



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

MODIFY

SHIP TO

DIVISION OF JUVENILE SERVICES
 JOBSITE
 SEE SPECIFICATIONS

304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/14/2007				

BID OPENING DATE: 09/26/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDEDNUM #02		
THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS, AND TO EXTEND THE TECHNICAL OPENING DATE TO 9/26/2007; 1:30 PM. ATTACHMENT: ADDENDUM #02						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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

ADDENDUM #2
WV Division of Juvenile Services
RFP101232
Resident Medical Services for Juvenile Centers

- Q. When is the expected WVDJS Medical Services contract award and start date?
A. **ASAP – (No later than November 1, 2007).**
- Q. Please clarify the contract termination clause.
A. **Contract may be terminated during the renewal process or in the extended time frame at the end of the last renewal.**
- Q. Will a Vendor question be shared with each prospective bidder?
A. **Yes.**
- Q. Please provide a capital equipment list of all items owned by the WVDJS by facility.
A. **See attachment #3.**
- Q. Do all items purchased by the Vendor become the property of WVDJS?
A. **All items/property purchased by the Vendor becomes the Division's property.**
- Q. Are telemedicine lines currently installed at each WVDJS location?
A. **Yes – Teleconferencing is available for use at all DJS centers.**
- Q. Is the Vendor allowed to interchange the positions of Physician Assistant (PA) with a Certified Nurse Practitioner (CRNP) in WVDJS medical services contracts?
A. **Yes.**
- Q. How often is new hire training offered by the WVDJS as required by the RFP?
A. **Monthly or as needed.**
- Q. Are all Vendor employee and subcontractor licensing / malpractice costs the exclusive financial responsibility of the Vendor?
A. **Yes.**
- Q. Is the Vendor financially responsible to provide CPR / First Aid Training for WVDJS correctional staff?
A. **No.**
- Q. What is the WVDJS policy regarding the provision of dentures and/or prosthetics?
A. **Vendor is responsible. No provision for Medicaid.**
- Q. Please provide clarification regarding the scoring of the Vendor RFP with an explanation of the Price-scoring.
A. **Explanation and example provided during pre-bid.**
- Q. Does each WVDJS medical department have access to the internet and an e-mail address?
A. **Access is/can be established. Vendor may set up their own service/provider.**

- Q. In Appendix C, should the pricing be based exclusively on the ADP identified in the RFP for the Industrial Home for Youth (ADP 204) and Davis Juvenile Center (ADP 60) or the future expansion of these two facilities, Industrial Home for Youth (ADP 250) and Davis Juvenile Center (ADP 85)?
- A. **Based on bed capacity. Historical average is 75/85% capacity. (See Attachment #4)**
- Q. Will a daily per diem rate be authorized at the WVJDS for ADP in excess of the populations identified in the RFP?
- A. **If the average daily population for a facility exceeds the projected bed capacity for a full month DJS would be willing to pay an additional per diem for the number of bed days that exceeded the average. The per diem would need to be negotiated separately and would not be equal to the average cost per bed for the contract. The per diem would only reflect the additional costs of supplies and medications for the additional bed days.**
- Q. Dental examinations are to be performed within 60 days of admission or sooner if there is an indication that the health of the resident would be adversely affected. Can the residents be sent to an outside provider to do these exams? If so, is the WVDJS financially responsible for the services?
- A. **Yes. Yes.**
- Q. Physician Sick Call is to be held a minimum of 2 days per week for facilities with fewer than 100 residents. Can the Vendor use a physician for one visit and then a PA or CRNP for the remaining time, not to exceed 50% of total time contracted?
- A. **Yes.**
- Q. A referral is to be made for the resident to be evaluated by the physician within three (3) business days of the original complaint. Can the resident be evaluated by the physician on the next scheduled physician visit, or can the resident be evaluated by a PA/CRNP on their next scheduled visit?
- A. **Yes.**
- Q. The WVDJS will provide necessary equipment to begin operating on-site Dental Services at the Donald R. Kuhn Juvenile Center.
- A. **Yes. To include all equipment, tools, etc.**
- Q. "It is the contractor's responsibility to ensure that the dentist and dental staff are available for treatment of dental emergencies." Do you mean available to come to the facility or available for emergency call to give orders?
- A. **Emergency Calls.**
- Q. Is an Optometrist required to perform routine eye exams or can a properly trained health care provider do these routine eye exams?
- A. **Properly trained health care provider may do routine eye exams.**
- Q. Is a copy of the Medicaid Formulary available for distribution to the Vendor?
- A. **We do not currently have one.**

