL RECORDS SYSTEM (EMR) DIV. OF CORRECTIONS ONLY ALTERNATE #2: JOINT PROPOSAL WITH ONE PROVIDER FOR THE DIV. OF CORRECTIONS AND THE REGIONAL JAIL AUTHORITY		
				THE STATE OF WEST VIRGINIA RESERVES THE RIGHT TO AWARD A CONTRACT IN WHOLE OR IN PART. BIDDERS MUST BID THE BASE PROPOSAL AND ALL ALTERNATES TO BE CONSIDERED.		
0001	1	LS		948-74		
				PROFESSIONAL MEDICAL SERVICES		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



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<p>EXHIBIT 3</p> <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 (4) FOUR (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</p>						

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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</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>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> <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 OWNERSHI</p>						

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<p>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 PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() 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>						

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<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 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>						

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<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> <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.: COR61359-----</p> <p>BID OPENING DATE: 10/11/2007-----</p>						

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BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ COR61359 ***** TOTAL:						_____

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REQUEST FOR PROPOSAL
West Virginia Division of Corrections

RFP # COR61359

PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Military Affairs and Public Safety, Division of Corrections and the WV Regional Jail and Correctional Facility Authority, hereinafter referred to as "Agency", to provide comprehensive medical and mental health services for the inmate population.

1.2 Project:

The mission or purpose of the project is to establish and manage a system to provide for the delivery of comprehensive Health Care and Mental Health Care Services to those adult incarcerated individuals within specific correctional facilities in the State of West Virginia Division of Corrections as the base project and for the Division of Corrections and the Regional Jail and Correctional Facility Authority as a joint project in accordance with National Commission on Correctional Health Care (NCCHC) Standards for health services in prisons, American Correctional Association (ACA) Standards, Division of Corrections policies and procedures, Regional Jail and Correctional Facility Authority policies and procedures, and Title 95 CSR1 for the Regional Jail Authority.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State **will** use in evaluating the proposals received and how the evaluation **will** be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP **must** be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification **must** be addressed to:

John Abbott, Senior Buyer
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 **Vendor Registration:**

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 **Oral Statements and Commitments:**

Vendor **must** clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 **Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 **Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 *Mandatory Requirements.*

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "**must**", "**shall**", or "**will**" are mandatory. The Vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items **shall** result in disqualification of the Vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification **shall** be at the sole discretion of the State.

1.8.2 *Contract Terms and Conditions:*

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia **will** enter into a contract.

1.8.3 *Informational Sections:*

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors **must** complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals **must** be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids **will** be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time **will** be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical proposal response and cost for Base Proposal and Alternate #1, plus seven (7) convenience copies of Base Proposal Technical Response to:

One original technical proposal response and cost for Alternate #2, plus seven (7) convenience copies of Alternate #2 Technical Response to:

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

The outside of the envelope or package(s) should be clearly marked:

Buyer: John Abbott, Senior Buyer
Req#: COR61359
Opening Date: 10/11/07
Opening Time: 1:30 pm

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria*: All evaluation criteria **must** be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost **shall** represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content*: Proposals **shall** be requested and received in two distinct parts: Technical and Cost. The cost portion **shall** be sealed in a separate envelope and **will** not be opened initially.

1.9.4.3 *Technical Bid Opening*: The Purchasing Division **will** open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative **will** read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer **will** confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee **will** review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation **will** be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division **shall** schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors **shall** be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee **will** review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division **will** make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation **must** be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 **Rejection of Proposals:**

The State **shall** select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 **Incurring Costs:**

The State and any of its employees or officers **shall** not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 **Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum **will** be issued by the State to all bidders of record.

1.13 **Independent Price Determination:**

A proposal **will** not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 **Price Quotations:**

The price(s) quoted in the bidder's proposal **will** not be subject to any increase and **will** be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 **Public Record:**

1.15.1 *Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders **shall** become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request **will** be acted upon with duplications fees paid in advance. Duplication fees **shall** apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP.....	07/26/07
Vendor's Written Questions Submission Deadline.....	By 12:00PM 08/10/07
Mandatory Pre-bid Conference... ..	08/28/07
Scheduled Facility Tours.....	08/29-31/07
(Schedules will be confirmed based upon interest, at Pre-bid.)	
Addendum Issued	09/13/07
Bid Opening Date	10/11/07
Oral Presentation	10/25-26/07

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference **shall** be conducted on the date specified above at 1:00PM. Said conference **will** be held at WV Regional Jail Authority Conference Room, 1325 Virginia Street East, Charleston, WV. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit **must** be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and **shall** not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor **shall** periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered **shall** be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or

secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State **shall** have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.19.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or **will** be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or **will** be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor **shall** complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification **shall** be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients **shall** certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 *Vendor Relationship:*

The relationship of the Vendor to the State **shall** be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor **shall** be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, **shall** be deemed to be employees of the State for any purposes whatsoever.

Vendor **shall** be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

The Vendor **shall** not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 *Indemnification:*

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

1.19.6 *Contract Provisions:*

After the successful Vendor is selected, a formal contract document **will** be executed between the State and the Vendor. In addition, the RFP and the Vendor's response **will** be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 *Governing Law:*

This contract **shall** be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 *Compliance with Laws and Regulations:*

The vendor **shall** procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor **shall** pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to **shall** be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and **shall** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State **will** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 *Term of Contract & Renewals:*

This contract **will** be effective (date set upon award) and **shall** extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period **shall** not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate **will** not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

The applicable consumer price index for all urban consumers for "Medical Care Services" (National), with the index base of the previous month's (which will be the last month in the operating contract year) adjustment over/under that same month one year ago will serve as the basis for price adjustments of any subsequent renewals.

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

1.19.11 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency **shall** give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty **shall** accrue to the Agency in the event this provision is exercised.

1.19.12 *Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State **shall** provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State **shall** issue the Vendor an order to cease and desist any and all work immediately. The State **shall** be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order **will** be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

Changes in scope initiated by WV DOC due to housing expansion, new facilities, program changes in facilities, court orders, etc., **will** be negotiated by WV DOC and vendor to effect a contract change order.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor **shall** determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price **will** be impacted by the change, the Vendor **shall** provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage: (Agency Option if appropriate.)

The Vendor **shall** submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments **must** also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports **must** be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment **will** be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages **shall** be imposed as follows below. This clause **shall** in no way be considered exclusive and **shall** not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

Notwithstanding any other provision of this agreement, any time that the Vendor fails to employ a qualified person in any one of the positions according to the approved staffing pattern required by this contract for thirty (30) calendar days or more the payment installment to the Vendor **shall** be reduced by 108% of one-twelfth (1/12) of the annual salary and benefits of the previous incumbent.

Monthly, the Contractor **shall** provide documentation of position and current salaries for the purpose of calculating the damages. The Contractor **will** also provide monthly current staffing deficiencies and the date of termination for each vacant position.

If a position is being worked by a temporary employee or supplemented by overtime for sixty (60) days or more the position **will** be considered vacant until such time as a permanent replacement employee has been employed to fulfill the position requirements and the payment installment to the Vendor **shall** be decreased by 124% of one-fourth (1/4) of the annual salary and benefits of the previous incumbent. WVDOC **will** reduce the seventh month payment to the vendor by the amount equal to the previous six

months vacancy staffing report. The remaining six months of the contract, the amount **will** be reduced on the final months invoice for the specific contract year.

Additionally, should the Vendor assign an employee to work or travel outside the scope of this contract, payment to Vendor **shall** be reduced by fifty percent (50%) of that staff member's annual salary and benefits prorated for the time absent.

Should the vendor fail to maintain NCCHC accreditation at anytime within the life of this contract, the vendor **shall** be assessed as follows:

Mt. Olive	\$100,000
Huttonsville	\$100,000
Lakin	\$100,000
Pruntytown	\$60,000
Denmar	\$60,000
St. Mary's	\$60,000
Anthony	\$30,000
Martinsburg	\$30,000

1.19.16 *Record Retention:*

Vendor **shall** comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor **shall** maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor **shall** have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and **shall** indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at 112 California Avenue, Room 300, State Capitol Complex, Charleston, WV 25305. However, delivery of services **will** be in accordance with specified institutions in this RFP and the reference geographic map also enclosed. *See Attachment A* for Division of Corrections facility location map.

2.2 Background:

The West Virginia Division of Corrections manages sentenced adult convicted felons. The intent of this proposal is to provide comprehensive inmate medical/mental health delivery of services to all incarcerated individuals with the exception of the Northern Regional Jail and Correctional Facility and the Ohio County Correctional Center. Delivery of these services **must** be in compliance with WVDOC policies and procedures, NCCHC Standards and ACA Guidelines. Correctional facilities that have currently achieved NCCHC

Accreditation **must** continue to maintain accreditation during the life of this contract. Agency contact personnel during performance of the contract **will** be identified and conveyed to successful vendor upon implementation of services.

2.3 **General Institution and Site Information:**

The following section **will** contain general institutional information as well as brief site demographics relevant to each facility which **will** include the geographic location of facility, origination history, type of inmate population, average daily inmate census, facility capacity, and health care service particulars.

See Attachment B for list of WV DOC institutions.

A. Anthony Correctional Center

Anthony Correctional Center is located at Neola, Greenbrier County on Route 92, near White Sulphur Springs, WV. The institution houses both male and female youthful offenders between the ages of 18 and 25 years who have been convicted of crimes which are not capital offenses and who, in the opinion of the court, would benefit from a less confining rehabilitative program. The period of confinement is between six months and two years. The facility has a total capacity of 220, housing 172 male and female youthful offenders, 24 regular adult commitment females and 24 adult diagnostic male inmates. The newly constructed administrative building houses a full-equipped medical unit. There are medical and dental including dental x-ray services on-site. ACC generally does not provide dentures. If required, dentures can be obtained with cooperation from the dental unit at the Denmark facility. There is a two bed observation unit. Acute care services are available in Lewisburg, which is within approximately thirty (30) miles of the institution.

B. Denmark Correctional Center

Denmark Correctional Center is located near Hillsboro in Pocahontas County. The site property was formerly a long-term care facility before closure in 1990. The property was acquisitioned by the WV DOC in 1993, and renovated for correctional use. The institution houses medium security adult male inmates. Denmark Correctional Center has a site capacity of 210.

Medical, dental including dental x-ray and optometry services are provided on-site. There are mobile radiology services available. The medical unit has on-site a two (2) bed observational area, which **will** be utilized for observation and skilled nursing care that does not exceed twenty-four (24) hours. Inmates whose health care condition exceeds the twenty-four (24) hour limit or the on-site capabilities of this observational area **will** be transferred to another institution for the receipt of infirmary services. Acute care services are available in Marlinton, which is within approximately fifteen (15) miles of the institution.

C. Huttonsville Correctional Center

Huttonsville Correctional Center is located on a farm near Huttonsville in Randolph County, approximately nineteen (19) miles south of Elkins on U.S. Route 250.

It is a high-level medium security adult male facility with a capacity of 1118.

Medical, dental including dental x-ray, optometry, and non-emergent radiology services are provided on-site. The infirmary has medical isolation capabilities, two negative airflow rooms, and two camera

equipped observation rooms. Acute care services are located in Elkins, which is within twenty (20) miles of the institution.

D. Mt. Olive Correctional Center

Mt. Olive Correctional Center is a 16 building, 426,000 square foot, complex located on a 120-acre site at Mt. Olive, Fayette County. The facility began receiving inmates in 1995. It is a maximum-security facility with an inmate capacity of 1000. A 50 bed work camp for minimum security inmates located on the grounds at MOCC will begin operations July 2007 for a total inmate capacity of 1050.

Medical, dental including dental x-ray, optometry, non-emergent radiology, and in-patient mental health services are provided on-site. The medical unit has a twenty-four (24) bed infirmary including 3 negative air flow rooms. The infirmary has medical isolation capabilities. The medical unit is also equipped with two dialysis chairs, with actual dialysis services under subcontract. Acute care services are located in Montgomery, which is within ten (10) miles of the institution.

In close proximity to the medical unit, but located on a different level floor, there is also a separate in-patient mental health unit with 20 cells.

E. Pruntytown Correctional Center

Pruntytown Correctional Center is located at Pruntytown, near Grafton in Taylor County. The facility, formerly the West Virginia Industrial Home for Boys was reopened as an adult correctional facility in 1985. The WV DOC maintains a long-term substance abuse program on the grounds of the facility. The facility houses minimum-security adult males with a capacity of 359. Medical and dental including dental x-ray services are provided on-site. Radiology and optometry services are provided off-site. There is a two (2) bed observational area. Acute care services are located in Grafton, which is within five (5) miles of the institution.

F. St. Mary's Correctional Center

St. Mary's Correctional Center is located at St. Mary's in Pleasants County. The facility is an adult male facility with medium security level inmates with a capacity of 530.

Currently, they have on-site, medical, dental including dental x-ray, optometry, and radiology services. There are 7 observation beds including one isolation room. Acute care services are located at Sistersville, which is within twelve (12) miles of the institution and at Parkersburg, which is within twenty (20) miles of the institution.

G. Lakin Correctional Center

Lakin Correctional Center is the only all female prison in the State of West Virginia and houses minimum to maximum-security adult female felons. It is located six miles north of Point Pleasant, on State Route 62. Construction of Lakin Correctional Center began in 1999 and completed in 2002, receiving its first female inmates in January 2003. It currently has a capacity for 462.

Lakin has a 12 bed infirmary including 2 negative air flow rooms. Optometry and dental services, including dental x-ray, are provided on-site.

Lakin Correctional Center has purchased 4 modular buildings in order to use as housing for the Mother/Baby Unit. Other than immediate emergency care, the vendor **will** not be responsibility for the provision or payment for any medical services to the child. WVDOC anticipates entering into a partnership agreement with the WVDHHR for these services.

H. Martinsburg Correctional Center

The Division of Corrections completed the endeavor of remodeling the first regional jail that was built in West Virginia into the Martinsburg Correctional Center. The Martinsburg Correctional Center is a 120 bed facility located approximately one half mile east of Martinsburg, off State Route 19.

The facility's main objective is to serve as a male offender intake unit for the West Virginia Division of Corrections. The inmates **will** remain at this facility for approximately 60-90 days before transfer to their assigned facility the inmate was classified for. The medical unit at Martinsburg has no observation beds. Dental services are provided on-site, however, Martinsburg does not have dental x-ray.

The mission of Martinsburg is being re-examined. Should the mission change during the life of this contract, impacting service levels, a change order **will** be initiated.

Total WVDOC inmate capacity for the provision of comprehensive direct health care-mental health services is 4069.

I. Beckley Correctional Center

Beckley Correctional Center is located in Beckley, Raleigh County. It has an inmate capacity of 68 and operates as a co-correctional therapeutic community treatment program for those individuals convicted of third offense felony DUI.

Vendor will be responsible for only providing pharmacy consultation appropriate with West Virginia regulations. Inmates at this facility receive outside community medical services with cost shared by the Inmate and the facility.

J. Work Release Centers (Charleston/Huntington)

Currently there are two work release centers in the system; one is located at Charleston, Kanawha County, and the other at Huntington, Cabell County. Inmate capacity at each facility is 66.

Prior to transfer to work release centers, inmates are medically fit for work, dentally sound (any/all dental treatment complete & on routine six month evaluations), and are expected to have current prescriptive corrective lenses if applicable. In order to facilitate continuity of care, when any inmate receiving prescription medication is transferred to a work release center, a minimum of a ten (10) day supply of medication **shall** accompany the inmate to the work release center, as well as one written prescription for a thirty (30) day supply of medication. This permits the work release center sufficient time to arrange for an appointment for follow-up care with an area physician.

Inmates at work release centers are responsible for non-emergent medical, dental radiology, and optometry services.

Vendor will be responsible for providing pharmacy consultation appropriate with West Virginia regulations.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

See Part 2, 2.2.

3.2 Scope of Work:

The West Virginia Division of Corrections (WV DOC) is accepting proposals for the provision of comprehensive health care and mental health services for incarcerated adult felons at the following adult Correctional Facilities:

1. Anthony Correctional Center, (ACC)
2. Denmar Correctional Center, (DCC)
3. Huttonsville Correctional Center, (HCC)
4. Mt. Olive Correctional Center, (MOCC)
5. Pruntytown Correctional Center, (PCC)
6. St. Mary's Correctional Center, (SMCC)
7. Lakin Correctional Center (LCC)
8. Martinsburg Correctional Center (MCC)
9. Beckley Correctional Center, (BCC)*
10. Charleston (CWRC) and Huntington (HWRC) Work Release Centers *

** Limited services to be defined later.*

The purpose of this document is to provide information by which to solicit proposals for a vendor to establish and manage a system which **will** provide for the delivery of comprehensive health care and mental health services to those adult incarcerated individuals within those aforementioned correctional institutions within the State of West Virginia.

I. Operational definition/glossary of contract terminology

Operational definition/glossary of contract terminology **will** incorporate definition of terms from the glossary of current American Correctional Association (ACA) and National Commission of Correctional Health Care (NCCHC) Standards for Health Services in Prisons as well as commonly utilized terminology from within the various health care disciplines. Glossaries are located in current ACA and NCCHC Standards.

