



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
RJC672

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

REGIONAL JAIL AND CORRECTIONAL  
 FACILITY AUTHORITY  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/27/2009				

BID OPENING DATE: **06/30/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		948-74		
PROFESSIONAL MEDICAL SERVICES  REQUEST FOR PROPOSAL (RFP)  OPEN-END CONTRACT TO PROVIDE INMATE MEDICAL SERVICES FOR THE WEST VIRGINIA REGIONAL JAIL & CORRECTIONAL AUTHORITY FACILITY, PER THE REQUEST FOR PROPOSAL (RFP)  MANDATORY PRE-BID: JUNE 17, 2009; 10:00 AM WV REGIONAL JAIL AUTHORITY 1325 VIRGINIA STREET, EAST CHARLESTON, WV 25301  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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### 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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
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<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 FOUR (4) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

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<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p>						

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PAGE  
**4**

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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

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PAGE  
**5**

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RFQ COPY  
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**REGIONAL JAIL AND CORRECTIONAL  
 FACILITY AUTHORITY  
 JOBSITE  
 SEE SPECIFICATIONS**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/30/2009** BID OPENING TIME **01:30PM**

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)</p> <p>RFQ. NO.: RJC672</p> <p>BID OPENING DATE: 6/30/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ RJC672 ***** TOTAL: _____</p>						

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WEST VIRGINIA REGIONAL JAIL & CORRECTIONAL FACILITY AUTHORITY

RJC672

**Part One**

**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 West Virginia Regional Jail and Correctional Facility Authority, hereinafter referred to as "Agency", to provide inmate medical services.

**1.2 Project:**

The purpose of this requisition is to engage the services of a qualified organization to provide inmate medical services at the following ten (10) Regional Jails:

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

and at the following two (2) Correctional Centers:

- Northern Correctional Center
- Ohio County Correctional Center

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

### 1.3 RFP Format:

This RFP has four parts: "Part 1" contains general information/terms and conditions, "Part 2" describes the background and working environments 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 Vendor'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 inquiries regarding specifications of the RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specifications' clarifications must be addressed to:

John Abbott, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
PO Box 50130  
Charleston, West Virginia 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 vendor must register and pay the fee prior to award of the actual purchase order/contract.



## 1.6 **Oral Statements or Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussions held between vendor's representatives and any State personnel are 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 and submitted and to identify the material to be included therein.

### 1.8.1 *Mandatory Requirements.*

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement 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 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 date and time stamped in each office to verify official time and date receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State 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 + five (5) convenience copies (3-ring binders preferred) to:

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

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

Buyer:	John Abbott (32)
Req #:	RJC672
Opening Date:	6-30-2009
Opening Time:	1:30 P.M.

#### 1.9.4 Best Value Purchasing Standard Format

All Requests for Proposals shall 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 State 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 State Code. A certificate of application is used to request this preference. Generally, 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 vendor 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 vendor 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 vendors 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 such prices with any competitor, unless the proposal is submitted as a joint venture.

**1.14 Price Quotations:**

The price(s) quoted in the vendor'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 duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$.50/page, or a minimum of \$10.00 per request, whichever is greater.

**1.15.3 *Risk of Disclosure.***

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

1.16 **Schedule of Events:**

Release of the RFP.....	05/27/2009	
Vendor's Written Questions Submission Deadline.....	06/11/2009	
Mandatory Pre-bid Conference... ..	06/17/2009	10:00 A.M.
Bid Opening Date .....	06/30/2009	

1.17 **Mandatory Pre-bid Conference:**

A mandatory pre-bid conference shall be conducted on the date specified in the schedule of events. Said conference will be held in the West Virginia Regional Jail and Correctional Facility Authority's conference room located at 1325 Virginia Street, East, Charleston, West Virginia 25301-3011. **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 State Code 5A-3-10a requires that all vendors 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 their 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 subcontractor 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 subcontractor 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 or Local Government.

1.19.8 Compliance with Laws and Regulations:

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

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

1.19.9 Subcontracts/Joint Ventures:

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

#### 1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the 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.

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

#### 1.19.11 Non-Appropriation of Funds:

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

#### 1.19.12 Contract Termination:

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

State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

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

1.19.13 Changes:

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

Changes in scope initiated by West Virginia Regional Jail and Correctional Facility Authority (WVRJA) due to housing expansion, new facilities, program changes in facilities, court orders, etc., will be negotiated by WVRJA and vendor to affect a contract change order.