- Q. All resident-patients must be within sight or hearing of a qualified health care professional in a^{P4} medical unit. Can you clarify hearing in this statement?
- A. **Nurse may be somewhere in the facility with a radio if there is a counselor and/or officer present in the medical unit with a radio who can notify her that they need to return to the medical unit. Juveniles must not be left unsupervised.**
- Q. Who is financially responsible for the cost of off-site radiological visits?
- A. **Juvenile Services is financial responsible for emergency services only. Vendor is financially responsible for all routine services.**
- Q. Who is financially responsible for outside hospitalizations?
- A. **Juvenile Services.**
- Q. Who is financially responsible for outside specialty services?
- A. **Juvenile Services.**
- Q. Will the vendor be provided with a copy of the WVDJS Policy regarding Resident Complaints Regarding Health Care?
- A. **Not currently available.**
- Q. A copy of the Divisions' policy on physical examinations of staff is not attached to the RFP. Will a copy of this policy be provided to the vendor?
- A. **Yes. See Attachment #1.**
- Q. Who is financially responsible for the purchasing of DME's IE wheelchairs, gurneys, stretchers, oxygen tanks, oxygen concentrators, AEDs, pulse oximeters, etc? Can these expenses be billed to Medicaid?
- A. **All but AEDs can be billed to Medicaid. Juvenile Services will provide AEDs.**
- Q. How many hours of training is the annual security in-service training?
- A. **8-hours.**
- Q. In Appendix A: Staffing Plan for Correctional Facilities: FTE's... Program Administrator.
- A. **May be a Physician, Registered Nurse, Physician Assistant or Licensed Practical Nurse.**
- Q. Who is financially responsible for the NCCHC accreditation?
- A. **Juvenile Services.**
- Q. Who is financially responsible for the ACA accreditation?
- A. **Juvenile Services.**
- Q. If the resident is not housed within the contracted facility and is scheduled for a sick call is the Vendor required to travel to and provide medical services outside of the facilities?
- A. **No.**
- Q. How is the Vendor required to maintain medical records for five (5) years when the medical services contract is for three (3) years?
- A. **Vendor is required to maintain medical records for the length of their on-site status. Records are and will remain the sole property of the Division of Juvenile Services.**
- Q. Who is the current medical services vendor for the DJS facilities?
- A. **PrimeCare Medical.**

- Q. Please provide a copy of the current DJS health services contract, including any exhibits, attachments, and amendments.
- A. **That is a matter of public record, available for viewing on-site at the Purchasing Division, or can be copied for a per page cost, upon request.**
- Q. For each DJS facility, please provide two years' worth of historical data describing the resident population, broken down by age and gender.
- A. **Average female population 12-15% of total. All but Davis Center are currently co-ed. After expansion Davis will likely become co-ed.**
- Q. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the DSJ has assessed against the incumbent vendor over the term of the current contract.
- A. **None.**
- Q. Are any of the DJS facilities currently accredited by either the American Correctional Association or the National Committee on Correctional Health Care? If "yes", please identify which facility carries which accreditation.
- A. **West Virginia Industrial Home for Youth, NCCHC Accreditation, Fall of 2006.**
- Q. Is the NCCHC (or ACA, if applicable) accreditation status of any of the DJS facilities "provisional"?
- A. **No.**
- Q. Are any of the DJS facilities currently subject to any court orders or legal directives?
- A. **No.**
- Q. Please provide current staffing schedule for each of the DJS facilities.
- A. **Can be obtained from current vendor, at their discretion.**
- Q. Does the DJS feel the current staffing plans are adequate?
- A. **Yes/No, some adjustments could be made, depending on facility.**
- Q. Please provide a listing of the current vacancies by position for each DJS facility. Which positions have historically been most difficult to fill?
- A. **That would be a question best answered by the current vendor.**
- Q. Is any of the current DJS medical workforce unionized?
- A. **No.**
- Q. Please provide current wage/pay/reimbursement./seniority rates (including supplemental pay, on-call pay, shift differentials, travel rates, etc.) for DJS incumbent health services staff.
- A. **That would be at the discretion of the current vendor to provide.**
- Q. Please provide a detailed outline of the security and clearance process for new on-site staff. On average, how long does this process take to complete?
- A. **Criminal Background Check. Process takes approximately two (2) weeks.**
- Q. Please confirm that hours spent by health services staff members in orientations, in-service training, and continuing education classes count as hours worked toward the requirements of the contract.

