



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
DJS010232

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES
 JOBSITE
 SEE SPECIFICATIONS

304-558-2036

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

BID OPENING DATE: **09/19/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR PROPOSALS		
				THE PURCHASING DIVISION IS ACCEPTING PROPOSALS FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES TO PROVIDE AN OPEN-END CONTRACT FOR RESIDENT MEDICAL SERVICES AT ITS VARIOUS JUVENILE CENTERS ACROSS WEST VIRGINIA.		
				MANDATORY PRE-BID: 8/22/2007; 10:30 AM		
				LOCATION: PURCHASING DIVISION CONFERENCE ROOM 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305		
				CONTACT: JOHN ABBOTT, SR. BUYER (304) 558-2544		
				ATTACHMENT: SPECIFICATIONS		
0001	1	LS		948-74		
				PROFESSIONAL MEDICAL SERVICES		
				EXHIBIT 2		
				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		

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



State of West Virginia
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 Purchasing Division
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<p>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 THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

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<p>ORDER.</p> <p style="text-align: center;">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 OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p>						

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input type="checkbox"/> 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><input type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF</p>						

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<p>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> <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>						

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<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.: DJS010232-----</p> <p>BID OPENING DATE: 9/19/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ DJS010232 ***** TOTAL:						_____

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REQUEST FOR PROPOSAL
WEST VIRGINIA DIVISION OF JUVENILE SERVICES
MEDICAL SERVICES
DJS010232

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 Division of Juvenile Services, hereinafter referred to as "Agency", to provide comprehensive medical care to juveniles in the custody of the Agency. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10c, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The mission or purpose of the project is to solicit a provider to establish and manage a system which will provide for the delivery of comprehensive medical health care services to those juveniles incarcerated within specific facilities in the State of West Virginia in accordance with NCCHC Standards for Health Services for correction facilities and for detention facilities, American Correctional Association (ACA) Standards for correction facilities and for detention facilities, Division of Juvenile Services Policies and Procedures, and all State and Federal laws and guidelines.

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
P.O. 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 and cost
plus three (3) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

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

Buyer: John Abbott, Senior Buyer
Req#: DJS010232
Opening Date: 09/19/2007
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 which ever 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:** (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the RFP by Purchasing. Events not required may be deleted.)

Release of the RFP.....	07/26/07
Vendor's Written Questions Submission Deadline.	08/17/07
Mandatory Pre-bid Conference	08/22/07
Addendum Issued	08/28/07
Bid Opening Date	09/19/07
Oral Presentation	Week of 9/27/07

1.17 **Mandatory Pre-bid Conference:**

A mandatory pre-bid conference shall be conducted on the date specified above at 10:30 AM. Said conference will be held at WV Purchasing Division Conference Room, 2019 Washington Street, East, Charleston WV 25305. **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 _____ and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) 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 vendor may request an Annual Base Price Increase in Years 2 and 3. The Annual price increase will be based on the June Medical Cost of Living Index (U. S. City Average) as published by the United States Department of Labor, Bureau of Labor Statistics, or 4% whichever is lower.

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.

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.

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 Record Retention (Access & Confidentiality):

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:

The Division of Juvenile Services' central office is located at 1200 Quarrier Street, Charleston, West Virginia 25301. However, delivery of services will be at the following locations, with expectations of expansion in the near future.

JUVENILE CORRECTION FACILITIES

The West Virginia Industrial Home for Youth is located at 7 Industrial Blvd., Industrial, (Harrison County) West Virginia 26375. This maximum security correctional facility is a 204 bed facility which serves adjudicated youthful offenders from all areas of the state. (Planned expansion to 250 beds. Expansion date not currently available, but estimated to be during 2008.)

The Davis Center is located at Blackwater Falls Road, Davis (Tucker County) West Virginia 26260. This minimum security facility is a 60 bed facility which serves youthful offenders from all areas the state. (Planned expansion to 85 beds. Expansion date not currently available.)

JUVENILE DETENTION FACILITIES

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

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

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

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

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

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

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

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

2.2 **Background:**

To establish a provider/system which will provide consistent comprehensive medical health care services to those juveniles residing within specific facilities in the State of West Virginia, which will meet or exceed NCCHC Standards for Health Services for correction facilities and for detention facilities, American Correctional Association (ACA) Standards for correction facilities and for detention facilities, Division of Juvenile Services Policies and Procedures, and all State and Federal laws and guidelines..

PART 3 PROCUREMENT SPECIFICATIONS

3.1 **General Requirements:**

1. Delivery of all services must be in compliance with the West Virginia Division of Juvenile Services' policies and procedures, NCCHC Standards, ACA Guidelines and all applicable local, State and Federal laws and guidelines.
2. Contractor is to strive for ACA accreditation. Within six months the contractor should be ready for an audit. A representative from the contractor will be included in ACA meetings to be part of the preparation efforts. Also, within six (6) months of award the contractor should be prepared to apply for NCCHC accreditation and maintain this status for the length of the contract.
3. All non-emergency health care services shall be in accordance with ACA Standards of Care.
4. The contractor will work with the Division of Juvenile Services in the establishment and structure of sick call and medication administration so as to coordinate the provision of these services within security parameters.
5. Comprehensive health care shall include, but not be limited to the provision of on-site and off-site general medical, dental and/or diagnostic and ancillary services.