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

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

1.19.14 Invoices, Progress Payments, & Retainage:

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 *Liquidated Damages*: NA

1.19.16 Record Retention (Access & Confidentiality):

The 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 of commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of seven (7) years and make available all records to Agency personnel at the Vendor's location during normal business hours upon written request by the Agency within ten (10) days after receipt of request unless an emergency request has been made by the Executive, Legislative or Judicial branches of state government.

Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor carry out the duties and responsibilities defined in this contract. The 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 West Virginia Regional Jail and Correctional Facility Authority, a body corporate and a government instrumentality, is a division within the Department of Military Affairs and Public Safety, and is responsible for the construction and operation of regional jail facilities pursuant to Chapter 31-20-1 et seq. of the West Virginia Code.

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

The Authority is requesting proposals for the provision of inmate medical services to include medical, dental, psychiatric services, health care personnel, and medical program support services for the agency's inmate population.

The *Eastern Regional Jail* (304-267-0045) is located at 94 Grapevine Road, Martinsburg (Berkeley County), West Virginia 25401. This three (3) pod facility serves inmates from the Berkeley, Jefferson and Morgan Counties. The average daily inmate population for this facility during Calendar Year 2008 was 375.

The *Central Regional Jail* (304-765-7904) is located at 300 Days Drive, Flatwoods (Braxton County), West Virginia 26601. This two (2) pod facility serves inmates from Braxton, Calhoun, Clay, Gilmer, Lewis, Nicholas, Roane, and Webster Counties. The average daily inmate population for this facility during Calendar Year 2008 was 250.

The *North Central Regional Jail* (304-873-1384) is located at #1 Lois Lane, Greenwood (Doddridge County), West Virginia 26415. This four (4) pod facility serves inmates from Doddridge, Harrison, Marion, Monongalia, Pleasants, Ritchie, Tyler, Wirt and Wood Counties. The average daily inmate population for this facility during Calendar Year 2008 was 525.

The *Potomac Highlands Regional Jail* (304-496-1275) is located at 13 Dolan Drive, Augusta (Hampshire County), West Virginia 26704. This two (2) pod facility is used to house inmates from Grant, Hampshire, Hardy, Mineral and Pendleton Counties. The average daily inmate population for this facility during Calendar Year 2008 was 250.

The *South Central Regional Jail* (304-558-1336) is located at 1001 Centre Way, Charleston (Kanawha County), West Virginia. This three (3) pod facility serves the counties of Jackson and Kanawha. The average daily inmate population for this facility during the Calendar Year 2008 was 450.

The *Southern Regional Jail* (304-256-6726) is located at 1200 Airport Road, Beaver (Raleigh County), West Virginia 25813. This three (3) pod facility serves the counties of Fayette, Greenbrier, Mercer, Monroe, Raleigh, Summers and Wyoming. The average daily inmate population for this facility during Calendar Year 2008 was 500.

The *Southwestern Regional Jail* (304-239-3032) is located at #13 Gaston Caperton Drive, Earl Ray Tomblin Industrial Park, Holden (Logan County), West Virginia 25625. This three (3) pod facility serves inmates from Boone, Lincoln, McDowell and Mingo counties. The average daily inmate population for this facility during Calendar Year 2008 was 375.

The *Tygart Valley Regional Jail* (304-637-0382) is located at 400 Abbey Road, Belington, West Virginia. This three (3) pod facility serves the counties of Barbour, Pocahontas, Preston, Randolph, Taylor, Tucker and Upshur. The average daily inmate population for this facility during Calendar Year 2008 was 350.

The *Western Regional Jail* (304-733-6821) is located at One O'Hanlon Place, Barboursville (Cabell County), West Virginia 25504. This four (4) pod facility serves the counties of Cabell, Lincoln, Mason, Putnam and Wayne. The average daily inmate population for this facility during Calendar Year 2008 was 500.

The *Northern Regional Jail* (304-843-4067) is located at RD2, Box 1, Moundsville (Marshall County), West Virginia 26041. This two (2) pod facility serves inmates from Brooke, Hancock, Marshall, Ohio and Wetzel Counties. The average daily inmate population for this facility during Calendar Year 2008 was 300.

The *Northern Correctional Center* (304-843-4067) is located at RD2, Box 1, Moundsville (Marshall County), West Virginia 26041. This two (2) pod facility houses state-sentenced inmates and is operated by the Division of Corrections and shares a physical plant with Northern Regional Jail. The average daily inmate population for this facility during FY2008 was 250.