A. **Yes.**

Q. Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at each DJS facility. Please include vendor, model, age, condition, current maintenance agreements (including cost), and identify which equipment will be available for use by the selected provider.

A. **See Attachment #3.**

Q. Who is financially responsible for the cost of maintenance agreements for the office equipment necessary to provide the services required in the RFP?

A. **Vendor.**

Q. Who is financially responsible for the purchase of new, additional office equipment necessary to provide the services required in the RFP?

A. **Vendor.**

Q. Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines, etc.) currently in use at each DJS facility. Please include vendor, model, age, condition, any current maintenance agreements (including cost), and identify which equipment will be available for use by the selected provider.

A. **Not currently available.**

Q. Who is financially responsible for the purchase of new, additional medical equipment necessary to provide the services required in the RFP?

A. **Vendor.**

Q. Who is financially responsible for the cost of maintenance agreements for the medical equipment necessary to provide the services required in the RFP?

A. **Vendor.**

Q. Regarding the Telemedicine technology described in the RFQ.....

A. **Video conferencing equipment is available at all DJS facilities for use. The DJS maintains this equipment.**

Q. Are dialysis services currently provided on-site or off-site?

A. **None. We have never had a need, to date.**

Q. For each DJS facility, please indicate whether radiology services are currently provided on-site or off-site.

A. **Vendor provision; currently contracted.**

Q. For any DJS facilities where on-site radiology services are provided, please indicate whether they are provided through existing State-owned radiology equipment or by a mobile radiology vendor.

A. **No. Mobile for some.**

Q. Please provide contact information for the current sub-contracted provider of each of the following services: Laboratory services; Radiology services; Dialysis services.

A. **Sub-contractors are the provider's responsibility.**


Q. What is the designated emergency or "911" hospital for each DJS facility?

A. **Determined by need.**

- Q. Regarding on-site clinics at the DJS facilities....
- A. **No current clinics. Psychiatric services are provided and not included in this contract.**
- Q. Please provide a breakdown by gender and diagnosis of the current Special Needs population at each DJS facility, e.g., those residents who require special housing or care due to infirmity or mental or physical disability.
- A. **None currently; An extremely rare occurrence; If so, very short term.**
- Q. Other than WVIHY and the replacement facility for Davis, when complete, do any of the DJS facilities have special medical housing, observation beds, and/or an infirmary?
- A. **No.**
- Q. Please describe the medical acuity level the resources at each DJS facility can handle without the need to send a resident for off-site care.
- A. **Equivalent to physician's office.**
- Q. Do any of the DJS facilities currently have DEA registration?
- A. **No. None of the facilities have a pharmacy.**
- Q. How are medications distributed?
- A. **Med-pass. Generally takes place either in the cafeteria or on the housing unit(s).**
- Q. How often is medication distributed each day? How long of a process?
- A. **Twice a day or as needed/required. Time required is contingent upon need.**
- Q. Who administers medications?
- A. **RN or LPN. Not to be done by medical assistant(s).**
- Q. Do any of the DJS facilities have medication carts that will be made available for the use of the incoming vendor?
- A. **Yes.**
- Q. Please identify and provide contact information for the current local back-up pharmacy(s) for each of the DJS facilities.
- A. **Vendor responsibility.**
- Q. Please provide a list of all non-prescription medications currently kept at the DJS facilities.
- A. **See Attachment #2.**
- Q. Please provide a list of the top 25 most utilized non-prescription medications at the DJS facilities.
- A. **See Attachment #2.**
- Q. Please provide the following monthly statistical data for the previous 24 months for the DJS facilities: a) number of eyeglasses issued; b) number of dental prosthetics issued; c) number of medical prosthetics issued; d) number of infirmary days; e) average number per month of inmates undergoing dialysis treatments.
- A. **Current contractor would have to provide, at their discretion, data pertaining to a-c. Average bed days for 2005 was 201 and for 2006 was 243. There are currently no dialysis treatments.**