3.2 **Scope of Work:**

1. **RECEIVING/INTAKE/ADMISSION:** All residents shall receive a receiving/intake health screening as delineated within the most current NCCHC / ACA Standards, by a LPN, RN or other qualified health care professional within twenty-four (24) hours of admission. This screening shall include at a minimum, current and past medical history with inquiry into current and past illnesses, health problems and conditions.
2. Health Assessments shall be performed by a qualified health care professional for each newly admitted resident within the time frame outlined by NCCHC/ACA Standards. If this assessment is completed by an RN, a physician's signature is required. If the assessment is performed by a mid-level practitioner, such as a PA or NP, the physician may review findings as indicated.

3. Health assessments shall include review of earlier receiving/intake screening and collection of data to complete the medical, dental, psychiatric, gynecological and immunization histories, as outlined by NCCHC/ACA.
4. Dental screening and oral hygiene instructions shall be performed by the contractor upon admission to the custody of the WV Division of Juvenile Services. A complete dental examination is to be performed by a licensed dental professional within 60 days of admission or sooner if there is an indication that the health of the resident would be adversely affected.
5. **PHYSICIAN SICK CALL:** Physician sick call shall be conducted within the parameters of NCCHC/ACA Standards. Sick call will be held :
 - a. A minimum of 2 days per week for facilities with fewer than 100 residents;
 - b. A minimum of 3 days per week for facilities with over 100 residents;Mid-level practitioners, such as NPs and PAs may be utilized for a portion of the physician's sick call hours, not to exceed 50% of the total hours.
6. All contract staff is required to sign in to the facility upon arrival and sign out before leaving.
7. Sick call shall be conducted by a licensed nurse each weekday, Monday through Friday, excluding Federal holidays, at a time that shall not deter residents from seeking care. Those residents requiring evaluations beyond the capabilities of the triage nurse shall be referred to the physician or mid-level practitioner, such as PA or NP. Non-emergency health care requests shall be triaged within twenty-four (24) hours, seventy-two (72) on weekends. When necessary, a referral shall be made for the resident to be evaluated by the physician within three (3) business days of the original complaint. If a resident reports to sick call more than twice with the same complaint, then the resident shall be referred to the physician or mid-level practitioner on the next available visit for further evaluation. The mid-level practitioner will perform evaluations and treatments within his/her scope of practice, referring appropriate patients to the primary care physician as needed. If a resident's custody status precludes attendance at sick call, arrangements will be made to provide sick call services at the juvenile's place of residency.
8. **RESIDENT HEALTH EDUCATION:** The contractor must provide health education services and training in self-care skills to residents. Topics for health education may include, but not be limited to, such areas as personal hygiene, nutrition, physical fitness and methods for self-examination, chemical dependency, sexually transmitted diseases, stress management and chronic disease education. Methods for health education may include individual instructions, classes, group discussion, videotapes, pamphlets and brochures.
9. In the interest of public health of the community, the contractor shall participate in any state or federal programs (pilot) that will assist the Division of Juvenile Services and further promoting public safety. Technical assistance and training shall be made available for nurses conducting HIV, STD and Hepatitis counseling, testing and referral services.

10. **DENTAL SERVICES:** Dental care services are to be provided in accordance with NCCHC / ACA Standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the State of West Virginia. The contractor shall adhere to no less than the minimum number of contracted FTE's for on-site dental services. The Division of Juvenile Services will obtain the necessary equipment to begin operating onsite Dental Services at the Donald R Kuhn Juvenile Center.
11. It is the contractor's responsibility to ensure that the dentist and dental staff are available for treatment of dental emergencies. The contractor will provide the Division of Juvenile Services with a policy and procedure for Emergency Dental Services. Dental emergencies shall receive action within twelve (12) hours of complaint.
12. Dental treatment shall include, but not be limited to extractions, is to be provided only when the health of the juvenile would otherwise be adversely affected.
13. **OPTOMETRY SERVICES:** Optometry services are to be provided in a timely manner in accordance with all applicable NCCHC/ACA standards and guidelines. Optometry examinations and treatment shall be provided so as to adequately attend to the needs of all residents. It is the responsibility of the contractor to provide all equipment necessary for providing these services. Treatment and care which is beyond the scope of expertise of the contractor shall be referred to an off-site specialist. Routine eye examinations will be performed every two years. The contractor is financially responsible for any and all supplies prescribed by a specialist, including spectacles. The contractor shall be responsible for fitting, repair and/or replacement of prosthetics, including those prosthetic devices currently utilized by residents.
14. There shall be no sunglasses or tinted lenses unless medically necessary. That is, the resident's ophthalmologic integrity would suffer or be compromised without the use of these lenses. Contractor will not be responsible for the cost of contact lenses unless they are deemed to be a medical necessity.
15. **AUDITORY SERVICES:** a hearing examination will be performed by a licensed audiologist when indicated by the results of a health appraisal or assessment. The contractor is financially responsible for any and all supplies prescribed by a specialist, including hearing amplification devices. The contractor shall be responsible for fitting, repair and/or replacement of prosthetics, including those prosthetic devices currently utilized by residents.
16. **OFF-SITE PROVIDERS:** All off-site referrals shall be at the expense of the Division of Juvenile Services. The contractor shall make referral arrangements per the designation process for off-site specialty treatment and care for those residents whose health condition warrants the same or for those problems, which may extend beyond the capabilities of the primary health care provider. The contractor will be responsible for consulting with the facility Director / Superintendent prior to any resident going for any non-emergency off-site referral and will require the specific approval of the Facility Director / Superintendent. The Facility Director / Superintendent will be notified as soon as possible of any resident going off site for emergency care.