II. General Provisions

A. Comprehensive Health Care and Mental Health Services

The Vendor **shall** provide all services necessary to provide comprehensive health care to all inmates under the care and custody of the WV DOC institutions designated within this document.

The Vendor **shall** be responsible for the provision of on-site and off-site general medical, dental, optometric, and mental health specialty or diagnostic and ancillary services.

The services **shall** also generally include the employment and payment of Contractual staff and agencies necessary for the provision of said care.

The Vendor is expected to provide all equipment and supplies necessary for the performance of these health care obligations except as otherwise delineated within this document.

The Vendor **will** make every attempt to schedule the delivery of all non-emergent services so as to coordinate within the operations and security schedule of each institution. In the event of a conflict, the security and operations of the institution **must** take precedence.

B. Standards of services.

All comprehensive health and mental health care services provided **shall** be in compliance and accordance with the following:

1. All applicable federal legislation;
2. All applicable statutes, regulations, rules and any "standards of care" implemented by the State of West Virginia ("State");
3. Any applicable court orders/mandates;
4. Policy directives of the WV DOC;
5. American Correctional Associations (ACA) standards (most current)
6. National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Prisons (most current edition)
7. The Vendor is expected to provide the WV DOC with the most current copy of the Vendor's policy and procedure manual, the Vendor's physician's medical protocols, and the Vendor's nursing protocols after award of contract but prior to commencement of contract services.
8. In the event medical detoxification services are necessary, ASAM, American Society of Addiction Medicine, criteria **will** be adhered to.

In the event of a conflict in standards, the higher standard, **shall** prevail.

C. Work Stoppage

In the event of a strike, slowdown or full or partial work stoppage of any kind by the employees of the Vendor, the Vendor hereby acknowledges its responsibility to continue to perform its obligations under

this contract and **will** indemnify the WV DOC of any reasonable losses it may incur in the event of a strike, slowdown, full or partial work stoppage by Vendor employees.

D. Reports, Statistics and Meetings

The Vendor **shall** furnish monthly reports and statistical data in the detail and format specified by the WV DOC, to include Inmate Medical Co-Pay information. A monthly meeting is to be held with the Warden and/or his/her designee and other staff as appropriate to review services provided for the previous month.

E. Compliance with DOC Policy Directives/Staff Notices

All Vendor employees are responsible to comply with all applicable WV DOC Policy Directives and Facility Staff Notices/Operational Procedures.

F. Accreditation

The Vendor **shall** maintain all current levels of accreditation held at each institutional site at the Vendor's expense and provide proof thereof. The Vendor **will** comply with all ACA accreditation measures established within each facility.

Currently, the following locations are NCCHC accredited: Anthony Correctional Center, Denmar Correctional Center, Huttonsville Correctional Center, Lakin Correctional Facility, Mount Olive Correctional Complex, Pruntytown Correctional Center, and St. Mary's Correctional Center.

The Vendor **shall** maintain and keep current all documentation that may be necessary for any accrediting audits. Vendor **will** be responsible for NCCHC re-accreditation costs at all sites:

<u>Date Accredited</u>	<u>Institution</u>
2006	Anthony Correctional Center
2006	Denmar Correctional Center
2006	Huttonsville Correctional Center
2004	Lakin Correctional Center
Projected Late 2007	Martinsburg Correctional Center
2005	Mount Olive Correctional Complex
2006	Pruntytown Correctional Center
2006	St. Mary's Correctional Center

The following facilities are ACA accredited: Anthony Correctional Center (re-accredited January 2007) and Lakin Correctional Center (accredited May 2007).

The WV DOC **shall** assume all costs associated with ACA Accreditation and ACA Re-Accreditation.

G. WV Vendors

All contract medical and mental health services (hospital, specialty referrals, optical, etc.) **shall** be West Virginia providers, preferably in the community, if possible. The Vendor should make every effort to purchase medical/ pharmaceutical supplies from West Virginia businesses.

H. Utilities

The WV DOC at each institutional site **will** provide all necessary utilities, including institutional phone lines for local calls. The Vendor is responsible for the actual cost of long distance calls, as well as all other transmittal costs for FAX, long distance, etc. Vendor is responsible for all postage costs incurred to provide services. Telemedicine line charges **shall** be the responsibility of the Vendor.

I. Maintenance and Housekeeping

The WV DOC at each institutional site **will** provide for the general maintenance and housekeeping, to include cleaning supplies, in the areas where the Vendor is to provide health care services. The Vendor is responsible for ensuring that the cleanliness and sanitation of the medical unit, clinical area, and infirmary area is in compliance with standards of the medical community in general.

J. Transportation

The WV DOC **shall** provide for the security transportation via state vehicle of incarcerated persons for outside medical services to any location, as the Vendor may deem necessary and appropriate for the health care of such person. The Vendor **shall** arrange and pay for the use of any emergency medical transportation vehicle, such as ambulances and medically equipped helicopters, as deemed necessary and appropriate for emergency transportation.

K. Security

It is understood and agreed upon that the WV DOC **shall** be responsible for the provision of security to the Vendor's employees and staff and that said security **will** be provided according to the same standard as that provided to WV DOC employees. It is further understood that the responsibility for DEA controlled substances and any other health care supplies or equipment that may jeopardize the security of the institution is the responsibility of the Vendor.

L. Inmate Transfers

The WV DOC reserves the right to transfer any adult WVDOC inmate, within a facility and/or between facilities. If an inmate is physically transferred from the Work Release Centers or Beckley Correctional Center to another facility, the facility from which that inmate is transferred (Work Release Centers/Beckley Correctional Center) is responsible for medical expenses up to the date of transfer, at which time the receiving facility **will** be responsible for provisions of services in accordance with contract services.

III. Health Care Services

Health care services provided at the expense of the Vendor **shall** include the following:

A. Administrative Services

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

The Vendor **shall** be responsible for ensuring that its staff reports any problems and/or unusual incidents to both the institutional CEO or designee. This includes, but is not limited to, medical, security-related and personnel issues that might adversely impact upon the delivery of health care services or the security needs of the institution. This reporting may be initiated either verbally or in writing. However, any verbal communication **must** be followed up with written documentation form within twenty-four (24) hours of the problem/incident.

The Vendor **shall** provide the Agency information regarding the inmate co-pay system in a format designed by the WV DOC regarding the utilization of services. All funds received for health care services **shall** be deposited in a WV DOC account.

B. Vendor Personnel

The base compensation **shall** reflect the vendor's system-wide complement of staff necessary to provide the health care and mental health service according to the vendor's proposal. This includes the number of Full-Time Equivalents (FTE's), their classification title and the distribution of staff among facilities.

Attachment C provides information on current staffing per facility for vendor reference only.

The Vendor **shall** provide adequate qualified medical/mental health care professionals for the provision of the aforementioned health care services in compliance with NCCHC Standards.

The Vendor **must** submit a proposed staffing plan for the delivery of services delineated within the RFP. The Vendor **shall** cover periods of absences necessitated by vacations, holidays, and sick leave. The vendor **will** comply with all keeping requirements set forth by the WV DOC to ensure that the integrity of the staffing plan is met.

The Vendor **shall** be responsible for providing educational services for all health services staff. The Vendor's contractual relationship with qualified health care professionals **shall** provide for support of continuing education activities required for maintenance of licensure. All qualified health care professions are required to participate in annual continuing education.

The Vendor **shall** be responsible for assuring that all the required registrations, licenses, and credentials associated with the operation are active and in good-standing. This includes, but is not limited to, medical, dental, physician assistant (PA), nurse practitioner (NP), nursing, optometry, radiology, and other licenses, DEA registration, as well as registration with appropriate State Boards. The Vendor **shall** provide the WV DOC with current resumes and licenses, required by statute, on all applicable qualified health care professional employees as well as those subcontracted, if applicable, professional employees. All qualified health care professionals **shall** possess unrestricted licenses.

All persons working within any unit covered by the contract, whether, Physician (MD, DO, DDS or otherwise), nurse, nurse practitioners, RN LPN, physician assistant or any other individual providing health care **shall** be insured by the contractor to the same limits as required of the contractor and such insurance or coverage **shall** be paid for and provided by the contractor.

In order to be assigned to a facility under the control of the WV DOC, all contract and subcontracted employees **must** pass a background investigation conducted by the WV DOC or its designee. Such investigation **shall** be the equivalent of the investigations conducted for all WV DOC applicants. Health professionals who have been convicted of a felony in accordance with any State or Federal law are

unacceptable. The WV DOC **shall** reserve the right to deny employment of any proposed staff member without cause.

The Vendor agrees to require all newly hired employees to attend a 40-hour training and orientation program provided by the WV DOC. When such a training program is available, the Vendor **shall** require such employees to be in attendance prior to engaging in the delivery of health care services within the correctional setting. If training is unavailable, the institutional CEO may grant a waiver until the next training class convenes. The 40 hour training and orientation **will** be provided on site at each location as well as annual in-service training. Vendor **will** be responsible to insure there is no lapse in service to the institution during any training.

The Vendor **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 WV DOC. Professional training hours may be substituted for a portion of the required institutional annual in-service, as approved by the WV DOC.

With respect to those employees and subcontractor engaged by the Vendor, the WV DOC, 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 WV DOC, or who poses a risk or unacceptable threat to the security of the institution. WV DOC **shall** provide written documentation to substantiate its demand for immediate replacement of the Vendor's employees or subcontractor. The employee **will** not be formally dismissed until there has at a minimum been discussion between the WV DOC and the Vendor regarding the rationale for the WV DOC's request.

The WV DOC reserves the right to reassign FTE's among the various sites throughout the state based on need and site mission. The vendor, with sufficient justification, may also request the reassignment of FTE's throughout the state. The WVDOC **will** consider and approve/disapprove the request.

All individuals involved in the direct care of inmates **shall** be qualified health care professionals. No inmates are to be involved in the provision of health care services. Inmates may only provide house-keeping/custodial services.

C. Vendor Services Provided to WV DOC Staff

The successful vendor **will** offer/provide the following health care services to WV DOC staff at each institutional site:

- The scheduling and performance of a limited, medical examination for all applicants for employment with the WV DOC, to include a two-step tuberculin skin test, within five days of request;
- The scheduling and performance of annual, limited, medical examinations for all Correctional Officers;
- The provision to all employees of an annual two-step tuberculin skin test.
 1. These exams **will** be at no charge to employee or WV DOC. Testing for Beckley Correctional Center and Charleston Work Release Center **will** take place at the Mount Olive Correctional Complex. Testing for Huntington Work Release Center **will** take place at Lakin Correctional Facility. *See Attachment D.*
 2. The Vendor **shall** provide emergency/first aid services to any staff member who becomes ill or injured while on duty as outlined in the Emergency Health Services section of this document.

3. The Vendor **will** offer and provide Hepatitis B immunizations to all WV DOC institutional staff who desire vaccination at no charge to the WV DOC or the employee.
4. The administration of influenza vaccine **shall** be offered to all staff. The cost of this vaccine **shall** be at no cost to the WV DOC or the employee.
5. Provide training to staff in areas identified to be in need in which health care staff demonstrates expertise or as requested by the CEO of the institution. Examples of such training are infectious diseases and hazardous material clean up.
6. WV DOC Employees, Contractual employees, official institutional guests, and institutional visitors **shall** be provided Emergency Health Services if necessary by the Vendor and at no cost to the individuals.

D. Emergency Offender Health Services

Emergency health services **will** be provided at contracted facilities by qualified health care staff and in accordance to NCCHC and ACA Standards. The Vendor **shall** make provisions and be responsible for all costs for 24 hour emergency medical, mental health and dental care, including but not limited to 24 hour/7days per week on call services. The Vendor **shall** ensure availability of emergency treatment through pre-arranged agreements with community agencies. The Vendor **will** coordinate all emergency transfers with facility security staff.

All contractual sites **will** have at a minimum, appropriate qualified health care professional staff on-site twenty-four (24) hours per day, seven (7) days a week. This may also necessitate the physician's return to the site location after normal scheduled hours.

E. Disaster Plan

The Vendor **will** adopt and have in place within sixty (60) days of contract award a medical disaster plan to provide for the delivery of medical services in the event of a disaster, either naturally occurring or man-made. The medical disaster plan **shall** be in compliance with ACA and NCCHC standards of care. All health care staff **shall** be trained in their roles within the context of this plan.

The Vendor **shall** provide the institutional CEO's with a copy of the plan, as well as a contact list for recall of key health care staff and qualified health care professionals.

F. Non-Emergent Health Services

1. General provisions

All non-emergent health care services **shall** be in accordance with ACA and NCCHC standards of care. The Vendor **will** work with the WV DOC to coordinate the provision of these services within security parameters.

2. Inmate Screening/Assessment

All receiving and transfer screenings, mental health screenings, and health assessments, **shall** comply with the guidelines delineated in the most current ACA and NCCHC Standards for Health Services in Prisons.

3. Sick call

Sick call **shall** be conducted within the parameters of ACA and NCCHC standards. During normal operations, sick call **will** be conducted in the designated medical unit for general population inmates. Offenders housed in segregated units may be handled within their unit or at specified times in the medical unit. A primary care physician **shall** be on-site providing direct patient contact. The standard for direct patient contact is not inclusive of the time required for administrative tasks, such as chart reviews, cosigning charts, review of diagnostic reports, and attending meetings. Additionally, the physician/patient ratio **will** be increased in certain institutions, such as those with large numbers of inmates in segregation or those with high number of chronically ill, frail/elderly, or high acuity level inmates.

The WV DOC **will** coordinate facility sick call schedule with the vendor. Although this schedule **will** be given priority, the security needs of the facility **shall** prevail. The Agency **will** provide sick call forms and secure collection points. The vendor **shall** retrieve sick call forms.

4. Dental services

Dental care services are to be provided in accordance with ACA and NCCHC standards. All dental services **shall** be provided under the direction and supervision of a dentist licensed by the State of West Virginia.

Dental laboratory services and all prosthetics **shall** be the responsibility of the Vendor. If an inmate has been edentulous for some time before being admitted into the custody of the WV DOC, an evaluation **shall** be made on an individual basis to determine the need for prosthetic devices and/or dentures.

Pursuant to court order, dental prosthetics for cosmetics purposes, specifically front teeth replacement, **shall** be provided at least six (6) months prior to the first possible release date.

5. Optometry services

Optometry examinations and treatment **shall** be provided on-site at every correctional center with the exception of MCC and ACC, so as to adequately attend to the needs of all inmates. Adult commitments assigned to the ACC **shall** be transported to DCC for optometric services as medically determined. The WVDOC **will** provide security transportation at no cost to the vendor. It is the responsibility of the Vendor to provide all equipment necessary for providing these on-site services at PCC. WVDOC **will** provide all equipment necessary for these on-site services at all other locations. Treatment and care beyond the scope of expertise of the optometrist **shall** be referred to an off-site specialist.

Generally, inmates who have 20/40 vision acuity or better and at least one eye uncorrected with neither eye being less than 20/40 corrected **will** not be issued corrective lenses unless he/she presently wears corrective lenses or has worn corrective lenses within the last two (2) years.

An indication of need for further examination would be if the visual acuity is not at least 20/40, or if the intraocular pressure is above 20. Furthermore, if a disease process merits visual evaluation, additional follow-up and treatment **will** be performed. Routine eye examinations **will** be performed every two years.

The Vendor **shall** not be responsible for any treatment or care involved in the use of contact lenses. Inmates who opt for use of contact lenses while incarcerated **will** be solely responsible for the purchase, care and maintenance of same.

There **shall** be no sunglasses or tinted lenses unless medically indicated; that is, the inmate's ophthalmologic integrity would suffer or be compromised without the use of these lenses.

6. Auditory services

Auditory services **will** be provided as follows:

A hearing examination **will** be performed by a licensed audiologist when indicated by the results of health appraisals or assessments. Vendor is responsible for the purchase and provision of hearing amplification devices and batteries, and for any repairs to hearing amplification devices, unless it is evident that the impending repair is the result of intentional misuse. If the aforementioned is the case, then the inmate **will** be responsible for the cost of the repair. If a hearing amplification device is indicated, the Vendor **will** not be expected to render payment for more than one amplification device per person per three-year period, unless medically required.

7. Referrals to off-site health care providers

All off-site referrals **shall** be at the expense of the Vendor and are to be applied towards the catastrophic capitation limit. The Vendor **shall** make referral arrangements per a Utilization Management Plan for off-site specialty treatment and care for those inmates whose health condition warrants the same or for those problems, which may extend beyond the capabilities of the primary health care provider.

All off-site referrals **shall** be coordinated with WV DOC institutional staff. The Vendor **shall** endeavor to consolidate the scheduling of appointments and services for inmates with community physicians, hospitals, and other health care providers and services. Every effort **shall** be made to minimize the impact upon security staff who **must** transport and provide custody to inmates during off-site referrals. There may be rare occasions, due to the non-availability of transportation vehicles, that non-urgent appointments **must** be rescheduled. The WV DOC **shall** make every available effort to accommodate all off-site referrals.

8. Pharmaceutical services

Pharmaceutical services **shall** be provided in accordance with standards. The Vendor **shall** develop a proposed formulary and submit a copy thereof to the WV DOC for review. It is recommended that the formulary is utilized for the majority of prescribed medications.