- Q. For the DJS facilities, please provide two years of historical health services cost data broken P8 out by at least the following categories: a) Staffing; b) Laboratory; c) Radiology services; d) Dialysis.
- A. **Answer would be at the current provider's discretion.**
- Q. Please provide the State's definition of "open end contract" as used in the first paragraph on page 1 of the RFP sheets.
- A. **(via Ron Price) No fixed amounts; allows for fluctuations as needed/required.**
- Q. Does the DJS meet the definition of a Covered Entity (45 CFR §160.103), thus requiring the West Virginia State Government HIPAA Business Associate Addendum (BAA) to be made part of the contract?
- A. **Yes.**
- Q. Section 1.2, Project of the RFP indicates that the DJS medical program will be "in accordance with NCCHC Standards for Health Services for correction facilities and for detention facilities, American Correctional Association (ACA) Standards for correctional facilities and for detention facilities." The indicated standards apply to adult facilities.
- A. **Compliance shall be with the Juvenile Standards for NCCHC and ACA Standards/Guidelines.**
- Q. Deadline for **written inquiries** is Friday, August 17, 2007. What is the deadline for **oral** questions regarding proposal submission?
- A. **Pre-Bid conference. August 22, 2007.**
- Q. Will the State offer opportunities to tour a representative sample of the DJS facilities?
- A. **Yes. Contact information will be submitted via addendum. Site visits may be set up through the proper contact process.**
- Q. Will the State allow the submission of additional questions after the facility tours?
- A. **Yes.**
- Q. In regard to the "Life of Contract" paragraph on pages 1-2 of the RFP sheets, please confirm that in addition to the initial contract term for a period of one (1) year, the initial term can be extended for a "reasonable time" period not to exceed twelve (12) months, as this could effectively extend the initial contract period to just under two (2) years.
- A. **Initial contract will be for a one (1) year period with the option to renew two (2) more times. At the end of the optional renewals, an extension can be granted for up to an additional twelve (12) months to allow time for a new contract to be issued. A vendor or agency can terminate a contract upon the renewal date at the end of each one (1) year term, with a ninety (90) day written notice.**
- Q. What is the typical time period allowed by the State to remedy "performance conditions which are endangering the contract's continuation" as described in Section 1.19.12, Contract Termination of the RFP document?
- A. **Ninety (90) days.**
- Q. Provide more detail on the methodology the State will use to compensate the Vendor under the terms of the contract.
- A. **Payments will be made monthly, in arrears.**

- Q. Does the DJS or the incumbent health care provider currently participate in any "state or federal programs (pilot) that will assist the Division of Juvenile Services and further promoting public safety," as described in Section 3.2.9 of the RFP?
- A. **No.**
- Q. Will the successful bidder be responsible for negotiating and contracting reimbursement rates with community providers?
- A. **No.**
- Q. Who is responsible for procurement, ordering, receiving, inventory and return of prescription drugs?
- A. **Vendor.**
- Q. List of the nearest qualifying pharmacy for each facility?
- A. **Not available at this time.**
- Q. Are residents from other facility transferred to West Virginia Industrial Home for Youth for infirmary care?
- A. **No. Hospitalization if warranted.**
- Q. Lists, specification and sample reports of the State's reporting requirements.
- A. **Not available at this time.**
- Q. How often are the 40-hour training and orientation programs offered?
- A. **Monthly, or as needed.**
- Q. Are part-time and Agency staff required to go through the 40-hour training and orientation programs?
- A. **Yes.**
- Q. Who provides mental health and psychiatry services for DJS?
- A. **PsyMed.**
- Q. Will State require the successful bidder to establish and maintain a regional Office?
- A. **No.**
- Q. Where is the incumbent Vendor's Regional Office located?
- A. **One in Charleston, one in Clarksburg.**
- Q. Who is financially responsible for the procurement and payment of medical records forms?
- A. **Vendor.**
- Q. Do any of the DJS facilities currently utilize any type of Electronic Medical Record system?
- A. **No. No current plans.**