17. The contractor shall designate a liaison that shall be responsible for scheduling off-site specialty appointments within the community. All off-site referrals shall be coordinated with the facility staff. The contractor shall endeavor to consolidate the scheduling of appointments and services for residents with community physicians, hospitals, and other health care providers. Every effort shall be made to minimize the impact upon security staff that must transport and provide custody to residents during off-site referrals. There may be rare occasions, due to non-availability of transportation vehicles, that non-urgent appointments must be rescheduled. The Division of Juvenile Services shall make every effort to accommodate all off-site referrals.
18. **PHARMACEUTICAL SERVICES:** Pharmaceutical services shall be provided in accordance with all applicable laws, policies and standards. These services shall be sufficient to meet the needs of the facilities. The contractor shall abide by all applicable Federal and State regulations relevant to prescribing, procurement, dispensing, administration, distribution, accounting, and disposal of pharmaceuticals. The contractor shall be responsible for all mandatory record keeping and accountability applicable to all legal requirements.
 - a. The Division is financially responsible for necessary pharmaceuticals and prescribed medications.
 - b. The Contractor is financially responsible for all routine necessary non-prescription pharmaceuticals for the facilities.
19. The contractor shall utilize the standard Medicaid formulary for the majority of prescribed medications. If non-formulary pharmaceuticals are required / necessary, a justification notice will be submitted to the Administrator and a copy of same inserted in the resident medical file.
20. Pharmaceuticals are expected to be procured in a timely and expedient manner from the nearest qualifying pharmacy. Prescribed pharmaceuticals will be available for administration by the next day following order submission.
21. Administration of pharmaceuticals/medications shall be contingent upon the order of a physician, dentist or other authorized licensed individual with designated prescriptive authority, such as PA or NP. There should be in place a method by which to notify the prescribing authority of the impending expiration date of the medication order. This will allow review of the therapeutic response to the medication and permit continuation or modification of the medication order.
22. The contractor will provide the necessary equipment for the transmission and procurement of pharmaceutical orders. The "Unit Dose" system is the preferred means of packaging. When feasible, once a day or twice a day dosing is preferred. There should be in place a procedure for the timely acquisition of newly prescribed, stat and emergency pharmaceuticals.
23. A stocked emergency drug kit shall be available at the expense of the contractor. An adequate supply of antidotes and other emergency drugs are to be available to meet the need of the facilities. Stocked first aid kits shall be available at the expense of the contractor. Adequate supplies should be available for the facilities.

The contractor, at their expense will provide and keep stock of all necessary non-prescription pharmaceuticals for the facilities.

24. Where there is no staff pharmacist, the contractor shall employ a consulting pharmacist who shall be utilized for Quality Assurance, pharmacy inspections, visits and consultations on a regular basis, not less than quarterly. A copy of the inspection documentation shall be submitted to facility Director/Superintendent within five (5) business days after completion of inspection.
25. All drugs are to be stored under proper conditions of temperature, light, moisture, ventilation, segregation and security. External medications shall be stored separately from internal medications. Indictable medications shall be stored separately. Drug storage areas are to be free of medications that are out-dated, recalled or discontinued.
26. "Unit Dose" medication that is out-dated or has been discontinued will be returned to the pharmacy for credit or destroyed in the presence of two licensed qualified health care professionals. Documentation of destroyed medications shall be submitted to the facility Director/Superintendent within twenty-four (24) hours after destruction, and shall include the signatures of handler and witnesses for all DEA controlled substances, needles, syringes, and other items which have an abuse risk or present a security risk. Due to the abuse potential, prescribed DEA controlled substances shall have automatic stop orders with periodic review for any such orders. Unless prior stop date has been specified, or state or federal law mandates otherwise, the following automatic stop dates shall apply to DEA controlled substances:
 - a. DEA controlled substances which are Schedule II & III shall have an automatic stop date of seventy-two (72) hours.
 - b. DEA controlled substances which are Schedule IV & V shall have an automatic stop date of ten (10) days.
27. **MEDICAL UNITS:** Medical Unit care shall be provided at the West Virginia Industrial Home for Youth and at the new facility constructed to replace the Davis Center (Upon it's completion). The Medical Units shall conform to NCCHC / ACA Standards of care. The contractor shall utilize the Medical Units to their fullest extent within health care standards. The Medical Units shall be staffed twenty-four (24) hours per day, seven (7) days a week by sufficient and appropriate qualified health care professionals in order to provide skilled nursing care to those residents whose health condition merits such care.