The Vendor **shall** be responsible for the provision of all necessary pharmaceuticals, to include prescription & non-prescription, to the institution. Pharmaceuticals are expected to be procured in a timely and expedient manner. Prescribed pharmaceuticals **must** be available for administration the next day following order transcription, excluding Saturday, Sunday, or Holidays.

The Vendor **will** provide the necessary equipment for the transmission and procurement of pharmaceutical orders. The "unit dose" system is the preferred means of packaging. When

feasible, once a day or twice a day dosing is preferred. There **shall** be a procedure for the timely acquisition of newly prescribed, stat, and emergent pharmaceuticals.

When there is no staff pharmacist, the Vendor **shall** employ a consulting pharmacist who **shall** be utilized for Quality Assurance, pharmacy inspections, visits and consultations on a regular basis, not less than quarterly.

A program of self-administration of medications, also known as "keep on person" or KOP, with strict accountability **will** be implemented among those inmates who meet program criteria as mutually agreed upon by the Vendor and the WV DOC. No federally DEA controlled medications, psychotropic, injected medications, or medication for the treatment of AIDS or preventative tuberculosis therapy **shall** be dispensed through the use of the KOP program. All KOP medications **will** be packaged utilizing the "unit dose" system. Inmates who demonstrate non-compliance or lack of responsibility **shall** be removed from this program.

In order to facilitate continuity of care, whenever any inmate receiving prescription medication is discharged, paroled, or transferred from the WV DOC system, a minimum of a ten (10) day supply of medication **shall** accompany the inmate, as well as, one written prescription for a thirty (30) day supply of any non-controlled medication. This permits the inmate or the receiving institution sufficient time to arrange for an appointment for follow-up care.

9. Infirmiry care

Infirmiry care **shall** be provided at the following institutions: Mt. Olive and Lakin. Both infirmiries **shall** conform to ACA and NCCHC standards of care. The Vendor **shall** utilize the infirmiry to its fullest extent within appropriate health care standards. The infirmiry **shall** be staffed twenty-four (24) hours per day, seven (7) days a week by sufficient and appropriate qualified health care professionals in order to provide skilled nursing care to those inmates whose health condition merits such care.

Infirmiry care **shall** adhere to the following guidelines:

1. A physician **must** be on call twenty-four (24) hours per day/seven (7) days per week.
2. Supervision of the infirmiry is by a staff RN who is present daily for each shift.

10. Radiology services

All routine radiology services are to be provided on-site by the Vendor's radiology technician at those prisons which have radiology (X-ray) units. Radiology services for those sites, which do not have radiology units, **will** be provided either through mobile units or off-site. All supplies and materials necessary for the provision of on-site radiology services **shall** be the responsibility of the Vendor as well as fees of mobile and off-site units.

All emergency radiographs are to be performed and interpreted at the community facility. For procedures that are beyond the capacities of on-site equipment, the inmate **will** be transported to an off-site referral facility capable of performing the diagnostic procedure at the expense of the Vendor and are to be applied towards the catastrophic capitation limit.

In the event that on-site radiology equipment becomes inoperable, the Vendor **shall** arrange for appropriate temporary radiology services until such time that the existing equipment is either replaced or repaired at the WV DOC expense. The WV DOC **will** incur those temporary radiology costs during the period in which the on-site equipment is inoperable.

11. Laboratory/diagnostic services

Routine laboratory/diagnostic services **shall** be provided by the Vendor at all contractual sites. Services should include laboratory/diagnostic supplies, capability for lab pick-up and delivery daily (Monday through Friday), printer to provide test results at each institution, reporting capability within twenty-four (24) hours; and personnel capable of performing the appropriate collection procedures. Laboratory/diagnostic services may be subcontracted by the Vendor at the Vendor's expense and **shall** comply with all Federal and State standards.

All routine laboratory results **shall** be reviewed, in a timely manner to ensure proper treatment and follow-up care. A procedure for timely communication of any grossly abnormal results or "panic" laboratory values **shall** be implemented. A record of the date and time of this communication as well as resulting intervention orders is to be documented in the inmate's health care record. It **shall** be the responsibility of the qualified health care professional receiving the lab results to ensure that appropriate intervention is initiated.

12. EKG services

The Vendor **shall** provide EKG services, equipment, and supplies at all contractual facility sites. EKG services **shall** include at a minimum:

1. Training and orientation of all qualified health care professional staff
2. Printed EKG rhythm strip and computerized interpretation report within ten (10) minutes
3. Cardiologist over-read with immediate response for those abnormal designated for over-read by the Medical Director
4. Equipment maintenance and service within twenty-four (24) hours of repair request

13. Long Term Care

The Vendor **shall** assist the WV DOC in the identification, planning and care for those offenders who may require skilled nursing care for assistance with one or more "acts of daily living." (ADL)

For additional statistical information regarding current health services provided, please see Attachment E-1-5.

G. Mental health services

Mental health services for offenders may be subcontracted to a single vendor. However, only one single vendor **must** be available at all contractual sites, excluding the Beckley, Charleston and Huntington

Centers. The delivery of mental health services **shall** be in accordance with NCCHC and ACA Standards of care. Mental Health policies and procedures guiding services for the individual contracted sites **shall** be in place, sixty (60) days after award.

The mental health professionals **shall** provide or be responsible for, at a minimum:

Psychological Services

1. The completion and submission of a typewritten, court ordered Diagnostic evaluation comprising personality, academic and intellectual functioning and neurological functioning with interview, in an approved format and within time frames.
2. The interviewing, completion and submission of a typewritten Intake evaluations comprising personality, academic and intellectual functioning, neurological functioning and sex offender assessment interpretation with interview. The evaluation report **shall** also address criminogenic risk/need, responsivity and addiction severity and **shall** be provided in an approved format within time frame.
3. The completion and submission of a required, psychological update report to include an interpretation of new testing, interview, file review and assignment of written psychological stability within time frame and approved format.
4. Response to an inmate sick call request within twenty-four hours; and to an offender crisis sick call request upon receipt.
5. The provision of individual and/or group therapy upon referral by Psychiatrist.
6. The provision of crisis intervention either by referral or by observable behavior, including suicide risk assessment and management.
7. The completion and submission of written Segregation assessment of current functioning within time frame and approved format.
8. Weekly rounds of Segregation units of those offenders on current mental health caseload with approved documentation on a format provided.
9. Participation in Segregation Hearings and Special Management Hearings as set forth in Agency policy and facility procedure.
10. The provision of additional mental health information and/or evaluations at the request of the WV Division of Corrections.
11. Participation in offender critical incident debriefing as requested by the Agency.

Additionally, WV DOC staff **will** conduct social history interviews, perform specified diagnostic testing, and compile legal information on newly received inmates. This data **will** be given to the psychologist. All interviews with offenders **shall** be face to face and may be accomplished through electronic means. See *Attachment E-6-17* for additional information.

It is the Mental Health provider's responsibility to provide a sufficient number of fully licensed Psychologists to provide appropriate clinical supervision of all psychologists employed pursuant to this contract.

The Provider may utilize the services of a qualified Therapist to perform all or part of the following tasks: weekly Segregation rounds, individual and/or group therapy; crisis intervention and response to inmate sick calls.

Psychiatric Services

1. A Psychiatrist **shall** perform the following for the Mental Health Unit, located at the Mt. Olive Correctional Complex:
 - a. Admissions and discharges;
 - b. Oversight of any multi-disciplinary treatment team assigned to the Unit;
 - c. Diagnosis and written approval of treatment plan;
 - d. Charted, weekly observations of inmates housed in Unit;
 - e. Availability for consultation and/or crisis intervention at all times.
2. A Psychiatrist **shall** prescribe, monitor and review psychotropic medications, pursuant to established time frames. Monitoring may include face to face interviews in order to adjust diagnosis and/or chart adjustment to medication. Face to face interviews may be accomplished via electronic means.
3. A Psychiatrist **shall** be available for follow-up for crisis intervention situations.
4. A Psychiatrist **shall** provide consultation with face to face interview and provide a treatment plan with charted diagnosis on all Axes with recommended follow-up. A face to face interview may include an interview via electronic means, i.e., telemedicine.
5. A Psychiatrist **shall** consult with Medical, Mental Health and WV DOC staff in the management of suicidal inmates, therapeutic restraints and forced medications.

In the absence of a Psychiatrist, the site physician **will** assume these responsibilities, within the scope of the practitioner's license. The contractual site physicians **will** also refer inmates as appropriate for psychiatric evaluation.

Mental Health Unit – Mt. Olive Correctional Complex - MOCC

Acutely mentally ill male inmates may be transferred to Mt. Olive Mental Health Unit for intensive mental health assessment and stabilization. The Psychiatrist or Mental Health Director **shall** be informed of and approve proposed transfers prior to inmate movement.

The Contractor and Mental Health provider are solely responsible for the development and implementation of mental health services and the provision of qualified mental health staff for the mental health unit at MOCC. The mental health unit **shall** be staffed twenty four (24) hours/day, seven

(7) days/week by qualified mental health professionals and/or qualified medical staff to provide mental health services and monitoring of mental health status. Supervision and operation of the mental health unit **shall** be by a qualified mental health professional. Those staff assigned to this unit **shall** be qualified and **shall** have experience and knowledge in the care of mental health client.

Admission criteria to the Mental Health Unit:

1. Imminent risk for self-injury, with an inability to guarantee safety as identified through the use of the WV DOC suicide risk assessment;
2. Imminent risk for injury to others;
3. Acute serious deterioration of the individual's baseline ability to fulfill age-appropriate responsibilities to the extent that behavior is so disordered, disorganized or bizarre that it would be unsafe for the individual to be treated in a lesser level of care;
4. Imminent risk for acute medical status deterioration due to the presence and/or treatment of an active psychiatric symptom(s);
5. The severity of the disorder and/or impairment of developmental progression require a supervised, structured and supportive therapeutic milieu;
6. There is an active psychiatric disorder that can be more effectively treated to decrease the individual's suffering;
7. Developmentally delayed and/or traumatic brain injury that the individual is unable to effectively provide self-care and is a potential health risk to themselves and others and unable to fulfill age-appropriate responsibilities.
8. Refractory to an adequate trial of, or clearly inappropriate for, active treatment at a lesser level of care.

In addition to psychiatric intervention, a comprehensive, multi-disciplinary treatment plan **will** be established and maintained for each individual on the mental health unit at the Mt. Olive Correctional Complex by the Sub contractor. All treatment plans **will** be developed in a manner that is consistent with reintegration of the offender back into general population. Qualified mental health professionals **will** be assigned to the unit to meet the individual needs of each offender and may include: individual and group therapy, recreational and socialization activities, education on mental illness and related medications, symptom and behavior management. All services provided on the Mental Health Unit **will** adhere to social learning and cognitive behavioral approaches.

Treatment Programs

1. The mental health Provider **shall** provide a 1.0 FTE Program Mentor whose sole duty and responsibility **shall** be for areas of assignment for all WV DOC sites, including the Northern Correctional Facility and the Ohio County Correctional Center. These areas include: program development, quality control of programming, consultation and communication and professional development of WV DOC staff. The Program Mentor **shall** liaison extensively with the WV DOC Director of Programs to fulfill Agency programming goals. A role description for this position is included in *Attachment F*.

The Program Mentor **shall** be limited to the following WV DOC approved programs: Batterers Intervention and Prevention Programs (BIPPS), Anger Management, Sex Offender Program, Crime Victim Awareness (CVA), Domestic Violence Intervention and Prevention (DVIP), and Trauma Recovery and Empowerment Model (TREM). Prior approval **shall** be required by the WV DOC concerning additional program areas.

2. The Provider **shall** provide qualified Therapists to facilitate the WV DOC approved Sex Offender treatment program for the following sites: Mt. Olive Correctional Complex, Huttonsville Correctional Center, Denmark Correctional Center, Anthony Correctional Center, St. Marys Correctional Center and Lakin Correctional Center.
3. The Provider **shall** provide qualified Therapists to facilitate the WV DOC approved Women's Trauma program (TREM) for the following sites: Anthony Correctional Center and Lakin Correctional Center.
4. The Provider **shall** provide qualified Therapists to facilitate the WV DOC approved Women's Batterers' (DVIP) program for the following sites: Anthony Correctional Center and Lakin Correctional Center. The minimum qualifications for the Therapist position and programs descriptions for sex offender treatment, TREM and DVIP are contained in *Attachments G1 and G2*.

Training

The Contractor is responsible for the provision of approved training programs related to mental health issues to mental health and medical staff and to WVDOC staff. Additionally, Mental Health provider employees **shall** attend all required specialized training programs as specified by the WV DOC.

Use of Interns

The use of student interns may be permitted by the medical and/or mental health providers with Agency knowledge and approval. Students **shall** be subject to security clearance by the WV DOC.

Students may NOT:

- Provide any emergency medical or psychiatric/psychological crisis intervention service;
- Perform any direct clinical services that a Vendor employee is responsible for completing;
- Act without a Supervisor present guiding the delivery of services.

H. Hospitalization

All inmates who require hospitalization **will** receive such care within the appropriate type of licensed facility warranted by their condition pursuant to standards. In-patient health care facilities utilized by the Vendor **must** meet the legal requirements for a licensed general hospital within the State of West Virginia.

I. Medical records

Medical records **shall** be managed according to ACA and NCCHC standards. WV DOC **shall** possess sole ownership of all inmate medical records. The Vendor **will** utilize the medical record format and standard WV DOC medical record forms as specified by the WV DOC. Vendor is responsible for

procurement and payment of all medical records forms approved by the WV DOC. All encounter documentation is to be completed utilizing the standard documentation.

1. Confidentiality of Health Care Record

Active health care records **shall** be maintained under secure conditions and separately from confinement records pursuant to standards. Access to active inmate records is controlled by the health care authority. The Vendor **shall** not deny the Commissioner of the WV DOC or his designee or the institutional CEO or his/her designee access to such records for examination and/or photocopying.

2. Inmate Transfer

In the event that an inmate is transferred to another facility within the WV DOC, the entire inmate health care record **shall** be transferred with the inmate in the care and custody of the senior transporting officer.

3. Release of Health Care Information

Detailed health care information **shall** only be released to an outside agency only upon written authorization from the inmate. Exempt from this policy is the pertinent health care information necessary for any off-site consultation/specialty referral.

4. Record Retention

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

5. Transfer of Health Care Information

In the event that an inmate is transferred to a correctional facility outside of the jurisdiction of the WV DOC, an inmate health care summary sheet **shall** accompany the inmate.

6. Data Mining

The Vendor **shall** provide a method of "data mining" of medical records to assist in the identification, treatment and reporting in order to provide a predictive model for risk management.

J. Materials, supplies, and equipment

The Vendor **shall** provide all necessary materials, supplies, and equipment other than equipment provided by the WVDOC as stated in this RFP, to fulfill the terms of the RFP. These **shall** include, but are not limited to medical, dental, optometric, diagnostic, office supplies including postage required to provide comprehensive health care services. The Vendor **shall** provide prosthetics (spectacles, dentures, artificial limbs, hearing aids, etc.) and orthoses (braces, splints, shoes, etc.) deemed necessary by the appropriate clinician. All prosthetic appliances deemed necessary by the appropriate clinician **shall** be

provided by the Vendor. The Vendor **shall** repair or replace appliances and aids, if medically necessary, that inmates may have upon intake. This **shall** also include any type of nutritional supplements deemed necessary by the clinician. A special diet is not considered a nutritional supplement. The Vendor **shall** provide all other aids to impairment deemed medically necessary and ordered by the Vendor.

The WV DOC acknowledges that it has examined the inventory lists of Department-owned health care equipment. The WV DOC represents that unless otherwise noted, all listed equipment is in functional working order. The WV DOC is under no obligation to provide any additional equipment except as the Vendor and the WV DOC may agree in writing. In the event that the Vendor **shall** provide additional non-consumable materials/supplies or equipment, said items **shall** become the exclusive property of the WV DOC with the exception of proprietary software and files and capital expenditures. Each non-consumable supply/material or equipment item is to be identified with the State of WV identification label. The Vendor **will** provide the WV DOC with an annual list of non-consumable materials/supplies and equipment purchased at each facility. This listing **will** be of sufficient detail so that each item can be identified. It **shall** include the item type, the Brand, model, color, style, serial number, and area location. The Vendor **shall** assist the WV DOC in the completion of annual inventory and accountability of medical equipment. In the event of termination of agreement, the Vendor agrees that all non-consumable materials/supplies and medical equipment **shall** be in functional working order and becomes the property of the WV DOC/State of West Virginia.

Repairs or replacement of WV DOC equipment **will** be the responsibility of the WV DOC. Any equipment rental fees incurred while medical equipment is inoperable are the responsibility of the WV DOC. The Vendor is responsible for the care and maintenance of any Vendor provided office equipment.

Vendors are encouraged to examine all on-site medical equipment. An inventory of all on-site medical equipment **will** be provided.

K. Disposal of biomedical hazardous waste

The Vendor **shall** be responsible for all bio-hazardous waste material, as well as to provide for and bear the cost for an approved appropriate method of disposal of contaminated waste, including needles, syringes and other materials used in the provision of health care services. These disposal methods **shall** be in compliance with any applicable standards and/or regulations relevant to the disposal of bio-hazardous waste material.

The Vendor **shall** take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers. Air filters used in air recirculation and air conditioning units, which are removed or replaced by the maintenance department in rooms considered to harbor air-borne pathogens **shall** also be treated as biomedical hazardous waste and disposed of accordingly.