 <p style="text-align: center;">WEST VIRGINIA DIVISION OF JUVENILE SERVICES</p>	<p><u>POLICY NUMBER:</u> 4.07</p>	<p><u>PAGES:</u> 4</p>
	<p><u>CHAPTER:</u> Personnel Administration</p>	
<p><u>SUBJECT:</u> Pre-employment and Annual Physical Examination</p>		

SECTION I. GENERAL

1.01 PURPOSE

To establish a policy governing the administering of a pre-employment and annual physical examination for employees who have direct contact with juveniles prior to and during a job assignment which is necessary to assure sustained quality performance by each employee in a strenuous and stressful occupational environment.

1.02 AUTHORITY

This Policy Directive is promulgated by the Director of Juvenile Services, hereinafter Director, accordance with the authority conferred by West Virginia Code §49-5E-3.

1.03 CANCELLATION

This policy has been reviewed and supersedes PD 4.07 dated 11/18/02.

1.04 APPLICABILITY

This Policy Directive applies to **ALL** Division of Juvenile Services' hereinafter Division, employees and applicants in the Correctional Officer Series. **The drug screening provision as outlined in Section IV; G (6) applies to all applicants and employees of the Divisions' facilities.**

SECTION II. DISCUSSION

The basic health status of employees is important to the success of the Division being able to effectively respond to any situation that may present a danger to public safety. The requirements set forth in this policy are for the

protection of the public, health and safety of the employees and juveniles.

SECTION III. DEFINITIONS

Physical Examination- A thorough evaluation of an applicant's/employee's current physical condition and medical history conducted by or under the supervision of a licensed Medical Doctor.

Direct Contact- Continuous physical and verbal interaction with a juvenile group or unit, which is necessitated by the employee's job post and/or description.

SECTION IV. PROCEDURE

The Facility Director/Superintendent is responsible for developing and implementing an Operational Procedure consistent with this policy and ensuring that all affected staff members are informed of the procedures contained herein.

- A. Following the successful completion of Phase I-Interview/Background Check for employment as a Correctional Officer with the Division, a physician approved by the Division shall conduct a physical examination on the applicant. The physical examination shall be recorded on the Pre-employment and Annual Report of Physical Examination. (**Attachment A**).
- B. The Division shall pay for the cost of such examination.
- C. Applicants who do not meet prescribed standards shall no longer be considered for employment, unless a reasonable accommodation is requested as provided in paragraph (F) below.
- D. Non-probationary officers may be required to submit to a physical examination annually.
- E. Any non-probationary officer who fails to meet minimum standards for the physical examination may be subject to disciplinary action including dismissal, unless the basis for failure is waived as provided in paragraph (F) below, or is a condition, which may be remedied within a period of thirty (30) business days.

- F. The Director or designee may, at his/her discretion, upon consultation with a qualified medical and/or physical fitness authorities and legal counsel, make a reasonable accommodation or waive medical an/or physical fitness disqualifications. Medical and/or physical fitness authorities must certify that the accommodation will not interfere with the performance of duties.
- G. The physical examination shall be conducted by a licensed Medical Doctor, and as specified in Attachment A, to include the collection release of all information and test results:

4.01 Memorandum of Understanding

The applicant/employee shall be required to read and sign a memorandum of understanding (**Attachment B**) prior to submitting to any tests listed below:

- 1) RPR (Syphilis)
- 2) Complete Blood Count
- 3) Comprehensive Metabolic Panel
- 4) Urinalysis
- 5) Lipid Panel
- 6) Electrocardiogram
- 7) Tuberculosis Test

The signed memorandum shall be placed in the medical section of the personnel file.