The *Ohio County Correctional Center* (304-238-1007) is located at 1501 Eoff Street, Wheeling (Ohio County), West Virginia 26003. This 54 bed facility houses state-sentenced inmates and is operated by the Division of Corrections. It is located about twenty minutes north of the Northern Regional Jail. The average daily inmate population for this facility during FY2008 was 60. The inmates assigned to this Center participate in community work projects. Their health status and ability to perform manual labor is a factor in placement.

## 2.2 **Background:**

The mission of the Regional Jail and Correctional Facility Authority is to ensure the public's, staff's and inmate's safety by maintaining a safe, secure and humane system of Regional Jails.

## PROCUREMENT SPECIFICATIONS

### 3.1 General Requirements:

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

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

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

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

### 3.2 Scope of Work:

The provision of the following inmate medical services in accordance with 95-1-14, 95CSR1 is at the expense of the contractor. These services shall be provided at all Regional Jail Facilities as outlined in Section 2.

- |    |                             |                  |
|----|-----------------------------|------------------|
| A. | Receiving Medical Screening | See 95-1-14.9.7  |
| B. | Health Appraisal            | See 95-1-14.9.9  |
| C. | Access to Treatment         | See 95-1-14.9.13 |
| D. | Daily Triage of Complaints  | See 95-1-14.9.14 |
| E. | Sick Call                   | See 95-1-14.9.15 |

F. Medical Observation Unit: The Contractor shall utilize the medical observation unit to the fullest extent possible for the care and treatment of inmates requiring medical supervision. The medical observation unit shall be operated in compliance with the following guidelines.

1. A physician shall be available on-call twenty-four (24) hours per day;
2. Medical Observation Unit supervision by health-trained personnel (LPN or RN) shall be maintained at all times during occupancy by an inmate.
3. A manual of nursing care procedures, medical treatment protocol and standing orders for medication shall be maintained in the Medical Observation Unit. A copy of this manual shall be provided to the Jail Administrator within 90 days of commencement of contract; and
4. The Contractor's utilization review process shall operate to assure appropriate usage of Infirmary facilities. A monthly report shall be provided to the Jail Administrator of Medical Observation Unit utilization on a monthly basis.

G. Health Records                      See 95-1-14.9.24

H. Health Care: When inpatient or outpatient Catastrophic Care is medically required for the care and treatment of an inmate, the Contractor shall be responsible for such arrangements and payment as may be required, subject to the following limitations:

1. \$5,000.00 annual aggregate limit per inmate per occurrence of illness or injury; and;
2. \$10,000.00 annual aggregate limit for illness or injury affecting more than one inmate.
3. Hospitalization of Federal inmates shall require the specific approval of the responsible Federal agency. Federal inmates will be billed directly to the responsible Federal Agency in accordance with 31-20-30.



4. The WV Regional Jail Authority shall be responsible for costs exceeding the above limitations. However, the Vendor shall remit payment to the appropriate community providers and submit documentation to WV Regional Jail Authority for reimbursement

- I. Specialty Services: Inmates for whom out-patient specialty care is medically necessary shall be referred to and treated by appropriate specialists within the community; subject to catastrophic limits. Federal inmates require the specific approval of the responsible Federal agency.

Specialty clinics shall be scheduled within the facility whenever appropriate and necessary. These services shall be the responsibility of the Contractor for all inmates in the facility.

- J. Emergency Services: Costs of emergency medical transportation shall be borne by the Contractor; non-emergency medical transportation may be provided by the regional jail transportation unit.

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

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

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

- L. Ancillary Services: The Contractor shall bear responsibility for provision of medically necessary laboratory, x-ray and other ancillary services.

- M. Dental Services: See 95-1-14.9.19 and 95-1-14.9.21  
The Contractor shall adhere to no less than the minimum number of contracted Full-time-equivalents for on-site dental services.

- N. Pharmaceuticals and Supplies

1. All prescriptions and non-prescription medication, medical supplies, books and periodicals shall be provided by the Contractor. The Contractor may be required to purchase prescription medications from Minnesota Multi-State Contracting Alliance for Pharmacy if determined that it is advantageous to the authority.