The Vendor **will** be responsible for utilization and cost associated with the services of a biomedical waste disposal company. It is the responsibility of the Vendor to arrange for routine disposal of these waste materials by said disposal company.

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

L. Area and informational security

Without exception, it is the responsibility of the Vendor to ensure that all work areas, equipment, and supplies are kept secure, and information that pertains to security matters and inmate health care is properly controlled.

No inmate or inmate visitor is to be left unattended or unobserved within any treatment or procedural area at any time. The Vendor **shall** control entry and access into its assigned work areas. Areas that provide for the storage of medication, instruments, or sharps are to be kept locked at all times. Non-vendor personnel **shall** not be left unattended in these areas. Inmates **shall** not be permitted access to these areas.

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

M. Inmate Health Education

The Vendor **shall** provide health education and training in self-care skills to inmates. Topics for health education may include, but are not limited to, such areas as personal hygiene, nutrition, physical fitness, methods for self-examination, chemical dependency, sexually transmitted diseases, stress management, prenatal care, and chronic disease education. Methods for health education may include individual instruction, classes, group discussion, videotapes, pamphlets, and brochures. The Vendor **must** provide health educational services.

In the interest of the public health of the community, the Vendor **shall** participate in any state or federal programs (pilot) that **will** assist West Virginia Division of Corrections and further promoting public safety. Technical assistance and training **shall** be made available for nurses conducting HIV, STD, and Hepatitis counseling, testing and referral services.

Vendor **shall** deliver at intake, during inmate orientation and again prior to release, a formalized infectious disease education class.

In accordance with the Federal Prisoner Re-entry Initiative, medical referrals for chronically ill offenders **shall** be made to general practitioners in the community of the offenders intended release. Referral services **shall** be conducted prior to release and include: 1) locating general practitioners who are **willing** to accept offenders as a new patient and 2) transferring applicable medical records to that general practitioner. All action taken on behalf of the offender **shall** be charted.

N. Catastrophic capitation

The vendor **shall** be responsible for medical obligations incurred up to the below listed limitation:

\$5,000 for the treatment of any one person with a single injury or illness with consistent primary diagnosis.

The WV DOC **shall** be responsible for costs exceeding the above limitations. However, the Vendor **shall** remit payment to the appropriate community providers in excess of the capitation and submit documentation to WV DOC for reimbursement. The vendor **will** be responsible to pay no more than an aggregate of \$500,000.00 per each contract year for all combined over-catastrophic cases for that year

and then await reimbursements. Any amounts exceeding the \$5,000 catastrophic capitation and whereby the vendor has met the aggregate \$500,000.00 per contract year, **will** be the direct responsibility of the WV DOC.

In the event of contract renewal by both parties, these limits are a capitation figure as delineated per each contract year. Capitation figures are not to be construed as a total for the initial year in addition of subsequent renewal periods. The capitation limits **will** follow the inmate throughout the system.

WV State Code §25-1-4, effective July 1, 2007, establishes payments to outside providers of medical care for inmates at 73% of billed charges provided that critical access hospitals **shall** be reimbursed at 85% of billed charges. Vendor **must** comply with this law. This payment structure of 73% of billed charges applies to all medical care services, goods, prescription drugs and medications provided to a person who is in the custody of a correctional facility and is provided these services outside of said correctional facility.

This law also provides effective July 1, 2008, that the Vendor may not pay an amount to an outside provider of a medical service for a person residing in a correctional facility greater than the reimbursement rate applicable to service providers established by legislative rule of the Bureau for Medical Service within the Department of Health and Human Resources: *Provided*, that critical access hospitals **shall** be reimbursed at 75% of the billed charges. These limitations apply to all medical care services, goods, prescription drugs and medications provided to a person who is in the custody of a correctional facility and is provided these services outside a correctional facility: *Provided, however*, That the Department of Military Affairs and Public Safety and the Department of Health and Human Resources effectuate an interagency agreement for the electronic processing and payment of medical services.

For outside services rendered to the WV DOC inmates July 1, 2008 and thereafter, the state of West Virginia **will** remit payment for all outside medical services through the Department of Health and Human Resources and **will** seek reimbursement from the Vendor for catastrophic costs up to the limits set forth above. The process is still yet to be determined, therefore, the reimbursement up to the catastrophic limits may be requested in a quarterly basis but it is unknown at this time. The Vendor **will** be involved in this process.

O. Quality Management Support Services

The contract **shall** provide quality management services to support the provision of the comprehensive health service program. The Vendor **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 of award. The Vendor **shall** provide written documentation to substantiate these services, which **shall** include at a minimum, the following:

1. Continuous quality improvement (CQI). This is designed to monitor the quality of health services delivery. This includes such items as chart review by a qualified health care professional with the appropriate recommendations for corrections of any discrepancies.
2. Infection control. This is designed to provide surveillance of infections, to institute preventative measures, and to report those infections in accordance with applicable laws. Infection control monitoring **shall** be an on-going process.

3. Utilization management. This is designed to monitor and review all outside consultations and in-patient services. The Vendor **shall** submit a written plan of action which addresses, at minimum, mechanisms which **will** facilitate timely and appropriate consultations, specialty referrals, and out-patient and in-patient hospitalizations. The plan **must** demonstrate an appropriate mechanism for ensuring timely and appropriate access to off-site health care services.
4. Peer review. This is designed to monitor physician's services. It **shall** occur no less than quarterly. Peer review **shall** include such activities as chart review, medical treatment plan review for special needs inmates, review of off-site consultations, specialty referrals, emergencies, and in-patient and outpatient hospitalizations. All cost incurred for peer review **shall** be at the cost of the Vendor.
5. Risk management. This is designed to manage critical incidents. It **shall** include mortality review procedures.
6. Safety and sanitation inspections. This is designed to monitor institutional food service, housing and work areas within the contracted facilities. The Vendor **shall** coordinate monthly safety and sanitation inspections and make appropriate recommendations for corrections of any discrepancies.
7. Policy review. Health service policies and protocols **shall** be reviewed annually by the Medical Director and the DCS. Therapeutic guidelines **shall** be reviewed quarterly by the Medical Director.

P. Telemedicine

The use of telemedicine is being explored as an adjunct to on-site health care services. Vendors are invited to submit a plan and proposal for the utilization of telemedicine as an option.

Vendor is responsible to provide any additional telemedicine equipment either due to program expansion or at the request of the agency.

Q. Inmate Death

All inmate deaths are treated as per West Virginia State Statute regarding unattended deaths. The Vendor **shall** be responsible for adherence to State Statute, as well as, the performance of a mortality review. The Medical Director **will** meet with the Warden or Designee within twenty-four hours of an inmate's death to provide necessary medical information and **will** provide a written morbidity and mortality review report within forty-eight hours of the death.

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* None required.

3.3.2 *Insurance Requirements:*

(Note: insurance certificates are required prior to award, but not at time of bid).

The successful Vendor **will** furnish the WVDOC, the Department of Administration and each institutional site-with the exception of the Work Release Centers and the Beckley Center-certificates verifying that it carries insurance for the life of this contract for the protection of the WVDOC and each

institutional site and the Vendor, public liability and property damage insurance of at least \$1,000,000 per occurrence.

The policies **will** contain a covenant by the company issuing the same that the policies **will** not be cancelled by the issuing company unless a thirty (30) day written notice of cancellation first be submitted to the WVDOC. Certificates of the policies representing the same **will** be delivered to each institutional site and retained by said site. All premiums due upon said policies **will** be paid by the Vendor.

The Vendor **will** be required to carry Occurrence based Professional Liability insurance coverage with limits of at least \$1,000,000 per occurrence.

The WVDOC **will** accept "claims made" insurance coverage or insurance with "tails" provided that the Vendor purchases "tail" coverage, which **will** cover any occurrence through the statute limitations for the purpose of this contract period.

3.3.3 *License Requirements:*

The Vendor **shall** ensure that all employees and/or Sub-Contractors are licensed, as necessary under the laws of the State of West Virginia to perform required duties. In addition, the Vendor **shall** obtain any licenses necessary to authorize the conduct of business in the State of West Virginia and **will** assist in the completion of application forms for obtaining facility related licenses and permits.

The Vendor is responsible for all taxes as well as the acquisition of and all costs associated with licensures, taxes, fees, bonds, permits, Workers Compensation, accreditation and all other costs associated in the fulfillment of this contract.

3.3.4 *Litigation Bond:*

Each bidder responding to this request for proposal **is required** to submit a litigation bond in the amount of \$ 100,000.00, made payable to the State of West Virginia Purchasing Division. This bond **must** be issued by a surety company licensed to do business in the State of West Virginia with the West Virginia Insurance Commission, on a form acceptable to the State. The only acceptable alternate forms of the bond are (1) a company certified check (not an individual) and (2) a cashier's check.

The purpose of the litigation bond is to discourage unwarranted or frivolous law suits pertaining to the award of a contract from this request for proposal. Secondly, the bond provides a mechanism for the State of West Virginia, the Agency, it's officers, employees, or agents thereof to recover damages, including (but not limited to) attorney fees, loss of revenue, loss of grants or portions thereof, penalties imposed by the federal government and travel expenses which may result from any such litigation. A claim against the bond **will** be made if the vendor contests the award in a court of competent jurisdiction and the grounds are found to be unwarranted or frivolous based on the facts of the award or applicable law as determined by the court.

The bond or alternate form **must** remain in effect for two years from the proposal submission date. After six (6) months, each vendor may request, and the State anticipates granting, a release of the litigation bond. However, the vendor **will** be required to provide a release (signed and notarized in a form that is acceptable to the State) prior to release of the bond which states that the vendor **will** not sue.

Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the vendor's proposal and the proposal will be considered non-responsive.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I Capacity to meet the requirements of the RFP:

Capacity to meet requirements of RFP-Organizational/Structure/Management to include bidders most recent independent financial audit to include a profit and loss statement; expertise; Understanding and planned delivery of the scope of work addressing at a minimum all RFP mandatory items; plan for quality management of services; recruiting capabilities; technical, medical and monitoring support to on-site location; cost containment programs; telemedicine knowledge and experience; history of gaining and maintaining NCCHC accreditation on a statewide basis. Planned regional management staffing to include job descriptions and resumes if identifiable at this time; and staffing pattern by institution/location.

Section II – Experience:

Demonstrated experience in providing comprehensive and integrated Medical mental health services to confined population to a statewide system of similar size and scope in previous five (5) years. Provide listing to include: institution, contact person, telephone number and concise description of services and number of individuals served. Vendor **must** provide a complete reference client list for like services, which **must** include a minimum of three (3) references.

Section III – Mental Health Plan of Delivery:

Vendor's assessment of mental health needs; proposed staffing plan by job title and FTEs for each location; mental health service expertise; comprehensive plan for delivery of services intra- and inter-facility for WV DOC.

Section IV - Cost: Monthly and Annualized Cost

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals **will** be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point

score of all vendors **shall** be awarded the contract. The selection of the successful vendor **will** be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

BASE PROPOSAL-WVDOC Only

A. Capacity to meet the requirements of the RFP:

Vendor organization, structure and corporate/regional management; vendors sound financial stability to include vendors most recent financial audit; service expertise with identified population; recruiting capabilities; management support and monitoring of on-site locations; cost containment programs and services to include data mining; comprehensive plan for delivery of services in accordance with proposal outline addressing at a minimum all mandatory items intra- and inter-facility; demonstrated knowledge of NCCHC and ACA standards with history of gaining and maintaining accreditation on a statewide basis. Planned regional management staffing to include job descriptions and resumes, staffing pattern by job title, and FTEs for each contracted location.

30 Points Possible

B. Experience

Demonstrated experience in providing comprehensive and integrated Medical/Mental Health services to a confined inmate population to a statewide system of similar size and scope in previous five (5) years. Provide listing to include: institution, contact person, telephone number and concise description of services and number of individuals served. Vendor **must** provide a complete reference client list for like services, which **must** include a minimum of three (3) references.

20 Points Possible

C. Mental Health Plan of Delivery

Vendor’s assessment of mental health needs; proposed staffing plan by job title and FTEs for each location; mental health service expertise; comprehensive plan for delivery of services intra- and inter-facility.

15 Points Possible

D. Oral Presentation

The ability to articulate concisely and factually present their technical proposal.

5 Points Possible

E. Cost

30 Points Possible

Total 100 Points Possible

This cost proposal cost **will** be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

Lowest price of all proposals

----- X 30 = Price Score

Price of Proposal being evaluated

4.4 **Minimum Acceptable Score:**

Vendors **must** score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) **shall** be disqualified and removed from further consideration.

The State **will** select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

**Alternate #1
COR# 61359**

Vendor will provide an electronic medical records system (EMR System) to include both hardware and software. Vendor shall provide details of the EMR system, the proposal and provide quality enhancement justification for this system.

If Agency chooses to accept this alternate during the initial contract period or later periods, the system will become the property of the State of WV DOC upon contract end date.

4.5. **COST PROPOSAL-Base Proposal Services – WVDOC ONLY**

Total monthly all-inclusive fee for medical/mental health services. \$ _____

Total annualized all-inclusive fee for medical/mental health services. \$ _____

Vendor must also provide an annualized itemized proposal cost to include:

Salaries (excluding Mental Health component) \$ _____

Associated Benefits (excluding Mental Health component) \$ _____

Pharmaceuticals \$ _____

Provide Vendor Name and location _____

Optical \$ _____

Provide Vendor Name and location _____

Other Miscellaneous Supplies \$ _____

Mental Health Component Cost \$ _____

(Include salaries & benefits & other costs associated with Mental Health component, excluding Pharmaceutical)

(Subcontractor Name, if applicable) _____

Hospital \$ _____

Specialty consults, referrals, etc. \$ _____

Malpractice \$ _____

Pharmacy Consult (for Work Release & Beckley Centers only) \$ _____

Administrative Overhead/Management Fee \$ _____

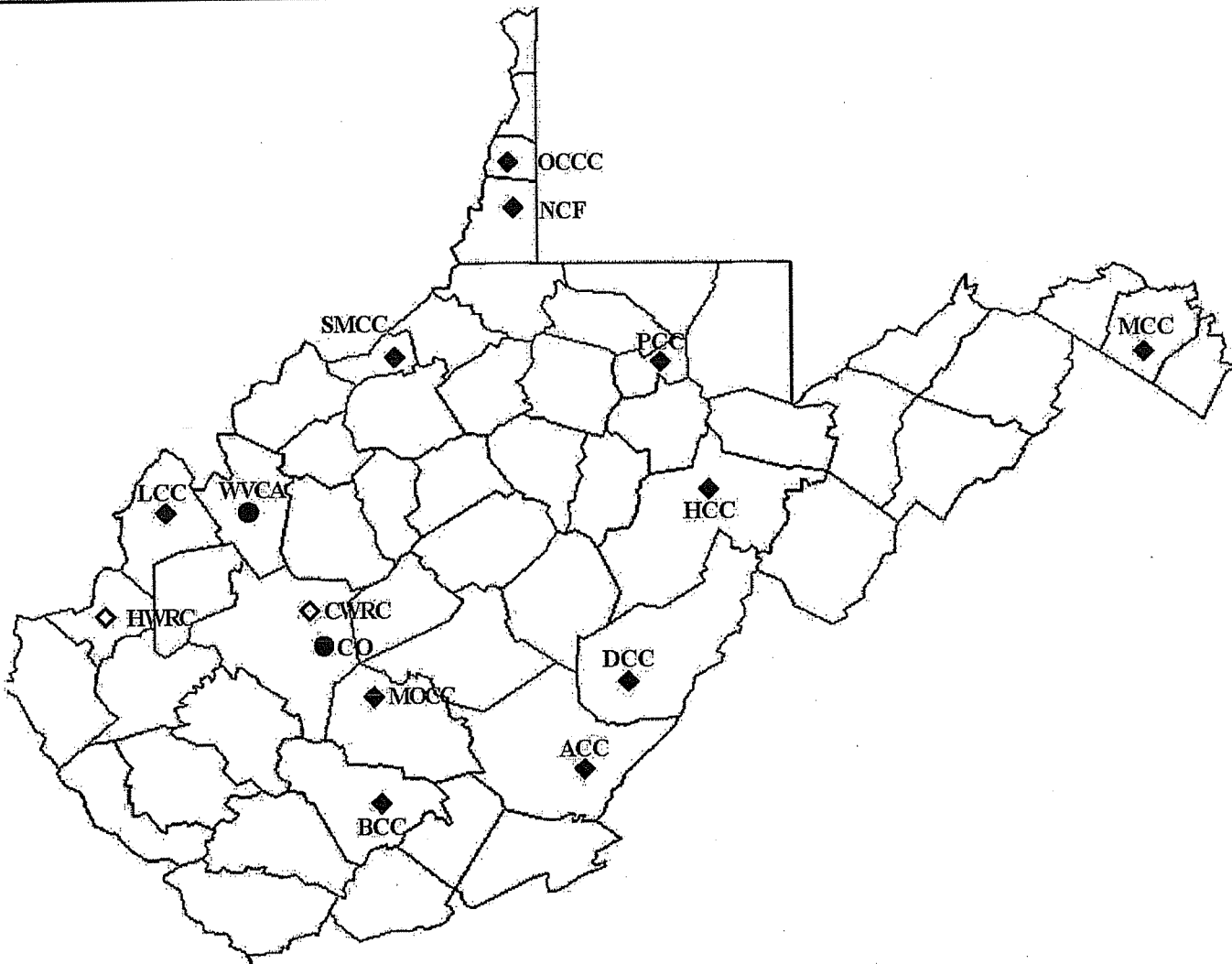
Any other cost – Please list _____ \$ _____