SECTION V. ANNUAL PHYSICAL EXAMINATION

The Facility Director/Superintendent or Designee shall order an annual physical examination thirty business days prior to the employment anniversary date of the employee covered by this policy. The examination shall be at the expense of the Division, including the time consumed traveling to and from the examination location, not to exceed one hour total, if examination is being conducted off-site of facility or on an employees' scheduled day off.

In the event an employee is on medical leave or approved annual leave, or any other type of authorized leave during the time an annual leave, or any other type of authorized leave during the time an annual physical examination is due, all reasonable efforts shall be made by both the employee and Facility Director/Superintendent or Designee to schedule the examination as soon as practical and possible.

SECTION VI. RECORD KEEPING


Once the original Report of Physical Examination is completed by the authorized medical personnel, the employee shall only be entitled to a copy of the report. The completed report shall be delivered to the appropriate personnel in a sealed envelope, clearly marked ***confidential***.

The Report of Physical Examination is ***confidential*** and will be maintained in a secure medical file as a part of the applicant/employee agency personnel file for the life of the employment.

SECTION VII. RIGHTS RESERVED

The Director reserves the right to modify, suspend or cancel any provision herein in part or in its entirety, without advance notice, unless prohibited by West Virginia Code.

APPROVED: _____
Manfred G. Holland, Director Date

 WEST VIRGINIA DIVISION OF JUVENILE SERVICES		<u>POLICY NUMBER:</u> 2.02	<u>PAGES:</u> 6
<u>CHAPTER:</u> Resident Management Procedures		<u>REFERENCE AND RELATED STANDARDS:</u> WV Code §49-5E-3; ACA-3-JTS 3D-01, 3D-07, 3D-09; ACA-3-JDF 3D-01, 3D-06, 3D-08	
<u>SUBJECT:</u> Juvenile Rights and Grievance Procedures			

SECTION I. GENERAL

1.01 PURPOSE

This Policy Directive is to establish the Division of Juvenile Services', hereinafter 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 in Section III of this policy.

1.02 AUTHORITY

This policy Directive is promulgated by the Director of Juvenile Services, hereinafter Director, in accordance with the authority conferred by WV Code §49-5-16a and §49-5E-3.

1.03 CANCELLATION

This policy has been reviewed and supersedes PD 2.02 dated 11/18/02.

1.04 APPLICABILITY

This Policy Directive applies to **ALL** Division of Juvenile Services' Facilities.

SECTION II. DEFINITIONS

Grievance- a circumstance or action considered to be unjust or grounds for complaint.

Review Committee- one to three persons (staff members, education staff or authorized volunteers) designated by the Facility Director/Superintendent to resolve written juvenile grievances and submit written findings and recommendation report.

Business days- regular workdays, which exclude State observed holidays and all weekends.

SECTION III. PROCEDURE

The Facility Director/Superintendent is required to develop and implement an operational procedure consistent with this policy, outlining the rights of juveniles and grievance mechanism:

A. RIGHTS OF JUVENILES

1. Not to be punished by physical force, corporal punishment, deprivation of nutritious meals, deprivation of family visits or imposition of solitary confinement;
2. To participate in physical exercise each day;
3. Except for sleeping hours, to not be locked alone in a room and basic hygiene items at no cost; items not prescribed by a medical doctor shall be at the expense of the juvenile;
4. Provided with clean institutional-individualized clothing and basic hygiene items at no cost; items not prescribed by a medical doctor shall be at the expense of the juvenile;
5. Daily access to showers and toileting, as well as other hygiene;
6. Mail and telephone access and privileges as specified in Division Policy Directive 3.02; Mail and Telephone Privileges
7. To not be discriminated against based on race, religion, national origin, gender, or physical handicap;
8. To be adequately protected from personal abuse, personal injury, disease, property damage, and harassment;
9. To receive visitors daily and on regular basis, so long as visitation does not impede on the operations and security of

the facility;

10. Have immediate access to medical and dental care as needed;
11. Have access to education, including teaching, educational materials and books as prescribed by the policies of the West Virginia Department of Education-Office of Institutional Education;
12. Have access to religious material and services; and
13. Afforded a grievance procedure, including an appeal mechanism as defined in Section IV: Juvenile Grievance Procedures, below.