Medical Units care shall adhere to the following guidelines:

- a. A physician must be on call twenty-four (24) hours per day/seven (7) days per week.
- b. Supervision by health trained personnel shall be maintained at all times during occupancy by a resident.
- c. A manual of nursing care procedures, medical treatment protocol and standing orders for medication shall be maintained in the Medical Unit.

- d. All resident-patients must be within sight or hearing of a qualified health care professional.
- e. A complete inpatient record is maintained for each resident admitted into the Medical Unit.
- f. Admission to and discharge from the Medical Unit are by the order of a physician or other sanctioned health professional.
- g. Nursing rounds are to be made and documented on every resident-patient no less than twice per eight-hour shift.
- h. All Medical Unit encounters are to be documented in the resident's Medical Unit care record.
- i. Those residents beyond the care capabilities of the Medical Unit shall be hospitalized at an appropriately licensed community facility.
- j. Bed priority will be given to those residents whose condition merits Medical Unit care.

28. RADIOLOGY SERVICES: All radiology services are to be the responsibility of the contractor.

The radiology technician will be on call at the discretion of the contractor. All radiographs are to be interpreted by a licensed radiologist. Radiographs are to be interpreted and written results received on a weekly basis. It is the responsibility of the contractor or physician to notify the Administrator of any radiology interpretation requiring immediate intervention. A physician or mid-level practitioner shall review all written radiograph reports no later than the workday following the receipt of the written report.

All emergency radiographs are to be performed and interpreted at the community facility. For procedures, such as fluoroscopy or special studies, which are beyond the capabilities of on-site equipment, the resident will be transported to an off-site referral facility capable of performing the diagnostic procedure.

In the event that on-site radiology equipment becomes inoperable, the contractor, at their expense, shall arrange for appropriate temporary radiology services until such time that the existing equipment is either replaced or repaired.

29. LABORATORY/DIAGNOSTIC SERVICES: Routine laboratory / diagnostic services shall be provided by and be at the expense of the contractor. Services should include laboratory / diagnostic supplies, the capability for lab pick-up and delivery daily (Monday through Saturday), a printer to provide test results, with reporting capability within twenty-four (24) hours and personnel capable of performing the appropriate collection procedures. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. Laboratory/diagnostic services may be subcontracted by the contractor and shall comply with all Federal and State standards.

Services should include the capability to provide some on-site diagnostic services with immediate results to include at a minimum: finger-stick blood glucose testing and peak flow testing. Where separate diagnostic services are provided on-site, a procedure manual is to be developed and kept current for

each service. Those manuals should include procedures for the calibration of testing devices to ensure accuracy.

All routine laboratory results shall be reviewed by the physician or mid-level practitioner within seventy-two (72) hours to ensure proper treatment and follow-up care. Any grossly abnormal results or "panic" laboratory values shall be communicated to the physician or mid-level practitioner immediately. A record of the date and time of this communication as well as resulting intervention orders is to be documented in the resident health care record. It shall be the responsibility of the qualified health care professional receiving the lab results to ensure that appropriate intervention is initiated.

30. **EKG SERVICES:** The contractor shall provide EKG services, equipment, and supplies at all facilities. EKG services shall include at a minimum:
 - a. Training and orientation of all qualified health care professional staff.
 - b. Printed EKG rhythm strip and computerized interpretation report within ten (10) minutes.
 - c. Cardiologist over-read with immediate response for this abnormal designated for over-read by the Medical Director.
 - d. Equipment, maintenance and service within twenty-four (24) hours of repair request.
31. **HOSPITALIZATION:** The Contractor will be familiar with all local hospital facilities and refer all residents to an appropriate type of licensed facility warranted by their condition. All facilities used by the contractor must meet the legal requirements for a licensed general hospital within the State of West Virginia.
32. **MEDICAL TREATMENT PLANS:** Residents with special needs shall receive close medical supervision and/or multidisciplinary care. Residents with special needs shall have a written, individualized medical treatment plan developed by the physician or other qualified health practitioner. This plan shall address diet, exercise, medication, diagnostic monitoring, frequency of medical evaluation, adaptation to the correctional setting and areas of modification. Residents with special needs include those residents who are chronically ill, with serious communicable disease, the physically disabled, the developmentally disabled, those with serious mental health needs, frail residents, and the terminally ill.
33. **EMERGENCY HEALTH SERVICES:** Contractual employees, official institutional guests, and institutional visitors shall be treated in the same manner as the Division of Juvenile Services employees. However, the contractor may elect to bill non-DJS employees in an attempt to recover costs for services rendered. This service may also necessitate arrangements for use of community resources, such as emergency room or acute care facility, or other appropriate health agencies as necessary.
34. **RESIDENT DEATH:** All resident deaths are treated as per West Virginia State Statute regarding unattended deaths. The contractor shall be responsible for

adherence to State Statute, as well as the performance and conduction of mortality review.