Total Annualized Cost \$ _____

Alternate #1 One Time Cost \$ _____

Division of Corrections Facility Location Map



LEGEND:

- Other Offices or Buildings
- ◆ Correctional Institutions
- ◆ Work/Study Release Center

- CO: Central Office Anthony Correctional Center
- ACC: Beckley Correctional Center
- BCC: Charleston Work/Study Release Center
- CWRC: Denmar Correctional Center
- DCC: Huntington Work/Study Release Center
- HWRC: Huttonsville Correctional Center
- HCC: Lakin Correctional Complex
- LCC: Martinsburg Correctional Complex
- MCC: Northern Correctional Complex
- MOCC: Ohio County Correctional Facility
- NCF: Pruntytown Correctional Center
- OCCC: St. Marys Correctional Center
- PCC: West Virginia Correctional Center
- SMCC: Corrections Academy
- WVCA: Corrections Academy

COR61359
Attachment B

WV DOC Operational Capacity

Facility	Operational Capacity	Work Camp	Total
ACC	220	0	220
DCC	210	0	210
HCC	1118	0	1118
LCC	462	0	462
MCC	120	0	120
MOCC	1000	50	1050
PCC	359	0	359
SMCC	530	0	530
		TOTAL:	4069

Facility	Operational Capacity	Work Camp	Total
BCC	68	0	68
CWRC	66	0	66
HWRC	66	0	66
		TOTAL:	200

WV Division of Corrections
COR61359
Attachment C

WV DOC Current Medical/Mental Health Staffing

Position	Regional Office	PCC	HCC	DCC	MOCC	MCC	LCC	SMCC	ACC	ALL SITES
Regional Manager	1.000									1.000
Secretary/ Adm. Asst.	1.000	1.000	1.000		1.000	1.000	1.000			6.000
Secretary/Adm. Asst. MH						1.000				1.000
Reg. Med. Dir.	1.000									1.000
Psychiatrist/ MH Director	0.750									0.750
Psychologist	1.000	1.000	2.000	0.100	3.000	2.000	2.000	1.000	0.600	12.700
Physician Extender/ Video Tech	0.600									0.600
Psych RN	1.000									1.000
Reg. MH Admin.	1.000									1.000
Referral Coordinator	1.000									1.000
Program Mentor	1.000									1.000
Medical Director		0.400	1.000	0.400	1.000	0.250	.2000	1.000	0.400	4.650
Dentist		0.500	1.000	0.200	1.000	0.250	.6000	0.400	0.250	4.200
Dental Assistant		0.500	0.900	0.200	1.000	0.250	.6000	0.400	0.250	4.100
Nurse Manager		1.000		1.000			1.000	1.000	1.000	5.000
RN		3.200	5.000	1.000	2.000		5.200	2.000	1.000	19.400
RN Charge					3.000	1.000				4.000
LPN		5.600	5.000	4.200	11.500	3.200	6.800	5.400	4.200	45.900
Med. Records Supervisor					1.000					1.000
Medical Records Clerk		0.500	2.000	1.000	2.000		1.000	1.000	1.000	8.500
Optometrist			0.200	0.050	0.200		0.200	0.100	0.050	0.800
Therapist			1.000						1.000	2.000
Administrator			1.000		1.000	1.000				3.000
Director of Nursing			1.000		1.000		1.000			3.000
Assistant Dir. Of Nursing					2.000					2.000
CNA			2.000		4.600	2.000	1.000	2.000		11.600
X-Ray Technician			0.250		1.000			0.050		1.300
Dental Hygienist			1.000		1.000					2.000
PA					2.000	0.400	1.000			3.400
MH Administrator					1.000					1.000
Psych LPN					1.400					1.400
Therapist-Masters					2.000		0.500			2.500
Behavioral Specialist					1.400					1.400
TOTALS	9.350	13.700	24.350	8.150	45.100	12.350	22.100	14.350	9.750	159.200

COR61359
Attachment D

West Virginia Division of Corrections

Staff Turnover Rate 2006

DOC Facility	Total Positions	Correctional Officer Positions	Correctional Officer Turnover Rate
Anthony	103	54	20.4%
Denmar	89	56	8.9%
Huttonsville	267	247	19.0%
Lakin	164	99	17.2%
Martinsburg	72	50	38.0%
Mount Olive	389	222	30.6%
Pruntytown	138	83	6.0%
St. Mary's	213	161	17.4%
Beckley Center	20	11	9.1%
Charleston Work Release	20	11	0%
Huntington Work Release	20	11	18.2%

**WV Division of Corrections
COR 61359 Attachment E-1
Health Services Summary**

	January	February	March	April	May
Physician Clinical Visits	1064	789	1099	1042	1221
PA/NP Clinical Visits	687	599	629	567	466
Nurse Clinical Visit	9287	9170	11114	11074	11661
Other Clinical	1506	1310	1670	1252	1261
Segregation Physician	48	60	70	38	40
Segregation PA/NP	66	42	63	50	24
Segregation Nurse	6299	6423	5976	5888	6996
Segregation Other	653	587	761	668	597
Mental Health Visit Psychiatrist	236	177	229	139	188
Mental Health Visit Psychologist	1760	1425	2021	2021	1468
Mental Health Visit Therapist	541	580	835	631	565
Mental Health Visit Other	773	701	622	703	811
Dental Visits	785	868	1090	994	1076
Intake Screening	310	348	444	315	322
Transfer Screenings	239	181	174	81	137
Release Screening	98	117	137	118	165
Health Assessments	380	427	504	319	367
Annual Physicals	163	189	196	234	297
Correctional Staff					
Physicals	73	88	93	61	52
Emergency Response	3	0	0	2	2
Hepatitis B Vaccines	20	10	16	7	25
Flu Vaccines	0	0	0	0	0
PPD	49	147	167	121	72
Community Referrals					
ER Visits	17	15	21	18	14
Admitted from ER	5	8	14	7	7
In-Patient Surgical Admits	6	1	3	5	0
Hospital Admissions	11	12	19	14	9
Hospital Days	26	45	102	61	44
Average Hospital	5.7	317.5	36.8	25.84	9
Out-Patient Surgeries	13	10	9	14	15
No. of Ambulance Trans.	8	14	28	11	14
No. Offsite Spec. Visits	157	117	165	130	149
Chronic Care Clinics Visits per month					
Pulmonary	108	92	132	93	93
Cardiac	146	109	107	87	111
Diabetic	151	61	86	104	85
GI	119	91	178	112	151
Special Needs	74	66	121	52	83
Hypertension	233	158	222	204	196
Seizure	29	29	42	32	39

**WV Division of Corrections
COR61359 Attachment E-2
Health Services Summary**

	January	February	March	April	May
Infectious Disease	122	103	167	136	103
Orthopedics	5	17	24	18	22
Pain	0	0	0	6	0
Derm	1	3	1	1	1
Total Chronic Care Visits	988	729	1080	845	884
Dental					
No. of Filling Surfaces	276	394	370	471	360
No. of Extractions	130	189	211	211	199
No. of Prosthesis	37	45	65	75	72
No. I/M Receiving X-Rays	139	121	130	162	120
30 Day Dental Exams	245	289	415	306	295
Cleanings performed	141	112.5	128.5	141	154
X-ray					
No. of I/M X-rayed	193	150	208	180	197
No. I/M Lab Labs Ordered	1141	1052	1284	1141	1177
No. Lab Studies	1909	1776	2215	2030	2048
No. of DNA's	176	95	148	209	187
No. of EKG's	170	162	200	158	166
Prescription Medication					
I/M's on Rx Meds	2547	2614	2756	2780	2834
% of Population on Rx Meds	75.58%	78.12%	82.04%	80.08%	80.057%
I/M On Psychotropic Meds	745	764	805	771	805
% of Population on Psych. Meds	26.79%	24.65%	26.37%	24.41%	26.07%
# of Non-Formulary Prescriptions	252	261	308	357	322
Miscellaneous					
No. of Deaths	2	2	2	5	0
No. of New HIV carriers	1	0	1	0	1
No. of HIV carriers	11	12	14	13	13
I/M T4 Cells < 500	2	3	3	3	3
No. of AIDS I/M	1	1	1	1	1
# Patients on Dialysis	2	2	2	2	2
# cancer patients	20	22	24	26	17
# Chemotherapy treatments	2	2	8	7	5
# Radiation treatments	1	1	10	6	0
Infirmiry Housing					
Observation	0	0	0	0	0
# of infirmiry beds/ Neg Flow	39	39	39	39	39
I/M Admitted to Infirmiry	66	59	65	69	62
Infirmiry Days	572	493	568	569	667
Infirmiry LOS	14	19.65	13.42	15.37	21.1

WV Division of Corrections
COR61359
Attachment E-3

Health Services Summary

Mental Health	January	February	March	April	May
# of Mental Health Beds	30	30	31	30	31
# Inmates Admitted to Mental Health Unit	2	2	1	0	1
Total Mental Health Days	762	634	749	720	746
Average Mental Health Daily Census	33.13	26.42	29	24	26
ON-SITE SPECIALTY CARE					
1. Dermatology	36	32	18	20	14
2. Dialysis	15	13	14	13	14
3. General Surgery	0	0	0	0	0
4. Gynecology/OB.	24	22	23	2	17
5. Internal Medicine	0	0	0	0	0
6. Neurology	0	0	0	0	0
7. Occup. Therapy	0	0	0	0	0
8. Ophthalmology	8	0	17	17	10
9. Optometry	146	148	125	135	132
10. Oral Surgery	0	0	0	0	0
11. Orthopedics	0	0	0	0	0
12. ENT	0	0	0	0	0
13. Physical Therapy	1	0	0	0	0
14. Podiatry	0	0	0	0	0
15. Urology	0	0	0	0	0

WV Division of Corrections
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Attachment E-4

Chronic Care	Jan	Feb	Mar	Apr	May
Hypertension					
Enrolled	500	524	535	546	548
Doctor Visit	57	51	65	89	72
Mid-Level Visit	45	27	6	18	6
Nurse Visit	139	80	132	106	157
Total Visits	346	158	203	207	235
Cardiac					
Enrolled	338	328	333	347	361
Doctor Visit	34	29	35	38	20
Mid-Level Visit	37	16	1	11	1
Nurse Visit	79	64	71	35	92
Total Visits	150	109	107	82	111
Pulmonary					
Enrolled	393	303	310	304	315
Doctor Visit	22	26	33	29	25
Mid-Level Visit	16	20	8	13	7
Nurse Visit	76	46	75	57	62
Total Visits	114	92	116	93	94
Endo/Diabetic					
Enrolled	239	243	244	249	267
Doctor Visit	50	16	24	34	27
Mid-Level Visit	51	13	12	12	6
Nurse Visit	58	32	52	61	59
Total Visits	159	61	88	103	86
GI					
Enrolled	290	309	310	332	383
Doctor Visit	30	28	25	54	53
Mid-Level Visit	20	21	7	12	4
Nurse Visit	78	42	88	57	100
Total Visits	128	91	120	115	147
Seizures					
Enrolled	71	74	76	68	73
Doctor Visit	4	11	15	11	13
Mid-Level Visit	2	5	4	9	1
Nurse Visit	24	13	20	15	35
Total Visits	30	29	39	33	47
Special Needs					
Enrolled	212	218	212	211	211
Doctor Visit	34	37	42	26	34
Mid-Level Visit	0	0	0	0	0
Nurse Visit	56	30	43	26	51
Total Visits	90	67	85	52	83

WV Division of Corrections
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 Attachment E-5

Chronic Care Summary

Chronic Care	Jan	Feb	Mar	Apr	May
Orthopedic					
Enrolled	21	43	30	30	54
Doctor Visit	4	9	5	13	16
Mid-Level Visit	0	0	0	0	0
Nurse Visit	4	8	3	5	6
Total Visits	8	17	8	18	22
Infectious Disease					
Enrolled	303	332	357	365	370
Doctor Visit	32	33	40	46	41
Mid-Level Visit	13	14	13	27	5
Nurse Visit	85	56	96	72	94
Total Visits	130	103	149	143	138
Pain					
Enrolled	0	0	0	6	8
Doctor Visit	0	0	0	3	2
Mid-Level Visit	0	0	0	3	0
Nurse Visit	0	0	0	0	0
Total Visits	0	0	0	6	2
Derm					
Enrolled	6	5	4	5	5
Doctor Visit	0	2	1	1	1
Mid-Level Visit	0	0	0	0	0
Nurse Visit	0	1	0	1	1
Total Visits	0	3	1	0	0

WV Division of Corrections
COR61359 Attachment E-6

Anthony Center

May 2007

PSYCHIATRIC SERVICES	MALES	FEMALES
Psychiatric New Referral	23	2
Psychiatric Follow Up	7	9
Segregation Contacts		
# Inmates on Psych Rx	21	12
% Inmates on Psych Rx	11.6	33.3
# Inmates with a mental health diagnosis	20	12
# Inmates with Axis I Diagnosis	20	12
# Inmates with MRDD Diagnosis	0	0
# Inmates with a SA Diagnosis	12	6
Average Facility Population	181	36
PSYCHOLOGICAL SERVICES	MALES	FEMALES
Psychological Evaluations	18	
Diagnostic Evaluations	9	
Psych Stability Reviews	9	
Psych Testing	41	
Sick Call Requests	0	
Psychiatric Triage Tx Plans	4	
Individual Therapy Session		
Suicide Attempts		
Suicides		
Treatment Team Meetings		
GROUP THERAPY SERVICES	MALES	FEMALES
# of Group Screenings		
# of Sex Offender Treatment Groups		
# of Crime Victim Awareness Groups		
# of Anger Control / Cog. Restructuring		
# of Domestic Violence Intervention Prevention		
# of Batterer's Intervention Prevention		
# of MHU Groups		
Total # of Group Therapy Contacts	MALES	FEMALES
Sex Offender Treatment Group Participants		
Crime Victim Awareness Group Participants		
Anger Control / Cog. Restructuring Participants		
Domestic Violence Intervention Prevention Participants		
Batterer's Intervention Prevention Participants		
MHU Group Participants		
MENTAL HEALTH TOTALS	MALES	FEMALES
MH Visit Psychiatrist	30	11
MH Visit Psychologist/Therapist	81	0
MH Group Therapy Contacts	0	0
Mental Health Services	111	11

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DENMAR CORRECTIONAL CENTER 2007					
	Jan-07	Feb-07	Mar-07	Apr-07	May-07
PSYCHIATRIC SERVICES					
Psychiatric Consults	2	0	0	0	0
Psychiatric Follow Up	0	0	1	0	0
# Inmates on Psych Rx	34	32	32	32	31
% Inmates on Psych Rx	16.4%	15.5%	15.4%	15.3%	14.8%
# Inmates with a mental health Dx	34	32	32	32	31
# Inmates with Axis I Dx	34	32	32	32	31
# Inmates with MRDD Dx	0	0	0	0	0
# Inmates with a SA Dx	0	0	0	0	0
Average Facility Population	207	206	208	209	209
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	10	6	10	9	7
Diagnostic Evaluations	0	0	0	0	0
Psych Stability Reviews	2	3	6	8	5
Individual Therapy Session	0	0	0	0	0
Suicide Attempts	0	0	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	3	1	7	3	4
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	2	0	1	0	0
MH Visit Psychologist/Therapist	15	10	23	20	16
Mental Health Services	17	10	24	20	16

WV Division of Corrections

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Attachment E-8

Huttonsville 2007

PSYCHIATRIC SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Psychiatric New Referral	8	6	28	9	23
Psychiatric Follow Up	64	11	38	32	28
Segregation Contacts	9	7	12	7	10
# Inmates on Psych Rx	88	99	101	104	90
% Inmates on Psych Rx	10.6%	11.9%	12.0%	12.2%	10.5%
# Inmates with a mental health diagnosis	90	101	102	95	91
# Inmates with Axis I Diagnosis	83	95	100	93	90
# Inmates with MRDD Diagnosis	2	1	1	1	1
# Inmates with a SA Diagnosis	59	68	72	63	63
Average Facility Population	831	834	839	849	861
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	38	38	45	9	22
Diagnostic Evaluations	0	0	0	0	0
Psych Stability Reviews	96	70	101	91	114
Psych Testing	0	0	0	0	0
Sick Call Requests	18	56	0	27	7
Psychiatric Triage Tx Plans	0	0	0	0	12
Individual Therapy Session	75	39	57	72	78
Suicide Attempts	1	2	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	0	0	0	0	0
GROUP THERAPY SERVICES					
# of Group Screenings	0	10	14	15	23
# of Sex Offender Treatment Groups	0	7	15	13	20
# of Crime Victim Awareness Groups	0	6	0	0	0
# of Anger Control / Cog. Restructuring	0	0	0	0	0
# of Domestic Violence Intervention Prevention	0	0	0	0	0
# of Batterer's Intervention Prevention	0	12	0	0	0
Total # of Group Therapy Contacts					
Sex Offender Treatment Group Participants	0	42	109	104	174
Crime Victim Awareness Group Participants	0	84	0	0	0
Anger Control / Cog. Restructuring Participants	0	0	0	0	0
Domestic Violence Intervention Prevention Participants	0	0	0	0	0
Batterer's Intervention Prevention Participants	0	146	0	0	0