The following right applies only to juveniles placed in the juvenile corrections facilities:

- To be provided due process safeguards as outlined in Division Policy 2.01: Resident Disciplinary Rules and Process prior to transfer to a more restrictive program or secure facility, unless in the case of emergency transfers in which immediately after such safeguards shall be instituted.

B. OTHER RIGHTS

Each Facility Director/Superintendent is authorized to provide other rights to all juveniles in his/her custody based on the purpose, mission and/or program of the facility to ensure that each juvenile is afforded quality care services.

SECTION IV. JUVENILE GRIEVANCE PROCEDURE

- A. It is the responsibility of staff to provide every juvenile with a copy of the grievance procedure upon intake at the facility. Written acknowledgement by the resident receiving a copy of the grievance procedure shall be maintained in the resident file. All response to a grievance shall be in writing.
- B. The grievance procedure shall be used to determine whether a specific grievance falls within the jurisdiction of the grievance procedure.
- C. The Facility Director/Superintendent or Designee shall be notified

immediately of all grievances against staff members. In cases where a staff member is the subject of a grievance, that staff member shall not execute the handling of the grievance.

4.01 INFORMAL RESOLUTION

The Facility Director/Superintendent or Designee in cooperation with the Divisions' Training Coordinator shall ensure that staff are trained and encouraged to try to resolve all grievances informally.

4.02 GRIEVANCE PROCESS

- A. The juvenile shall first seek informal resolution of a grievance with the staff on duty at the time of the grieved situation occurrence.
- B. If the grievance is not resolved informally by the staff on duty, the juvenile may submit a written and signed grievance form to the Facility Director/Superintendent or designee within three (3) business days of the grieved situation occurrence. The date of receipt of the grievance and by who shall be clearly indicated on the grievance form. Staff shall be available to provide assistance to a juvenile.
- C. A review committee may be designated to meet with the juvenile and others as necessary to hear the facts and allegations, call witnesses, and present questions to determine their findings and make a recommendation, within three (3) business days of the grievance. The review committee shall submit their findings and recommendations in writing to the Facility Director/Superintendent within three (3) business days following the grievance meeting. The review committee may recommend any or all of the following courses of action:
 - Dismissal of allegation/grievance;
 - Changes in policy and/or procedure;
 - Further investigation by the appropriate personnel;
 - Disciplinary action against the staff member or juvenile named in the grievance; and/or
 - Transfer of the juvenile to another unit or facility.
- D. The Facility Director/Superintendent or Designee shall render a

decision in writing to the juvenile within two (2) business days. This decision shall be final unless the grievance involves health and/or safety of the juvenile.

4.03 GRIEVANCE APPEAL RIGHTS

- A. The juvenile has the right to make a written appeal of the decision of the Facility Director/Superintendent or designee regarding issues of health and/or safety, within three (3) business days of receipt of the decision in writing to the Director or Designee.
- B. The decision of the Director or Designee is final, and shall be rendered in writing to the juvenile and the Facility Director/Superintendent within five (5) business days after receipt of appeal.
- C. Nothing in this policy shall be construed to prevent a juvenile from exercising any other rights he/she may have.

SECTION V. EVALUATION

- A. Facility Director/Superintendent or Designee shall submit a written report quarterly, due on the tenth business day of the month following the end of the quarter, to the Director of Juvenile Services or Designee.
- B. The report shall be made in memorandum form or by electronic mail, to include the following:
 - 1. How many grievances received by the Facility Director/Superintendent or Designee?
 - 2. How many grievances designated to a Review Committee?
 - 3. How many grievances were deemed frivolous or without merit?
 - 4. How many grievances were deemed to have merit?
 - 5. How many grievances designated to a Review Committee were recommended to the Facility Director/Superintendent using on or more of the courses of action as outlined in section 3.02 above?

- C. The report shall be used to evaluate:
- Volume- juvenile usage of the procedure; and
 - Effect- outcomes of complaints and whether they result in clarification and change in the rules and practices.