35. **AREA AND INFORMATIONAL SECURITY:** Without exception, it is the responsibility of the contractor to ensure that all work areas, equipment, and supplies are kept secure, and information that pertains to security matters and resident health care is properly controlled.

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

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

36. **RESIDENT COMPLAINTS REGARDING HEALTH CARE:** The contractor shall abide by the Division of Juvenile Services Policy Directives and Institutional Notices regarding resident grievance procedure. Policy 2.02 – This Policy Directive is to establish the Division policy regarding the rights of every juvenile placed in its custody and the establishment of juvenile grievance procedures, as required by West Virginia Code; to ensure the right of every juvenile to grieve the actions of staff and conditions and circumstances in the facility, and of other juveniles which violate juvenile rights.

37. **DISASTER PLAN:** The contractor 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 Standards of Care entitled, Emergency Plan. All health care staff shall be trained in their roles within the context of this plan.

The contractor shall provide the facility Superintendent/Director with a copy of the plan, as well as a contact list for recall of key health care staff and qualified health care professionals.

38. **MEDICAL RECORDS:** Medical records shall be managed according NCHC Guidelines, ACA Standards, and all applicable Federal and State laws. The Division of Juvenile Services shall possess sole ownership of all resident medical records. The contractor will be responsible for maintaining the medical records for the length of a resident's stay, in accordance with HIPPA rules and regulations. The contractor will utilize the medical record format and standard Division medical record forms as specified by the Division. All encounter documentation is to be completed utilizing the "SOAP" (Subjective Data, Objective Data, Assessment, Plan) format of documentation. Medical record forms will include, but are not limited to:
- a. Completed receiving screen form.
 - b. Health appraisal data form.

- c. Laboratory, radiology and diagnostic studies.
 - d. Multidisciplinary progress notes to include date, time and place of each encounter, with signature and title of documenting staff.
 - e. Prescribed medications, treatments, findings, diagnoses, and disposition.
 - f. Consent and refusal forms.
 - g. Medical Unit records.
 - h. Health service reports (e.g. dental, psychiatric, psychological evaluations, off-site consultation/specialty)
 - i. Problem list.
 - j. Discharge summaries of any hospitalization.
 - k. Special treatment plan, if applicable.
1. **CONFIDENTIALITY OF HEALTH RECORD:** Active health care records shall be maintained under secure conditions and separately from confinement records. Access to active resident records is controlled by the health care authority. The contractor shall not deny the Division of Juvenile Services Director or designee or the facility Superintendent/Director or designee access to such records for examination and/or photocopying.
 2. **RESIDENT TRANSFER:** In the event that a resident is transferred to another facility within jurisdiction of the Division of Juvenile Services, the entire health care record shall be transferred with the resident in the care and custody of the senior transporting officer. It should be noted that the Division of Juvenile Services reserves the right to transfer any resident within the Division's system for health care reasons, disciplinary reasons, classification reasons or for administrative reasons.
 3. **RELEASE OF HEALTH CARE INFORMATION:** Detailed health care information is released to an outside agency only upon written authorization from the resident. 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 a secure storage area with the balance of the resident's confinement records. 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 a resident is transferred to a correctional facility outside the jurisdiction of the Division of Juvenile Services, a resident health care summary sheet shall be prepared by qualified medical staff and accompany the resident.
39. **DISPOSAL OF BIOMEDICAL HAZARDOUS WASTE:** The contractor shall be responsible for all bio-hazardous waste material, as well as to provide for and bear the cost for an approved appropriate method of disposal of contaminated waste, including needles, syringes and other materials used in the provision of

health care services. These disposal methods shall be in compliance with any applicable standards and/or regulations relevant to the disposal of bio-hazardous waste material.

The contractor shall take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers. 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 contractor will be responsible for utilization and cost associated with the services of a biomedical waste disposal company. It is the responsibility of the contractor to arrange for routing disposal of these waste materials by said disposal company.

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

40. **TELEMEDICINE:** The use of telemedicine is available for utilization and adjunct to on-site health care services as appropriate. It is in no way to be used to replace necessary hands-on medical needs.

41. **NUTRITIONAL GUIDELINES:** The contractor will provide the services of a registered or licensed dietician to review the menus of each facility every six months and whenever a substantial change is made in the menu. The review will meet the guidelines set forth by NCCHC. The review may take place through a documented on-site visit or by written consultation. The contractor will provide written documentation of the menu reviews that includes the date, signature and title of the consulting dietitian.