WV Division of Corrections
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 Attachment E-9

Huttonsville 2007					
SEGREGATION SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Initial Segregation Psych	8	12	14	9	16
Quarterly Segregation Psych	0	0	0	1	0
Segregation Weekly Rounds	238	211	193	174	284
Ad Seg & Special Mgmt. Hearings	15	12	13	10	15
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	81	24	78	48	61
MH Visit Psychologist	359	562	395	369	722
MH Therapist	130	150	137	128	
Mental Health Services	570	736	610	545	783

WV Division of Corrections
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Attachment E-10

Lakin 2007

PSYCHIATRIC SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Psychiatric New Referral	24	11	32	10	20
Psychiatric Follow Up	50	49	33	20	53
Segregation Contacts	0	0	0	0	0
# Inmates on Psych Rx	103	140	139	128	125
% Inmates on Psych Rx	38.0%	39.7%	34.4%	31.1%	30.5%
# Inmates with a mental health diagnosis			124	121	116
# Inmates with Axis I Diagnosis	119	120	123	119	115
# Inmates with MRDD Diagnosis	0	0	0	0	0
# Inmates with a SA Diagnosis	63	66	75	74	61
Average Facility Population	324	353	404	411	410
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	24	37	83	22	30
Diagnostic Evaluations	2	5	6	4	0
Psych Stability Reviews	0	3	15	18	3
Psych Testing	22	36	83	22	33
Sick Call Requests	125	119	187	155	112
Psychiatric Triage Tx Plans	0	15	18	16	24
Individual Therapy Session	5	5	0	3	5
Suicide Attempts	0	2	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	7	6	8	6	7
GROUP THERAPY SERVICES					
# of Group Screenings	0	0	0	0	0
# of Sex Offender Treatment Groups	0	0	0	0	0
# of Crime Victim Awareness Groups	0	0	0	0	0
# of Anger Control / Cog. Restructuring	0	0	0	0	0
# of Batterer's Intervention Prevention	0	0	0	0	0
Total # of Group Therapy Contacts					
Sex Offender Treatment Group Participants	0	0	0	0	0
Crime Victim Awareness Group Participants	0	0	0	0	0
Domestic Violence Intervention Prevention Participants	0	0	0	0	0
Batterer's Intervention Prevention Participants	0	0	0	0	0

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Attachment E-11

Lakin 2007

SEGREGATION SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Initial Segregation Psych	0	1	3	2	2
Quarterly Segregation Psych	0	1	2	4	1
Segregation Weekly Rounds	83	63	78	82	91
Ad Seg & Special Mgmt. Hearings	11	7	18	22	12
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	74	60	65	30	73
MH Visit Psychologist	249	280	459	316	282
MH Visit Therapist	30	20	42	40	38
Mental Health Services	323	340	524	346	355

**WV Division of Corrections
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Attachment E -12**

Martinsburg 2007

PSYCHIATRIC SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Psychiatric New Referral	15	2	19	7	16
Psychiatric Follow Up	1	1	1	0	0
# Inmates on Psych Rx	17	11	20	20	21
% Inmates on Psych Rx	15.2%	9.9%	17.7%	17.5%	18.1%
# Inmates with a mental health diagnosis	19	8	14	12	15
# Inmates with Axis I Diagnosis	16	6	14	12	15
# Inmates with MRDD Diagnosis	0	0	0	0	0
# Inmates with a SA Diagnosis	17	4	11	7	5
Average Facility Population	112	111	113	114	116
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	51	74	75	47	70
Psych Stability Reviews	48	48	62	61	52
Psych Testing	0	0	0	0	0
Sick Call Requests	40	4	5	11	12
Psychiatric Triage Tx Plans	0	15	19	12	16
Individual Therapy Session	0	3	0	0	0
Suicide Attempts	0	0	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	0	6	6	11	10
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	33	14	20	7	16
MH Visit Psychologist/Therapist	139	150	167	142	160
Mental Health Services	172	164	187	149	176

WV Division of Corrections
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Attachment E-13

Mt. Olive 2007

PSYCHIATRIC SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Psychiatric New Referral	10	4	11	11	12
Psychiatric Follow Up	70	64	95	63	76
Segregation Contacts	20	16	14	14	16
# Inmates on Psych Rx	160	160	176	164	164
% Inmates on Psych Rx	16.4%	16.6%	18.2%	16.6%	16.3%
# Inmates with a mental health diagnosis	165	164	164	157	163
# Inmates with Axis I Diagnosis	156	152	160	154	160
# Inmates with MRDD Diagnosis	7	8	7	7	7
# Inmates with a SA Diagnosis	63	66	470	72	74
Average Facility Population	974	966	969	988	1004
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	34	23	29	580	51
Diagnostic Evaluations	0	0	0	0	0
Psych Stability Reviews	3	11	15	1	5
Psych Testing	5	0	11	2	4
Sick Call Requests	34	37	38	43	35
Psychiatric Triage Tx Plans	18	10	13	23	21
Individual Therapy Session	89	80	102	63	92
Suicide Attempts	2	0	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	83	53	77	75	78
GROUP THERAPY SERVICES					
# of Group Screenings	17	17	15	34	3
# of Sex Offender Treatment Groups	9	5	8	5	13
# of Crime Victim Awareness Groups	12	23	9	6	9
# of Anger Control / Cog. Restructuring	1	2	4	2	2
# of Batterer's Intervention Prevention	0	0	0	0	0
Total # of Group Therapy Contacts					
Sex Offender Treatment Group Participants	19	13	17	21	16
Crime Victim Awareness Group Participants	29	90	38	17	18
Domestic Violence Intervention Prevention Participants	3	0	0	0	0
Batterer's Intervention Prevention Participants	0	0	0	0	0
MHU Group Participants	0	80	80	80	47

WV Division of Corrections
 COR61359
 Attachment E-14

MOCC 2007

INPATIENT SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Administrative Hearings	7	4	4	5	4
MH Admissions	7	7	6	5	5
MH Discharges	6	4	7	3	8
Restraints Ordered	0	0	0	0	0
Forced Medication Court Orders	0	0	0	0	0
Tx Plans // Beh.Mgmt. Plans	62	55	58	53	53
Commissary/Gym Trips	373	423	372	547	510
Family Contacts	44	61	47	52	54
SEGREGATION SERVICES					
Segregation Evaluations	47	27	70	21	20
Segregation Weekly Rounds	553	498	625	603	524
Ad Seg & Special Mgmt. Hearings	33	46	52	30	37
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	100	92	120	88	104
MH Visit Psychologist	752	1848	1924	1498	1318
MH Visit Therapist	0	0	0	0	0
MH Other Professionals	200	466	400	509	496
Mental Health Services	1052	2406	2044	2095	1918

WV Division of Corrections
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Attachment E-15

- Pruntytown 2007					
PSYCHIATRIC SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Psychiatric New Referral	6	5	12	2	12
Psychiatric Follow Up	21	6	8	12	5
# Inmates on Psych Rx	27	33	31	35	32
% Inmates on Psych Rx	9.6%	11.0%	9.0%	10.3%	9.1%
# Inmates with a mental health diagnosis	32	33	31	29	32
# Inmates with Axis I Diagnosis	26	28	31	29	32
# Inmates with MRDD Diagnosis	1	0	0	1	0
# Inmates with a SA Diagnosis	24	24	25	22	25
Average Facility Population	323	300	345	340	351
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	9	8	38	13	15
Psych Stability Reviews	10	25	22	20	27
Psych Testing	0	6	33	10	8
Sick Call Requests	17	0	0	24	29
Psychiatric Triage Tx Plans	0	10	10	14	11
Individual Therapy Session	23	37	57	30	36
Suicide Attempts	0	0	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	3	1	4	4	2
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	27	11	20	14	17
MH Visit Psychologist	62	87	164	115	128
Mental Health Services	89	98	184	129	145

WV Division of Corrections
COR61359
Attachment E-16

St. Mary's 2007

PSYCHIATRIC SERVICES	Jan'07	Feb'07	Mar'07	April '07	May'07
Psychiatric New Referral	5	1	4	7	10
Psychiatric Follow Up	35	18	2	12	28
# Inmates on Psych Rx	57	60	63	52	55
% Inmates on Psych Rx	11.4%	12.6%	12.5%	10.2%	10.1%
# Inmates with a mental health diagnosis	58	58	58	51	54
# Inmates with Axis I Diagnosis	56	57	58	51	54
# Inmates with MRDD Diagnosis	0	0	0	0	0
# Inmates with a SA Diagnosis	32	32	28	28	36
Average Facility Population	499	477	504	508	543
PSYCHOLOGICAL SERVICES					
Psychological Evaluations	5	8	5	9	9
Diagnostic Evaluations	0	0	0	0	0
Psych Stability Reviews	16	12	10	2	3
Psych Testing	0	0	0	1	1
Sick Call Requests	19	21	20	20	21
Psychiatric Triage Tx Plans	0	5	9	7	10
Individual Therapy Session	10	4	5	4	9
Suicide Attempts	0	0	0	0	0
Suicides	0	0	0	0	0
Treatment Team Meetings	3	7	2	5	3
MENTAL HEALTH TOTALS					
MH Visit Psychiatrist	40	19	6	19	38
MH Visit Psychologist	53	57	51	48	56
Mental Health Services	93	76	57	67	94

COR 61359
Attachment E-17

WV Division of Corrections
Mental Health Report Timeframes

Types of Assessments	Days for WVDOC to Complete from Intake
Personality Testing	4
Intellectual Testing	4
Academic Testing	4
Neurological Testing	4
Criminogenic Testing	4
Summary Admission Interview	4
Summary Admission Report –Typed	7
Pass all above information to Vendor	7

Vendor Tasks	Days for Vendor to Complete from Intake
Psychological Interview	12
Score any additional testing	12
Psychological Stability Score	12
Draft Psychological Complete	15
Complete Psychological (with signature by clinical supervisor)	28
Complete Psychological to WVDOC	30

COR61359
Attachment F

West Virginia Division of Corrections
Program Mentor

Program Mentor for the West Virginia Division of Corrections **will** perform duties in partnership with the WVDOC Director of Programs.

Program Mentor **will** be responsible for four (4) areas: Program Development, Quality Control, Consultation and Communication, and Professional Development of Staff. Following are specific duties related to the role of Program Mentor.

Program Development

- Collaborate with direct service providers to establish guidelines and/or protocols for treatment in accordance with standards outlined by law, policy, and other state, federal, and professional organizations.
- Collaborate with direct service providers to develop and/or redesign programs for offenders housed in the WVDOC.
- Collaborate with direct service providers to establish common practices in the specific program area.

Quality Control

- Conduct routine site visits of all WVDOC facilities to ensure the consistency and high quality of program delivery.
- Encourage professional development and compliance with ethical standards in the assigned area.

Consultation and Communication

- Serve as the primary consultant to staff responsible for treatment services in matters relating directly to program or service delivery.
- Research and advise the Director of Programs of best practices in providing services in assigned area.
- Attend statewide meetings relating to the assigned program area.
- Provide monthly progress reports to the Director of Programs by the 5th day of each month.
- Make verbal presentations to the Programs Committee on a quarterly basis.

Professional Development of Staff

- Identify training needs of WVDOC staff responsible for providing treatment of services.
- Coordinate the development of training within the WVDOC relating to the assigned program area.
- Ensure initial and on-going training for program facilitators.
- Coordinate placement of staff in outside training programs.

COR61359

Attachment G-1

WV Division of Corrections

PROGRAM THERAPIST

Minimum Qualifications:

This description is applicable to all three programs: Sex Offender (SOP, Phases I, II and III); Trauma Recovery and Empowerment for Women (TREM); and Domestic Violence Intervention and Prevention for Women (DVIP).

- Completion of a four-year degree in behavioral or social sciences or related field; enrolled and actively pursuing a graduate degree in psychology, counseling, social work.
- Two years of experience in direct clinical services or two years experience that is documented and while receiving hands-on-supervision by a clinical supervisor.

Additionally, the Therapist/Facilitator is responsible for providing the services of SOP, TREM and DVIP. The Therapist/Facilitator **shall** make contact with the Case Manager within seven (7) days of receiving a program referral for services. They **shall** also be responsible for interviewing the offender and determining appropriateness for program enrollment and the report the results to the offender's Case Manager within fourteen (14) days from receiving the referral.

COR61359

Attachment G-2

WV Division of Corrections

PROGRAM DESCRIPTIONS

Domestic Violence Intervention and Prevention for Women: Domestic Violence Intervention and Prevention for Women should be recommended for any female offender with a current offense that involves family-based violence or with a history of residing in the environment of family-based violence. This program is designed specifically for the female offender in addressing her criminal behavior at the same time that she is afforded the opportunity to recognize and address her own victimization.

Trauma Recovery and Empowerment for Women: Trauma Recovery and Empowerment for Women is designed to address trauma issues within women's lives. Women who have experienced abuse (physical, sexual, and/or emotional) across their life span are appropriate to be referred into this program. TREM facilitators **will** be responsible for conducting more in-depth assessments to determine actual appropriateness for program placement upon referral.

Sex Offender Program: The Sex Offender Program was developed to enhance offenders' ability to successfully address their history of sexual offending in a manner that causes no further harm to others. The premise of this program is to use an educational, cognitive-behavioral approach to teach the participants the components of sexual offending and how sexual offending affects others. At a minimum, the topics that are covered include: legal definitions of sexual offending, sex offender registration, offending cycles, victim empathy and managing emotions.

Sex Offender Program Phase I: (Psycho-education) Sex Offender Program Phase I should be recommended for all offenders with a current offense that involves sexual violence or abuse or with a history of sexual violence or abuse, which includes offenders who have "hidden" sex crimes (i.e. dismissed charges, offenses with a sexual component that were plead down to non-sexual crimes, etc.).

Sex Offender Program Phase II: (Cognitive Restructuring) Sex Offender Program Phase II should be recommended **ONLY** by the program facilitator.

Sex Offender Program Phase III: (Relapse Prevention) Sex Offender Program Phase III should be recommended **ONLY** by the program facilitator. It is designed to be provided to offenders who are near discharge and/or parole eligibility. Offenders at Anthony Correctional Center **will** have only Phase III available to them; in that facility, it is appropriate for Case Supervisors to make this recommendation.

Alternate #2 Joint Proposal

WV Division of Corrections

and

WV Regional Jail & Correctional Facility Authority

Part 1

GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

Same as in base proposal.

1.2 Project:

Same as in base proposal and to include the following additional ten (10) Regional Jails:

- Central Regional Jail
- Eastern Regional Jail
- North Central Regional Jail
- Northern Regional Jail
- Potomac Highlands Regional Jail
- South Central Regional Jail
- Southern Regional Jail
- Southwestern Regional Jail
- Tygart Valley Regional Jail
- Western Regional Jail

and at the following two (2) Correctional Centers:

- Northern Correctional Center
- Ohio County Correctional Center

The successful vendor **will** be awarded a one (1) year contract, with an option to renew for four (4) additional one (1) year periods.

1.3 RFP Format:

Same as in base proposal.

1.4 Inquiries:

Same as in base proposal.

1.5 Vendor Registration:

Same as in base proposal.

1.6 Oral Statements or Commitments:

Same as in base proposal.

1.7 Economy of Preparation:

Same as in base proposal.

1.8 Labeling of RFP Sections:

Same as in base proposal.

1.8.1 *Mandatory Requirements:*

Same as in base proposal.

1.8.2 *Contract Terms and Conditions:*

Same as in base proposal.

1.8.3 *Informational Sections:*

Same as in base proposal.

1.9 Proposal Format and Submission:

1.9.1 Same as in base proposal.

1.9.2 Same as in base proposal.

1.9.3 Same as in base proposal.

1.9.4 Same as in base proposal.

1.9.4.1 *Evaluation Criteria:*

Same as in base proposal.

1.9.4.2 *Proposal Format and Content:*

Same as in base proposal.

1.9.4.3 *Technical Bid Opening:*

Same as in base proposal.

1.9.4.4 *Technical Evaluation:*

Same as in base proposal.

1.9.4.5 *Cost Bid Opening:*

Same as in base proposal.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference:*

Same as in base proposal.

1.9.4.7 *Contract Approval and Award:*

Same as in base proposal.

1.10 **Rejection of Proposals:**

Same as in base proposal.

1.11 **Incurring Costs:**

Same as in base proposal.

1.12 **Addenda:**

Same as in base proposal.

1.13 **Independent Price Determination:**

Same as in base proposal.

1.14 **Price Quotations:**

Same as in base proposal.

1.15 **Public Record:**

1.15.1 *Submissions are Public Record.*

Same as in base proposal.

1.15.2 *Written Release of Information.*

Same as in base proposal.

1.15.3 *Risk of Disclosure.*

Same as in base proposal.

1.16 Schedule of Events:

See base proposal 1.16, same schedule to be used.

1.17 Mandatory Pre-bid Conference:

Same as in base proposal.

1.18 Purchasing Affidavit:

Same as in base proposal.