- 2 All prescription medication and, whenever possible, non-prescription medications shall be in unit dose format and identified by inmate name, initiation and cessation date. Bulk medication, except for such items as aspirin is prohibited and shall not be used by the Contractor. All unit dose medications shall be formulated by a pharmacist. Distribution of medication shall be by Contractor staff in compliance with 95-1-14.9.22 and the standards of the National Commission on Correctional Health Care Standards. The Contractor shall maintain and monitor records of all medications dispensed or administered.
- 3 When any pre-trial inmate is sent to the Sharpe State Hospital for stabilization, the Contractor will honor any and all medication prescribed by the doctor(s) at Sharpe State Hospital. When the inmate is returned to the Regional Jail, the Contractor will not deviate from the type of medication(s) that was prescribed by the doctor(s) at the Sharpe State Hospital.

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

- O. Health Education: The Contractor shall provide in-service education, first aid and CPR training for jail staff.
- P. Transfer of Records See 95-1-14.9.25
- Q. Administrator: The Contractor shall provide for clinical and administrative management of inmate medical services.

### 3.2.1 Compliance with Standards

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

- C. All inmate services provided for the two (2) DOC Facilities must also meet the requirements of the American Correctional Association and the National Commission on Correctional Health Care within one year of the effective date of this contract.

### 3.2.2 Personnel Selection and Retention Requirements:

- A. The Contractor shall employ only such personnel who are qualified by training, education and experience for the positions they hold; all staff must meet applicable licensing or certification requirements for practice in West Virginia; the Contractor shall maintain written job descriptions for each employee.
- B. All Contractor staff must submit to and successfully complete a background investigation conducted by the Regional Jail and Correctional Facility Authority; the Contractor shall maintain current personnel files for each of its employees and shall make such personnel files available to the Authority upon request.
- C. The Contractor and its staff shall comply with all federal, state and local laws and regulations, court orders and policies of the Regional Jail and Correctional Facility Authority, with special emphasis upon the security regulations and procedure of the jail. The Contractor shall cooperate with the Authority and shall make its medical service and security policies and procedures applicable to the facilities of the Authority and shall require its employees to comply with the security policies of the Authority.
- D. The Contractor shall immediately replace or provide coverage for any employee who is unable to perform his/her assigned duties in a reliable manner, demonstrates an uncooperative attitude or is deemed to be unsatisfactory by the Administrator of the regional jail in which he/she is employed or the Warden of the Correctional Facility.
- E. Any physician employed by the Contractor shall monitor inmates daily who are admitted to local hospitals. When necessary for the treatment of any inmate, the Contractor shall be responsible for arrangements with medical specialists.
- F. Administrative Requirements
  - 1. The Contractor shall, in cooperation with the regional jail staff, design and implement policies and procedures for the delivery of inmate medical services.

2. The Contractor shall be responsible for the immediate reporting of problems and/or unusual incidents to the Administrator of the jail and copied to the Authority's Executive Director.
3. The Contractor may be required to represent and interpret the inmate medical services program to local groups or visitors to the jail as mutually agreed upon by the Contractor and the Administrator.
4. The Contractor shall insure that the medical condition of hospitalized inmates is routinely monitored to insure that hospitalization is continued only until no longer medically necessary.
5. The Contractor shall meet monthly with jail staff to review inmate medical services and to propose corrections of deficiencies or problems, to identify in-services training needs and to suggest improvements to the delivery of contracted services.
6. The Contractor shall maintain regular communications with the Administrator of the regional jail and shall cooperate in all matters pertaining to Contract, including the classification, housing assignments, job assignment or program participation of inmates by reason of medical condition or requirements for medical care.

### 3.2.3 Special Contract Requirements

- A. **Mental Health Evaluation:** The Contractor shall provide crisis intervention services, including but not limited to the evaluations of and certifications of inmates who may require involuntary hospitalization. The contractor will be required to provide staff and mental health services to the forensic unit located adjacent to the South Central Regional Jail. The contractor shall administer the South Central Regional Jail Forensic Unit under the guidance of the Bureau of Behavioral Health Services Facilities under the Department of Health and Human Resources.
- B. **Drug and Alcohol Detoxification:** The Contractor shall provide detoxification services for inmates.

Vendor shall provide all necessary medical care for any inmate to include issues related to medications that sustain the viability and health of pregnant females and their unborn child.

Vendor shall be responsible for maintaining and the accounting of all such medications and any licensing or training required for distribution of said medications.