42. **PHYSICAL EXAMINATION OF DIVISION OF JUVENILE SERVICES STAFF:** The contractor shall conduct physical examinations of all newly hired Correctional Officers and shall conduct annual physical examinations of all staff. A copy of the Division's policy on physical examinations of staff is attached. This policy describes the nature and extent of laboratory examinations and other diagnostic examinations to be included. The contractor will be responsible for random drug testing of staff. The vendor will use a Basic Quick Read Urine Drug Screen. Any test that shows a positive result will be sent to an authorized laboratory for further testing. The authorized number of staff at each facility are as listed below for calculation purposes:

- | | | |
|----|---------------|-----|
| a. | WVIHY | 274 |
| b. | Davis | 55 |
| c. | Vicki Douglas | 47 |
| d. | Lorrie Yeager | 44 |
| e. | Sam Perdue | 44 |
| f. | Tiger Morton | 44 |
| g. | Donald Kuhn | 99 |

h.	Chick Buckbee	44
i.	Gene Spadaro	47
j.	Robert Shell	47

43. QUALITY MANAGEMENT SUPPORT SERVICES

The contractor shall provide quality management services to support the provision of the comprehensive health service program. The contractor shall be responsible for all costs incurred for these services. Quality management support services shall be system-wide and shall be in place within six (6) months of contract award. The contractor shall provide written documentation to substantiate these services, which shall include at a minimum, the following:

- a. CONTINUOUS QUALITY IMPROVEMENT (CQI). This is designed to monitor the quality of health services delivered. This includes such items as chart review by a qualified health care professional with the appropriate recommendations for corrections of any discrepancies.
- b. 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.
- c. UTILIZATION MANAGEMENT. This is designed to monitor and review all outside consultations and in-patient services. The contractor shall submit a written plan of action which addresses, at a 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.
- d. PEER REVIEW. This is designed to monitor physician's services. It shall occur no less that quarterly. Peer review shall include such activities as chart review, medical treatment plan review for special needs residents, review of off-site consultations, specialty referral, emergencies, and in-patient and out-patient hospitalizations. All cost incurred for the peer review shall be at the cost of the contractor.
- f. RISK MANAGEMENT. This is designed to manage critical incidents. It shall include mortality review procedures.
- g. SAFETY AND SANITATION INSPECTION. This is designed to monitor institutional food service, housing and work areas within the contracted facilities. The contractor shall coordinate monthly safety and sanitation inspections and make appropriate recommendations for corrections of any discrepancies.
- h. POLICY REVIEW. Health service policies and protocols shall be reviewed annually by the Medical Director and the Contract Monitor. Therapeutic guidelines shall be reviewed quarterly by the Medical Director.

44. **ADDITIONAL INFORMATION:**

- a. Comprehensive Health Care services should provide for the physical and mental well-being of the population and should include medical and dental service, nursing, personal hygiene, dietary services, health education and attending to environmental conditions.
- b. "Division of Juvenile Services", also referred to as the "Division", "DJS" and/or "Agency".
- c. "Administrator" shall be known as the facility administrator or designee.
- d. The Program Administrator shall meet with the facility Administrator at least quarterly and submit statistical summaries and quarterly reports on the health care delivery system and health environment.
- e. The contractor is expected to provide all equipment and supplies necessary for the performance of health care obligations except as otherwise delineated within this document. To include, but not be limited to, stocked emergency drug kit, stocked first aid kits, medical, dental, optometric, diagnostic and office supplies including postage required to provide comprehensive health care services.
- f. The Division is under no obligation to provide any additional equipment except as the contractor and the Division may agree in writing. In the event that the contractor shall provide additional non-consumable materials/supplies or equipment, said items shall become the exclusive property of the Division of Juvenile Services. The contractor will provide the Division with an annual list of non-consumable materials/supplies and equipment purchased. 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 contractor shall assist the Division in completion of annual inventory and accountability of medical equipment. In the event of termination of agreement, the contractor agrees that all non-consumable materials/supplies and medical equipment shall be in functional working order and becomes the property of the Division and the State of West Virginia.
- g. The contractor is financially responsible all supplies prescribed by a specialist, including, but not limited to: prosthetics, braces, special shoes, spectacles, hearing amplification devices, orthopedic devices, nutritional supplements, etc. as deemed necessary by the appropriate clinician. The contractor shall be responsible for fitting, repair and/or replacement of prosthetic, including those prosthetic devices currently utilized by residents.
- h. The contractor shall be responsible for all bio-hazardous waste material, as well as to provide for and bear the cost of an approved appropriate method of disposal of contaminated waste, including needles, syringes and other materials used in the provision of health care services. Those disposal methods shall be in compliance with any applicable standards

and/or regulations relevant to the disposal of bio-hazardous waste material.