1.19 General Terms and Conditions:

Same as in base proposal.

1.19.1 *Conflict of Interest:*

Same as in base proposal.

1.19.2 *Prohibition Against Gratuities:*

Same as in base proposal.

1.19.3 *Certifications Related to Lobbying:*

Same as in base proposal.

1.19.4 *Vendor Relationship:*

Same as in base proposal.

1.19.5 *Indemnification:*

Same as in base proposal.

1.19.6 *Contract Provisions:*

Same as in base proposal.

1.19.7 *Governing Law:*

Same as in base proposal.

1.19.8 *Compliance with Laws and Regulations:*

Same as in base proposal.

1.19.9 *Subcontracts/Joint Ventures:*

Same as in base proposal.

1.19.10 *Term of Contract & Renewals:*

Same as in base proposal.

1.19.11 *Non-Appropriation of Funds:*

Same as in base proposal.

1.19.12 *Contract Termination:*

Same as in base proposal.

1.19.13 *Changes:*

Same as in base proposal.

1.19.14 *Invoices, Progress Payments, & Retainage:*

Same as in base proposal.

1.19.15 *Liquidated Damages:*

Same as in base proposal and add:

Should the contractor fail to achieve NCCHC accreditation within one (1) years of contract award, or fail to maintain reaccreditation, the Contractor **shall** be assessed a penalty of \$50,000.00 for each jail failing to meet said accreditation.

1.19.16 *Record Retention (Access & Confidentiality):*

Same as in base proposal.

Part 2 OPERATING ENVIRONMENT

2.1 Location: Same as in base proposal. *See Attachment H* for map of Regional Jail Authority facility locations.

2.2 Background: Same as in base proposal and add:

The West Virginia Regional Jail and Correctional Facility Authority, a body corporate and a government instrumentality, is a division within the Department of Military Affairs and Public Safety, and is responsible for the construction and operation of regional jail facilities pursuant to Chapter 31-20-1 et seq. of the West Virginia Code and Administrative Rules 95CSR1.

The West Virginia Regional Jail and Correctional Facility Authority's Central Office is located in Charleston, West Virginia. This office is responsible for the operation and management of 10 regional jails located throughout the state. Each jail is constructed along the same design, although some jails have two (2) pods, some have three (3) pods and some have four (4) pods. Each pod consists of 96 cells.

2.3 **General Institution & Site Information:**

Same as in base and to include the following:

The *Eastern Regional Jail* (304-267-0045) is located at 94 Grapevine Road, Martinsburg (Berkeley County), West Virginia 25401. This three (3) pod facility serves inmates from the Berkeley, Jefferson and Morgan Counties. The average daily inmate population for this facility during FY2006 was 414.

The *Central Regional Jail* (304-765-7904) is located at 300 Days Drive, Flatwoods (Braxton County), West Virginia 26601. This two (2) pod facility serves inmates from Braxton, Calhoun, Clay, Gilmer, Lewis, Nicholas, Roane, and Webster Counties. The average daily inmate population for this facility during FY2006 was 264.

The *North Central Regional Jail* (304-873-1384) is located at #1 Lois Lane, Greenwood (Doddridge County), West Virginia 26415. This four (4) pod facility serves inmates from Doddridge, Harrison, Marion, Monongalia, Pleasants, Tyler, Wirt, Ritchie and Wood Counties. The average daily inmate population for this facility during FY 2006 was 534.

The *Potomac Highlands Regional Jail* (304-496-1275) is located at 13 Dolan Drive, Augusta (Hampshire County), West Virginia 26704. This two (2) pod facility is used to house inmates from Grant, Hampshire, Hardy, Mineral and Pendleton Counties. The average daily inmate population for this facility during FY 2006 was 233.

The *South Central Regional Jail* (304-558-1336) is located at 1001 Centre Way, Charleston (Kanawha County), West Virginia. This three (3) pod facility serves the counties of Jackson and Kanawha. The average daily inmate population for this facility during the FY2006 was 491.

The *Southern Regional Jail* (304-256-6726) is located at 1200 Airport Road, Beaver (Raleigh County), West Virginia 25813. This three (3) pod facility serves the counties of Fayette, Greenbrier, Mercer, Monroe, Raleigh, Summers and Wyoming. The average daily inmate population for this facility during FY2006 was 510.

The *Southwestern Regional Jail* (304-239-3032) is located at #13 Gaston Caperton Drive, Earl Ray Tomblin Industrial Park, Holden (Logan County), West Virginia 25625. This three (3) pod facility serves inmates from Boone, Lincoln, McDowell and Mingo counties. The average daily inmate population for this facility during FY2006 was 364.

The *Tygart Valley Regional Jail* (304-637-0382) is located at 400 Abbey Road, Belington, West Virginia. This three (3) pod facility serves the counties of Barbour, Upshur, Pocahontas, Preston, Randolph, Taylor, and Tucker. This facility opened in October 2005; the average daily inmate population for this facility during the last eight (8) months of FY2007 was 360. The inmate population figure is utilizing the FY 2007 data because the jail was not open a full year in FY 2006.

The *Western Regional Jail* (304-733-6821) is located at One O'Hanlon Place, Barboursville (Cabell County), West Virginia 25504. This four (4) pod facility serves the counties of Cabell, Lincoln, Mason, Putnam and Wayne. The average daily inmate population for this facility during FY2006 was 498.

The *Northern Regional Jail* (304-843-4067) is located at RD2, Box 1, Moundsville (Marshall County), West Virginia 26041. This two (2) pod facility serves inmates from Brooke, Hancock, Marshall, Ohio and Wetzel Counties. The average daily inmate population for this facility during FY2006 was 312.

The *Northern Correctional Center* (304-843-4067) is located at RD2, Box 1, Moundsville (Marshall County), West Virginia 26041. This two (2) pod facility houses state-sentenced inmates and is operated by the Division of Corrections and shares a physical plant with Northern Regional Jail. The average daily inmate population for this facility during FY2006 was 250.

The *Ohio County Correctional Center* (304-238-1007) is located at 1501 Eoff Street, Wheeling (Ohio County), West Virginia 26003. This 54 bed facility houses state-sentenced inmates and is operated by the Division of Corrections. It is located about twenty minutes north of the Northern Regional Jail. The average daily inmate population for this facility during FY2006 was 58. The inmates assigned to this Center participate in community work projects. Their health status and ability to perform manual labor is a factor in placement.

Part 3

PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

Same as in base proposal and add:

All inmate medical services provided under this contract at the ten (10) Regional Jails **shall** be in accordance with 95CSR1, the standards of the National Commission on Correctional Health Care and the West Virginia Regional Jail and Correctional Facility Authority Policy and Procedures. 95CSR1 rules can be found on the following internet website:

<https://www.wvsos.com/csr/verify.asp?TitleSeries=95-01>

All inmate medical services provided under this contract at the two (2) Correctional Centers **shall** be in accordance with American Correctional Association standards, the standards of the National Commission on Correctional Health Care and West Virginia Division of Corrections Policy Directives.

Please note that the Northern Regional Jail and the Northern Correctional Facility is operating as a combined facility and all requirements for both the Regional Jails, and the Correctional Facilities **must** be met for each individual population.

3.2 **Scope of Work:**

Same as in base proposal and to include all Regional Jail Facilities as outlined in Part 2 Section 2.3 of the Joint Proposal.

I. Operational definition/glossary of contract terminology

Same as in base proposal and to include inmate medical services at all Regional Jail Facilities in accordance also with 95-1-14 and 95CSR1.

II. General Provisions

A. Comprehensive Health Care and Mental Health Services

Same as in base proposal with the exception of comprehensive mental health services for Regional Jail inmates to be addressed under Section 4 item G to follow.

B. Standards of Services

Same as in base proposal and to include:

1. All inmate medical services provided to Regional Jail inmates under this Contract **shall** be in accordance with 95CSR1 and **shall** meet the standards of the National Commission on Correctional Health Care. All facilities covered under this contract **shall** be accredited through the National Commission on Health Care within one year of the effective date of this contract.
2. The Contractor **shall** maintain documentation of appropriate licensing and accreditation for any hospitals, clinics or laboratories which provide services under this Contract. A copy of these certificates **will** be kept at each facility.

C. Work Stoppage

Same as in base proposal.

D. Reports and Statistics

Same as in base proposal.

E. Compliance with DOC Policy Directives/Staff Notices

Same as in base and add:

The contractor **shall** comply with all applicable Regional Jail and Correctional Facility Authority policy directives/operational procedures.

F. Accreditation

Same as in base and for informational purposes, all regional jail facilities are currently accredited through the National Commission on Correctional Health Care.

G. WV Vendors

Same as in base proposal.

H. Utilities

Same as in base proposal, excluding: "Telemedicine line charges **shall** be the responsibility of the Vendor."

Regional Jail Authority **shall** be responsible for telecommunication line charges.

I. Maintenance and Housekeeping

Same as in base proposal.

J. Transportation

Same as in base proposal.

K. Security

Same as in base proposal.

L. Inmate Transfers

Same as in base proposal as it pertains to the Regional Jail transfers between their facilities.

III. Health Care Services**A. Administrative Services**

Same as base proposal excluding inmate co-pay as Regional Jail Authority does not require this program. The following requirements are necessary for the Regional Jail Authority:

The Contractor may be required to represent and interpret the inmate medical services program to local groups or visitors to the jail as mutually agreed upon by the Contractor and the Administrator.

The Contractor **shall** insure that the medical condition of hospitalized inmates is routinely monitored to insure that hospitalization is continued only until no longer medically necessary.

The Contractor **shall** maintain regular communications with the Administrator of the regional jail and **shall** cooperate in all matters pertaining to Contract, including the

classification, housing assignments, job assignment or program participation of inmates by reason of medical condition or requirements for medical care.

B. Vendor Personnel

Same as in base proposal and applies to Regional Jail Authority and add for Regional Jail Authority services only:

1. When requested, any physician employed by the Contractor **shall** obtain practice privileges at local hospitals for the admission, monitoring and discharge of inmates. When necessary for the treatment of any inmate, the Contractor **shall** be responsible for arrangements with medical specialists.
2. Staffing proposal **shall** be submitted on form provided in *Attachment I*.

C. Vendor Services Provided to the WV DOC Staff

Same as in base proposal with the exception of the Regional Jail Authority's physical examination policy. *See Attachment J 1-3.*

See Attachment K for a listing of the number of Correctional Officer positions for Regional Jail Authority facilities.

D. Emergency Offender Health Services

Same as in base proposal and add: for the Regional Jail Authority, a physician **shall** be on call twenty-four (24) hours a day, seven (7) days a week.

E. Disaster Plan

Same as in base proposal.

F. Non-Emergent Health Services

1. General Provisions

Same as in base proposal and to include same services for inmates in the Regional Jail facilities in accordance with *95-1-14, 95CSR1*.

2. Inmate Screening/Assessments

Same as in base proposal and to include same services for inmates in the Regional Jail facilities in accordance with *95-1-14, 95CSR1*.

3. Sick Call

Same as in base proposal and to include same services for inmates in the Regional Jail facilities in accordance with *95-1-14, 95CSR1*.

4. Dental Services

Add for Regional Jail Authority, compliance with *95-1-14.9.19* and *95-1-14.9.21*

5. Optometry Services

Base proposal only.

6. Auditory Services

Base proposal only.

7. Referrals to off-site health care providers

Same as in base proposal. Additionally, Federal inmates require specific approval of the responsibly Federal Agency.

8. Pharmaceutical services

Base proposal for DOC and to include the following for the Regional Jail Facilities:

- a. All prescriptions and non-prescription medication, medical supplies, books and periodicals **shall** be provided by the Contractor. The Contractor may be required to purchase prescription medications from Minnesota Multi-State Contracting Alliance for Pharmacy if determined that it is advantageous to the authority.
- b. All prescription medication and, whenever possible, non-prescription medications **shall** be in unit dose format and identified by inmate name, initiation and cessation date. Bulk medication, except for such items as aspirin is prohibited and **shall** not be used by the Contractor. All unit dose medications **shall** be formulated by a pharmacist. Distribution of medication **shall** be by Contractor staff in compliance with *95-1-14.9.22* and the standards of the National Commission on Correctional Health Care Standards. The Contractor **shall** maintain and monitor records of all medications dispensed or administered.
- c. When any pre-trial inmate is sent to the Sharpe State Hospital for restoration/stabilization, the Contractor **will** honor any and all medication prescribed by the doctor(s) at Sharpe State Hospital. When the inmate is returned to the Regional Jail, the Contractor **will not** deviate from the medication(s) that were prescribed by the doctor(s) at the Sharpe State Hospital.

All medications **shall** be ordered and dispensed in accordance with applicable minimum standards (See *95-1-14.9.22* and *95-1-14.9.23*), WV Board of Pharmacy regulations and the standards of the National Commission on Correctional Health Care.

9. Infirmary Care

Same as in base proposal and to include for Regional Jails:

1. A manual of nursing care procedures, medical treatment protocol and standing orders for medication **shall** be maintained in the Infirmary. A copy of this manual **shall** be provided to the Jail Administrator within 90 days of commencement of contract; and
2. The Contractor's utilization review process **shall** operate to assure appropriate usage of Infirmary facilities. A monthly report **shall** be provided to the Jail Administrator of Medical Observation Unit utilization on a monthly unit.

10. Radiology Services

Same as in Base Proposal, Contractor **will** bear responsibility for these services for the Regional Jail Services also.

11. Laboratory Diagnostic Services

Same as in Base Proposal, Contractor **will** bear responsibility for these services for the Regional Jail Services also.

12. EKG Services

Same as in Base Proposal.

13. Long Term Care

Same as in Base Proposal.

See Attachment L for a list of the utilization of Health Services for existing Regional Jail Authority facilities from January-December 2006.

G. Mental Health Services

Same as in base proposal and to include for the Regional Jail Authority:

Psychiatric Illness See 95-1-14.9.11, 95-1-14.9.12 and WV Code Chapter 27-5-2 as amended.

Chapter 27-5-2, as amended, provides that if the individual to be examined is in a jail, prison or other correctional facility, then only the chief administrative officer of the facility holding the individual may file the application for involuntary hospitalization. The application **must** include an additional statement that the correctional facility itself cannot reasonably provide treatment and other services for the individual's mental illness or addiction.

The Contractor **shall** provide for consultation, crisis intervention and evaluation of inmates by psychiatrists or psychologists, as necessary.

Mental Health Evaluation: The Contractor **shall** provide crisis intervention services, including but not limited to the evaluations of and certifications of inmates who may require involuntary hospitalization

Drug and Alcohol Detoxification: The Contractor **shall** provide detoxification services for inmates.

Administration of Addictive or Psychotropic Medication: The Contractor **shall** administer potentially addictive or psychotropic medication in liquid form or crushed and dissolved in water unless otherwise specified by a doctor.

H. Hospitalization

Same as in base proposal.

I. Medical Records

Same as in base proposal and additional regulations apply for Regional Jail Authority:

95-1-14.9.24 and 95-1-14.9.25

J. Material, Supplies and Equipment

Same as in base proposal for the WV DOC. Delete all for the Regional Jail Authority and insert:

The Contractor **shall** be responsible for maintenance, repair and replacement of owner supplies and equipment and for acquisition or additional equipment and supplies necessary for the provision of services to the WV Regional Jail Authority.

K. Disposal of biomedical hazardous waste

Same as base proposal and applies to Regional Jail Authority.

L. Area and informational security

Same as in base and applies to Regional Jail Authority.

M. Inmate Health Education

Only in Base Proposal, not applicable for Regional Jail Authority.

N. Catastrophic capitation

Same as in base proposal with the exception that the aggregate maximum of \$500,000.00 is not applicable to the Regional Jail Authority.

Add:

1. Payments for in-patient hospital charges in excess of contract limits **will** be billed to the Authority as reimbursements after the original medical bills have been paid by the contract provider; charges for federal inmates are the responsibility of the United States Marshal's office; and excess charges for state inmates are the responsibility of the Division of Corrections.
2. State and Federal agencies are responsible for all non-routine inmate medical costs outside the facility (hospitalization and specialty consultations) after the catastrophic cap has been met.
3. For project account numbers please see *Attachment M*.

O. Quality Management Support Services

Same as in base proposal for Regional Jail Authority also.

P. Telemedicine

Base Proposal and add: Regional Jail Authority has telemedicine capabilities in all jails and is currently operational. RJCFA is requesting that vendors submit in their proposal a plan for the utilization of this technology.

Q. Inmate Death

Same as in base proposal.

R. Special Contract Requirements for the Regional Jail Authority Services Only

1. Forensic Unit

The contractor **will** be required to provide staff and mental health services to the forensic unit located adjacent to the South Central Regional Jail. The contractor **shall** administer the South Central Regional Jail Forensic Unit under the guidance of the Bureau of Behavioral Health Services Facilities under the Department of Health and Human Resources to include treatment programs. The Patients in the South Central Regional Jail Forensics Unit's medical care **shall** be paid for in whole by the West Virginia Department of Health and Human Resources.