5.01 RECORD KEEPING

- A. The original grievance form and any related documents thereto shall be maintained in the resident file in accordance with Divisional Policy Directive 1.21: Handling of Juvenile Records.
- B. Facility Director/Superintendent or Designee may maintain records for his/her own safekeeping and information.

5.02 RIGHTS RESERVED

The Director or Designee reserves the right to modify, suspend or cancel this policy or any part herein not specifically protected by federal or state law, without advance notice.

APPROVED:

Manfred G. Holland, Director

Date

ATTACHMENT #2

DJS010232

Common OTC Meds:

Ibuprofen 200mg
Acetaminophen 325mg
Aspirin 81mg
Multi Vitamin
Folic Acid 0.4mg
Antacid Tablets/Liquids
Stimulant Laxative
Diphenhydramine 25mg
Fiber Laxative
Sudogest 30mg
Guaifenesin 200mg
Triple Antibiotic Ointment
Hydrocortisone Cream
Benzoyl Peroxide Gel, USP 10%
Tolnaftate Cream
Instant Glucose
Sure Strep
Draw Salve
Eye and Skin Flush
Throat Spray
Accuotic Ear Wax remover
Orajel
Salt
Licetrol
Hydrogen Peroxide
Bismuth Liquid
Calamine Lotion
Dandrex Shampoo
Analgesic Balm
Sodium Chloride
Tussin Syrup
Hemorrhoid Prep Oint.
Histofreeze
Ipecac
Saline Nasal Spray
Wart Remover
Vaseline
Antifungal Cream

ATTACHMENT #3

DJS010232

Med. Equipment/Inventory:

Metal Cabinet
Exam Table
Exam Lamp
Wheelchair
Otoscope
Mayo Table
Bookcase
2'x3' Table
3'x6' Table
Narcotic Safe
Refrigerator x2
Mobile Drawer (3drawers)
4-drawer File Cabinet
Exam Chair w/rollers
Pulseoximeter
Titmus Vision Screener
Hand Held Oximeter
PowerHeart AED
Scale
BP Cuff (Manual)
BP Cuff (Auto)
Oral Thermometer(s)
Otic thermometer
Stethoscope
Suction Equipment
Blood Draw Equipment
Accu Checks
Centrifuge
Emergency medication Box
Emergency Bag
Backboard & Straps

Access For Use:

Computer
Fax
Printer
Copier
Shredder

AVERAGE POPULATIONS	CALENDAR 2005		CALENDAR 2006		CALENDAR 2007 THRU 7/31/07	
	BED DAYS	AVG POP.	BED DAYS	AVG POP.	BED DAYS	AVG POP.
DAVIS CENTER	50	40.98	14,430	39.53	9,006	42.48
WV INDUSTRIAL HOME	165	150.03	54,121	148.28	31,954	150.73
CORRECTIONS TOTAL	215	191.02	68,551	187.81	40,960	193.21
TIGER MORTON JC	23	19.50	7,751	21.24	4,082	19.25
LORRIE YEAGER JR JC	23	10.61	6,980	19.12	3,401	16.04
NORTHERN RJC	19	15.86	6,642	18.20	3,548	16.74
VICKY V DOUGLAS JC	16	3.00	1,197	3.28	2,257	10.65
CHICK BUCKBEE JC	23	19.22	8,189	22.44	3,485	16.44
DONALD R KUHN JC	10	15.69	2,802	7.68	1,928	9.09
S WV YOUTH DIAG CNT	34	13.47	11,488	31.47	7,030	33.16
SAM PERDUE JC	23	5.81	4,019	11.01	3,428	16.17
GENE SPADARO JC	23	13.39	8,739	23.94	4,497	21.21
ROBERT L SHELL JC	23	5.43	6,537	17.91	3,328	15.70
DETENTION TOTAL	217	121.98	64,344	176.28	36,984	174.45
DJS CUSTODY TOTAL	432	313.00	132,895	364.10	77,944	367.66

FEMALE POPULATION RUNS 12% TO 15%

NORTHERN REGIONAL JUVENILE CENTER IS NOT A PART OF THIS CONTRACT OFFERING

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
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Vendor:	Spending Unit:
---------	----------------

Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date