- i. The contractor will be responsible for utilization and costs associated with the services of a biomedical waste disposal company.
- j. The contractor will be responsible for all costs associated with random drug testing of facility staff, as well as employment and annual physical examinations.
- k. Contractor is financially responsible for all necessary non-prescription pharmaceuticals for the facilities.
- l. The contractor is responsible for the care and maintenance of any contractor provided equipment. It is the contractor's responsibility to examine all on-site medical equipment.
- m. The Division is financially responsible for necessary off-site referrals, pharmaceuticals/medications, minor and major repairs for DJS equipment, emergency room visits, ambulance transports and hospitalizations.
- n. The Division will provide for the use of the contractor, all Medical Unit linens necessary for the provision of medical Unit care. This includes bedding and hygiene linens.

45. **PERSONNEL SELECTION AND RETENTION REQUIREMENTS.**

- a. The base compensation shall reflect the minimum complement of staff. This includes the number of Full-Time Equivalents (FTEs) and related credentials.
- b. The Contractor shall provide adequate qualified medical care professionals for the provision of the aforementioned health care services in compliance with ACA and within the minimum on site-designated FTE staffing requirements.
- c. The Contractor must submit a proposed staffing plan for the delivery of services delineated within this RFQ. The Contractor shall cover periods of absences necessitated by vacations, holidays, and sick leave.
- d. The Contractor shall be responsible for providing educational services for all health services staff. The Contractor's contractual relationship with qualified health care professionals shall provide for support of continuing education activities required for maintenance of licensure either by direct monetary supplementation or providing paid continuing education units. All qualified health care professionals are required to participate in annual continuing education.
- e. The Contractor shall be responsible for assuring that all the required registrations, licenses, and credentials associated with the operation are active and in good standing. This includes, but is not limited to, medical, dental, physician assistant (PA), nurse practitioner (NP), nursing, optometry, radiology, and other licenses, DEA registration, as well as registration with appropriate State Boards. The Contractor shall provide

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

- f. When requested, any physician employed by the Contractor shall obtain practice privileges at local hospitals for the admission, monitoring and discharge of residents. When necessary for the treatment of any resident, the Contractor shall be responsible for arrangements with medical specialists.
- g. In order to be eligible for employment with a facility under the control of the WV Division of Juvenile Services, all contract and subcontracted employees must pass a background investigation conducted by the Division or its designee. Such investigation shall be the equivalent of the investigations conducted for all Division applicants.
- h. The Contractor, at its own expense, agrees to require all newly hired employees to attend no more than a 40hr training and orientation program provided by the Division. When such training program is available, the Contractor shall require such employees to be in attendance prior to engaging in the delivery of health care services within the correctional facility. If training is unavailable, the facility administrator may grant a waiver until the next training class convenes.
- i. The Contractor shall require all employees to be in attendance at annual in-service security training. Costs of this training, with the exception of wages, travel and incidental costs are to be incurred by the Division.
- j. With respect to those employees and subcontractors engaged by the Contractor, the Division, at its sole discretion, reserves the right to request random drug testing and to demand the immediate dismissal or replacement of any individual who fails said drug screening or who has violated the rules and/or regulations of the Division, or who poses a risk or unacceptable threat to security of the institution. The Division shall provide written documentation to substantiate its demand for immediate replacement of the Contractor's employees or sub contractors. The employee will not be formally dismissed until there has at a minimum been discussion between the Division and the Contractor regarding the rationale for the Division's request.
- k. The Division reserves the right to reassign FTEs based on need and site mission. The Division shall reserve the right to deny employment of any staff member without cause.

46. **ADMINISTRATIVE SERVICES**

- a. The Contractor shall have in place, sixty (60) days after award, the administrative components and operational policies and procedures necessary for continuing compliance with contract specifications and maintenance of accreditation status. The Division reserves the right to review policies and procedures of the contractor in any areas affecting the performance of its responsibilities under law.
- b. The Contractor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the facility administrator 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 of the security needs of the institution. This reporting may be initiated whether verbally or in writing. However, any verbal communication must be followed up with written documentation within twenty-four (24) hours of the problem/incident.
- c. All individuals involved in the direct care of residents shall be qualified health care professionals. No residents are involved in the provision of health care services. Residents may only provide house-keeping/custodial services.

3.3 **Special Terms and Conditions:**

- 3.3.1 *Bid and Performance Bonds:* **N/A**
- 3.3.2 *Insurance Requirements:* \$1,000,000.00 coverage for liability
Certificates of Insurance will be required prior to award but are not required at the time of bid.
- 3.3.3 *License Requirements:* All West Virginia Business Licenses must be current, Vendor must provide proof that Workers Compensation is current and the contractor will be responsible for assuring that all the required registration, licenses, and credentials associated with the operation are active and in good standing. See section 3.2 (45) e
- 3.3.4 *Litigation Bond:* **N/A**
- 3.3.5 *No Debt Affidavit:* West Virginia State Code 5A-3-10a(3) (d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debt owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which should be completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for all vendors.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

(This part of the RFP outlines the format the Vendor should follow in arranging the information, and the Agency should identify the information the Vendor is required to include.)