2. Inmate Trustee Physical Examination: The Contractor **shall** conduct a physical examination of each inmate being considered for assignment to the Trustee Program;

such examinations **shall** be included as a part of the Contract price. Physical examination of inmates prior to assignment to kitchen: This examination should include testing for tuberculosis and include a basic physical examination but does not need to include extensive laboratory or other diagnostic tests

3. Maintenance of Records and Reports: The Contractor **shall** make and maintain such records and reports as may be required for compliance with regulations of the Department of Health and Human Resources, the Board of Pharmacy and the Center for Communicable Diseases and **shall** notify the Administrator of such reports.

4. Maintenance of First Aid Supplies: The Contractor **shall** conduct a monthly inspection of all institutional and vehicular first aid supplies and **shall** replenish necessary supplies as may be required.

5. Body Cavity Searches: The Contractor **shall**, upon request of the Administrator, conduct and document body cavity searches of inmates or **shall** subcontract with another entity to conduct and document such searches.

6. Tuberculosis screening for inmates is the most prevalent form of testing for infectious diseases. Other testing including HIV and Hepatitis is done only as indicated by other symptoms or complaints.

7. Complaint Procedure:

The vendor **shall** specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the medical services program. Regional Jail regulations require that all complaints received by the administrative staff be referred, in writing, to the Medical Director who **shall** respond in three (3) days of receipt of the complaint.

8. Policies and Procedures:

The proposal **shall** indicate the method the vendor **will** follow in establishing, implementing and revising medical services policies and procedures in accordance with West Virginia minimum jail standards (95CSR1) and WVRJFCA policies and procedures.

3.3 SPECIAL TERMS AND CONDITIONS

Same as base proposal.

Part 4 PROPOSAL FORMAT

Same as in base proposal, but add in Section 3

4.1 Vendor's Proposal Format:

This part of the RFP outlines the format that the Vendor **must** follow in arranging the information the Vendor **shall** include when preparing the proposal. The proposal **must** include the following sections:

Title Page - The title page should state the RFP subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I Capacity to meet the requirements of the RFP:

Vendor organization, structure and corporate/regional management; vendors sound financial stability to include vendors most recent financial audit; service expertise with identified population; recruiting capabilities; management support and monitoring of on-site locations; cost containment programs and services to include data mining; comprehensive plan for delivery of services intra- and inter-facility; demonstrated knowledge of NCCHC and ACA standards with history of gaining and maintaining accreditation on a statewide basis. Planned regional management staffing to include job descriptions and resumes, staffing pattern by job title, and FTEs for each contracted location.

Section II Experience

Demonstrated experience in providing comprehensive and integrated Medical/Mental Health services to a confined prison and jail inmate population to a statewide system of similar size and scope in previous five (5) years. Provide listing to include: institution, contact person, telephone number and concise description of services and number of individuals served. Vendor **must** provide a complete reference client list for like services, which **must** include a minimum of three (3) references.

Section III. Mental Health Plan of Delivery

Vendor's assessment of mental health needs; proposed staffing plan by job title and FTEs for each location; mental health service expertise; comprehensive plan for delivery of services intra- and inter-facility for WVDOC and assessment and delivery of services for the Regional Jail Authority Forensic Unit.

Section IV. Cost: Monthly and Annualized Cost

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 **Evaluation Process:**

4.2.1 Method of Evaluation:

Same as in base proposal.

4.3 **Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

Alternate #2-JOINT PROPOSAL WVDOC & RJCFA

A. Capacity to meet the requirements of the RFP:

Vendor organization, structure and corporate/regional management; vendors sound financial stability to include vendors most recent financial audit; service expertise with identified population; recruiting capabilities; management support and monitoring of on-site locations; cost containment programs and services to include data mining; comprehensive plan for delivery of services intra- and inter-facility; demonstrated knowledge of NCCHC and ACA standards with history of gaining and maintaining accreditation on a statewide basis. Planned regional management staffing to include job descriptions and resumes, staffing pattern by job title, and FTEs for each contracted location.

30 Points Possible

B. Experience

Demonstrated experience in providing comprehensive and integrated Medical/Mental Health services to a confined prison and jail inmate population to a statewide system of similar size and scope in previous five (5) years. Provide listing to include: institution, contact person, telephone number and concise description of services and number of individuals served. Vendor **must** provide a complete reference client list for like services, which **must** include a minimum of three (3) references.

20 Points Possible

C. Mental Health Plan of Delivery

Vendor's assessment of mental health needs; proposed staffing plan by job title and FTEs for each location; mental health service expertise; comprehensive plan for delivery of services intra- and inter-facility for WVDOC and assessment and delivery of services for the Regional Jail Authority Forensic Unit.

15 Points Possible

D. Oral Presentation The ability to articulate concisely and factually present their technical proposal.

5 Points Possible

E. Cost

30 Points Possible

Total 100 Points Possible

This Joint Cost Proposal **will** be evaluated by the use of the following formula; for all vendors who attain the minimum acceptable score only:

Lowest price of all proposals

_____ X 30 = Price Score

Price of Proposal being evaluated

4.4 Minimum Acceptable Score:

Same as in base proposal.

4.5 Cost Proposal Alternate #2—Joint WVDOC & RJCFA

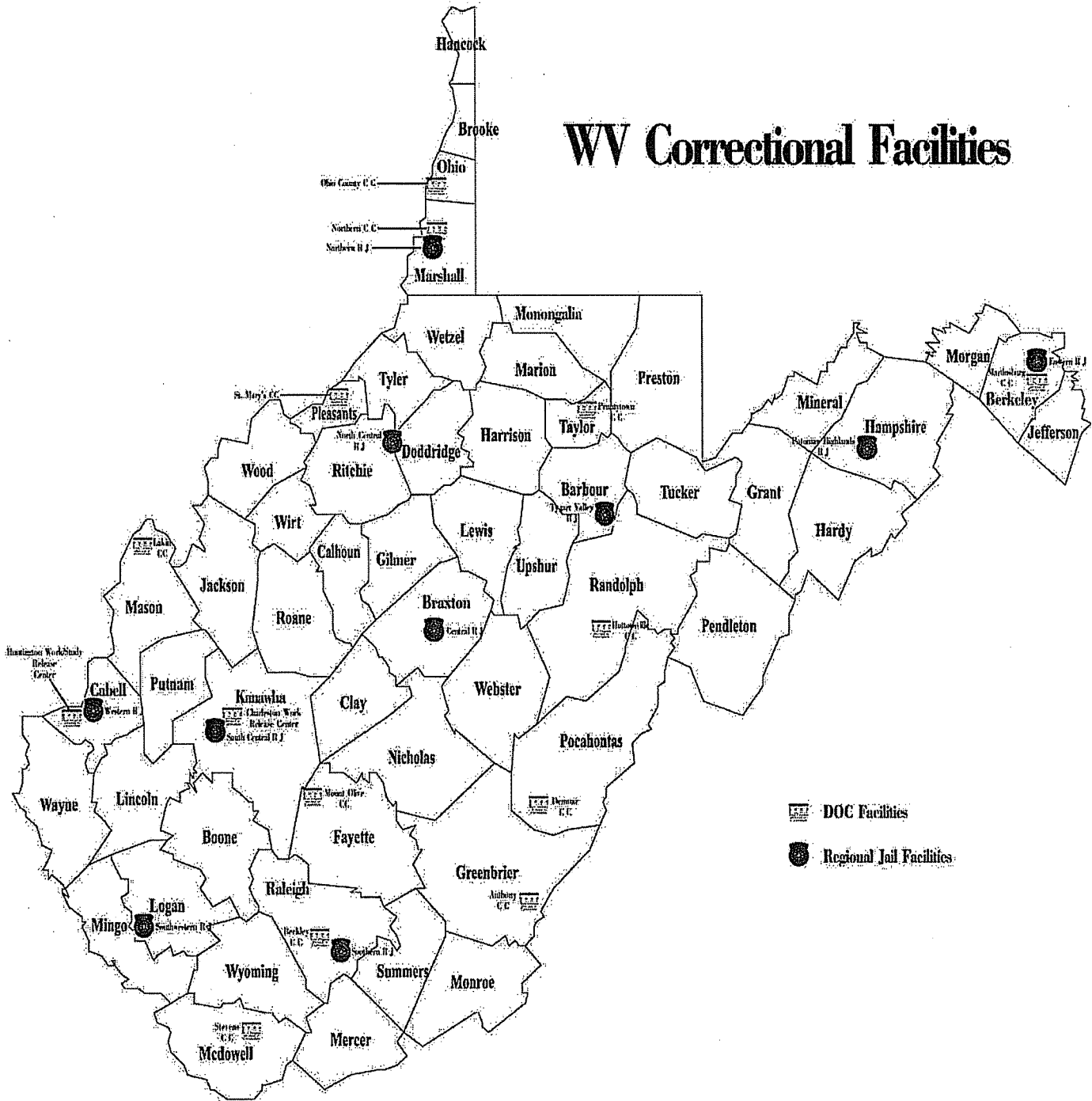
	WVDOC	RJCFA	GRAND TOTAL
Total monthly all inclusive fee for Medical/Mental Health Services	\$	\$	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$	\$	\$
Vendor must also provide an annualized itemized proposal cost to include:			
Salaries (excluding Mental Health component)	\$	\$	\$
Associated Benefits (excluding Mental Health component)	\$	\$	\$
Pharmaceuticals	\$	\$	\$
<i>Provide Vendor Name & Location:</i>			
WV DOC	WV RJCFA		
Optical	\$	\$	\$
<i>Provide Vendor Name & Location:</i>			
WV DOC	WV RJCFA		
Other Miscellaneous Supplies	\$	\$	\$
Mental Health Component (including salaries & benefits & any other costs associated with Mental Health component, excluding pharmaceutical)	\$	\$	\$
Subcontractor Name (if applicable)			
WV DOC	WV RJCFA		
Hospital	\$	\$	\$
Specialty Consult, referrals, etc.	\$	\$	\$
Malpractice	\$	\$	\$
South Central Forensic Unit Cost (RJCFA only)	\$	\$	\$
Pharmacy Consult (for Work Release & Beckley Centers only)	\$	\$	\$
Administrative Overhead/Management Fee	\$	\$	\$
Any other cost— <i>Please List</i>	\$	\$	\$
TOTAL ANNUALIZED COST	\$	\$	\$

Cost Proposal Alternate #2 Continued

In addition to Total Annualized Cost above, vendor **shall** provide a breakdown by facility for the WV RJCFA only in the chart below.

Facility Name	Monthly Fee	Annual Fee
Central Regional Jail	\$	\$
Eastern Regional Jail	\$	\$
Northern Regional Jail	\$	\$
North Central Regional Jail	\$	\$
Potomac Highlands Regional Jail	\$	\$
South Central Regional Jail	\$	\$
Southern Regional Jail	\$	\$
Southwestern Regional Jail	\$	\$
Western Regional Jail	\$	\$
Tygart Valley Regional Jail	\$	\$
Northern Correctional Center	\$	\$
Ohio County Correctional Center	\$	\$
South Central Forensic Unit	\$	\$

WV Correctional Facilities



COR61359

Attachment I

Vendors **shall** specify their use of the following suggested categories of staff for each of the facilities included in this procurement:

Personnel Category	Full Time Equivalent All Jails
Medical Director (Physician)	
Program Administrator (Physician Assistant/RN/LPN)	
Physician Assistant	
Registered Nurse	
Licensed Practical Nurse	
Medical Assistant	
Dentist	
Psychiatrist / Psychologist	
Clerical / Support Staff	
<i>Total All Staff</i>	

Please complete one (1) chart for each Regional Jail Authority facility.

 WV Regional Jail and Correctional Facility Authority

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Policy and Procedure Statement

Document Number 3005
Effective Date: May 15, 1997**CHAPTER:** Personnel**SUBJECT:** Pre-employment and Annual Physical Examination**REFERENCE:** WV Jail Standard 4.5**CANCELLATION:** Policy and Procedure Statement Number 3005, dated
8 November 1989**POLICY:** The Authority shall employ and retain only those persons who meet prescribed physical condition standards, for the position of correctional officers in the regional jails.

Such standards are necessary to assure sustained quality performance by each officer in a strenuous and stressful occupational environment.

PROCEDURE:

1. Following a conditional offer of employment, a physical examination shall be conducted by a physician approved by the Authority.
2. The cost of such examination shall be paid by the Authority.
3. Applicants who do not meet prescribed standards shall no longer be considered for employment, unless a reasonable accommodation is requested as provided in paragraph six (6) below.
4. Non-probationary officers shall receive a physical examination annually.
5. Any non-probationary officer who fails to meet minimum standards for the physical examination shall be terminated from employment, unless the basis for failure is waived as provided in paragraph six (6) below, or is a condition which may be remedied within a period of thirty days.
6. The Executive Director may, at his discretion, upon consultation with qualified medical and/or physical fitness authorities and legal counsel, make a reasonable accommodation or waive medical and/or physical fitness disqualifications. Medical and/or physical fitness authorities must certify that the accommodation will not interfere with performance of duties.

WV Regional Jail and Correctional Facility Authority

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Policy and Procedure Statement

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Effective Date: May 15, 1997

7. The physical examination shall consist of the following:
- a. A comprehensive medical history questionnaire covering family health history and current health habits such as smoking, alcohol intake, physical activity and medication. Special emphasis shall be placed on primary factors associated with coronary heart disease, i.e., high blood pressure, smoking, high blood fat levels, obesity, physical inactivity and family history of coronary heart disease.
 - b. Applicants shall be free from any marked deformity and from all parasitic or systemic skin disease which would interfere with the performance of duties or present a health hazard.
 - c. Applicants shall be free from color recognition deficiencies, chronic inflammation of the eyelids, and/or permanent abnormalities of either eye. Applicants shall possess visual acuity of 20/80 without corrective lens (each eye shall be tested separately) corrected to a binocular vision of 20/20 and peripheral vision of seventy (70) degrees or more (each eye to be tested separately).
 - d. Applicants shall possess normal hearing in each ear. Applicants' hearing shall be electronically tested in a sound controlled environment for pure tones at the following frequencies: 500, 1000, 2000, and 3000 Hz (kilocycles). Each ear shall be tested separately. The following shall be grounds for rejection for employment: hearing loss for pure tones in excess of 15 decibels in one ear for any three of the pure tone frequencies tested.
 - e. Applicants shall possess no obstructions to normal free breathing which would interfere with the performance of duties. The mouth shall be free from any deformity which might interfere with distinct speech patterns. Teeth shall be clean, in good repair and well cared for. There shall be no chronic upper respiratory infection which would interfere with the performance of duties.

WV Regional Jail and Correctional Facility Authority

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Policy and Procedure Statement

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Effective Date: May 15, 1997

- f. Applicants shall possess full and easy regular respiration. Applicants' chests shall be x-rayed. There shall be no x-ray findings which would indicate a condition that would interfere with performance of duties. The respiratory system shall be free of active disease.
- g. An electrocardiogram shall be administered to all applicants and all heart functions shall be clinically normal. The resting pulse rate shall be normal and regular. Blood pressure shall not exceed 135/90. Temperature shall be normal. A chemical analysis of blood shall be performed and include complete blood count, indices, differential, mark hycl 17 or comparable test, and a serologic test for syphilis. Any indication of syphilis shall be grounds for rejection. Applicants shall be free from severe varicose veins and/or any marked tendency toward their formation.
- h. Applicants shall submit a specimen for routine urine analysis. Reproduction organs shall be free from any significant disease.
- i. Applicants shall be totally free from inguinal or incisional hernia.
- j. Applicants shall be free from afflictions of the joints, stiffness, malformations, arthritis or other conditions which may prevent the proper performance of their assigned duties. All fingers, thumbs, and toes shall be functional in their entirety.



Executive Director

COR61359

Attachment K

Correctional Officer Numbers by Facility
WV Regional Jail and Correctional Facility Authority

Jail	Number CO's
Central Regional Jail	66
Eastern Regional Jail	76
North Central Regional Jail	106
Northern Regional Jail	57
Potomac Highlands Regional Jail	65
South Central Regional Jail	80
Southern Regional Jail	82
Southwestern Regional Jail	83
Western Regional Jail	101
Tygart Valley Regional Jail	81

COR61359

Attachment L

Health Services Utilization of Existing Facilities
 WV Regional Jail and Correctional Facility Authority
 January 1, 2006—December 31, 2006

	Emergency Room Visits	In-Patient Hospital Days
Central Regional Jail	22	11
Eastern Regional Jail	23	9
North Central Regional Jail	53	20
Northern Regional Jail	33	18
Potomac Highlands Regional Jail	32	9
South Central Regional Jail	27	20
Southern Regional Jail	39	23
Southwestern Regional Jail	23	7
Ohio County Correctional Center	7	2
Western Regional Jail	28	31
Tygart Valley Regional Jail	24	21

COR61359

Attachment M

WV Regional Jail Authority Project Accounts:

Central Regional Jail	6658-FY-0615-099
Eastern Regional Jail	6650-FY-0615-099
North Central Regional Jail	6667-FY-0615-099
Potomac Highlands Regional Jail	6692-FY-0615-099
South Central Regional Jail	6656-FY-0615-099
Southern Regional Jail	6663-FY-0615-099
Southwestern Regional Jail	6652-FY-0615-099
Western Regional Jail	6665-FY-0615-099
Northern Regional Jail	6654-FY-0615-099
Tygart Valley Regional Jail	6669-FY-0615-099
Northern Correctional Center	0450-FY-8389-534-305
Ohio County Correctional Center	0450-FY-8383-883-305

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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: _____