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 – Means and Methods for the Delivery of Services:

Describe plans for the delivery of on-site resident medical services to include the bidder's approach to delivery of each of the medical care tasks should be addressed, including the professional management of medical services. Specific attention should be given to the following:

1. Medical Audit Committee
2. Quality Assurance Program
3. Cost Containment Program
4. Utilization Review Program
5. Management Information System
6. Periodic Reports

Section II – Proposed Staffing Pattern

Identify all personnel by function, training and licensing status proposed for delivery of resident health care services, including "Full-Time Equivalent" comparison for part-time or on-call personnel; typical staffing patterns which identify duty personnel by function and training should be included for each eight hour shift of each day of the week. Although the Vendor will be permitted to utilize part-time employees in the staffing of resident medical services, part-time staff shall not be used to the extent that continuity of care is impaired or staff is not adequately familiar with the specialized nature of the services required for resident medical care. The Division of Juvenile Services reserves the right to audit the Vendor's use of part-time staff to determine the impact upon the quality of care provided.

Bidders should specify their use of staff for each of the facilities included in this procurement. See Appendices A & B

Discuss recruitment procedures, provisions for compliance with equal employment opportunity requirements, licensing or certification requirements, provisions for staff training and personnel development including continuing education and in-service training, orientation plans for newly employed personnel, availability of employee assistance programs, and employee performance evaluation programs.

Section III – Previous Experience:

Vendor will provide a listing of other similar contracts / agreements that are currently in effect and or have been completed. Listing is to include:

1. Company Profile.
2. Date organized to provide health care services.
3. Description of current health care contracts:
 - a. Customer Name
 - b. Date of Original Contract.
 - c. Level of care provided (General Medical / Infirmary Etc.)
 - d. Type and Size of Facilities.
 - e. Facilities currently accredited.
4. Corporate Structure and organization
5. References (List no fewer than five organization of facilities with which the firm has or has had health care contracts.)

Section IV - Cost

Vendor will complete Appendix C and return it in a separate sealed bid envelope. Vendor will provide pricing for each individual facility operated by the Division of Juvenile Services. The per bed charge for the WV Industrial Home for Youth and the Davis Center (Rubenstein Center) will determine the additional charge for the expanded facilities. The expansion of the WV Industrial Home for Youth is anticipated to be completed in mid year 2008 and the Davis Center (Rubenstein Center) expansion is anticipated for 2009 / 2010.

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:

a. Means & Methods for Deliver of Services (3.2; 4.1 §I)	30
b. Proposed Staffing Plan (3.2 #45; 4.1 §II; Appendix A & B)	25
c. Previous Experience (4.1 §III)	15
d. Cost (4.1 §IV; Appendix C)	<u>30</u>

Total

100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 3. The minimum qualifying score on the technical portion is 49 points. 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 vendor with the lowest price. 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.

4.5. Cost Proposal Format/Bid Sheets

In addition to the technical proposal to be submitted in response to this requisition, each bidder shall submit a separate, sealed cost proposal for the provision of resident medical services included in the procurement. The price proposal will not be opened until the evaluation of the technical proposal has been completed.

APPENDIX A
Staffing Plan for Correctional Facilities
Full Time Equivalents

Personnel Category	Current Capacity		Expanded Capacity	
	WV Industrial Home for Youth	Davis Center	WV Industrial Home for Youth	Davis Center
Bed Capacity	204	60	250	85
Physician				
Program Administrator (PA/RN)				
Physician Assistant				
Registered Nurse				
LPN				
Dentist				
Clerical / Support Staff				
TOTAL STAFF FTE'S				

APPENDIX B

Staffing Plan for Detention Facilities

Full Time Equivalents

Personnel Category	Donald R Kuhn Juvenile Center	Vicki V Douglas Juvenile Center	Lorrie Yeager Jr. Juvenile Center	Sam Perdue Juvenile Center	James H. "Tiger" Morton Juvenile Center	J.M. "Chick" Buckbee Juvenile Center	Gene Spadaro Juvenile Center	Robert L Shell Juvenile Center
Bed Capacity	48	24	24	24	24	24	24	24
Physician								
Program Administrator (PARN)								
Physician Assistant								
Registered Nurse								
LPN								
Dentist								
Clerical / Support Staff								
TOTAL STAFF FTE's								

APPENDIX C

Proposed Schedule of Fees

Facility Name	Bed Capacity	* Per Bed Unit Price	Monthly Fee	Annual Fee
WV Industrial Home for Youth	204			
Davis Center	60			
Donald R. Kuhn Juvenile Center	48			
Vicki V Douglas Juvenile Center	24			
Lorrie Yeager Jr. Juvenile Center	24			
Sam Perdue Juvenile Center	24			
James H "Tiger" Morton Juvenile Center	24			
J. M. "Chick" Buckbee Juvenile Center	24			
Gene Spadaro Juvenile Center	24			
Robert L Shell Juvenile Center	24			

Total all-inclusive fee for the project

\$ _____

* This unit price is for future expansion; in particular the Industrial Home for Youth and the Davis Center

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: _____