- C. Inmate Trustee Physical Examination: The Contractor shall conduct a physical examination of each inmate being considered for assignment to the kitchen; such examinations shall be included as a part of the Contract price. Physical examination of inmates prior to assignment to kitchen: This examination shall include testing for tuberculosis and include a basic physical examination but does not need to include extensive laboratory or other diagnostic tests.
- D. Emergency Treatment of Staff and Visitors: The Contractor shall provide emergency first aid treatment of any jail staff or visitor who is injured or becomes ill while on the jail premises; such treatment shall be limited to emergency first aid or stabilization pending further necessary treatment.
- E. Monthly Facility Inspection: The Contractor shall conduct and record a monthly inspection of the facility and inform the Administrator of conditions relating to housing, sanitation and food service. The monthly examination of the facility is intended only to provide for identification of situations which may have potential for impact upon the physical health of inmates and staff, *i.e.*, basic hygienic inspection
- F. Administration of Addictive or Psychotropic Medication: The Contractor shall administer potentially addictive or psychotropic medication in liquid form or crushed and dissolved in water unless otherwise specified by a doctor.
- G. Maintenance of Records and Reports: The Contractor shall make and maintain such records and reports as may be required for compliance with regulations of the Department of Health and Human Resources, the Board of Pharmacy and the Center for Communicable Diseases and shall notify the Administrator of such reports.
- H. Maintenance of First Aid Supplies: The Contractor shall conduct a monthly inspection of all institutional and vehicular first aid supplies and shall replenish necessary supplies as may be required.
- I. Body Cavity Searches: The Contractor shall, subcontract with another entity to conduct and document body cavity searches of inmates upon request of the Administrator.

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

#### 3.2.4 Additional Information

- A. Applicable excerpts from the West Virginia Standards for the Construction, Operation and Maintenance of Jails (95CSR1) (See attachment 1). A listing of typical Owner-furnished equipment is appended to this requisition (See Attachment 2). The Contractor shall be responsible for maintenance, repair and replacement of Owner-supplied equipment and for acquisition or additional equipment and supplies necessary for the proper conduct of inmate medical services under this Contract.
- B. Health Services Utilization of existing facilities during the period of: January 1, 2008 through December 31, 2008:

Emergency Room visits: Central - 12; Eastern - 61; North Central - 36 ; Northern - 36; Potomac Highlands - 23; South Central - 32; Southern - 77; Southwestern - 25; Ohio County Correctional Center- 4; Western- 30; Tygart Valley- 48.

In-Patient Hospital Days: Central - 3; Eastern - 41; North Central - 18 ; Northern - 24; Potomac Highlands - 10 ; South Central - 20 ; Southern - 78; Southwestern - 38; Ohio County Correctional Center - 0 ; Western- 28; Tygart Valley- 17.

- C. Payments for in-patient hospital charges in excess of contract limits will be billed to the Authority as reimbursements after the original medical bills have been paid by the contract provider; charges for federal inmates are the responsibility of the United States Marshal's office; and excess charges for state inmates are the responsibility of the Division of Corrections.
- D. Catastrophic cost limits are based upon annual aggregate for each inmate for each incident or episode resulting from the same problem.
- E. It is the intention of the Authority to award a Contract for a one year period while reserving the option to renew the Contract for four additional one year periods.

- F. Vendors should assume that billings for medical services would be submitted to the Authority.
- G. State and Federal agencies are responsible for all non-routine inmate medical costs outside the facility (hospitalization and specialty consultations) after the catastrophic cap has been met.
- H. Physical Examination of Staff: The Contractor shall conduct physical examinations of all applicants for employment as correctional officers. A copy of the Authority's policy on physical examination of applicants and staff is attached (See Attachment 3). This policy describes the nature and extent of the laboratory examinations and other diagnostic examinations to be included.
- I. A monthly meeting is to be held with the Jail Administrator and other Jail Staff as the Administrator desires to review services provided in the prior month.

#### 3.2.5 Project Accounts:

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

#### 3.2.6 Complaint Procedure

The vendor shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the medical

services program. Regional Jail regulations require that all complaints received by the administrative staff be referred, in writing, to the Utilization Review Committee who shall respond in 24 hours of receipt of the complaint.

### 3.2.7 Policies and Procedures

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

### 3.3 SPECIAL TERMS AND CONDITIONS:

#### 3.3.1 Insurance Requirements:

The successful vendor, prior to the award of a Contract, shall provide Certificates of Insurance as follows and shall maintain such coverage in force during the life of the Contract. The Regional Jail and Correctional Facility Authority shall be named as an additional insured on all such Certificates of Insurance. Each Certificate of Insurance or Policy shall contain a covenant by the issuing company that no policy will be canceled or amended without thirty (30) day written notice made to the Regional Jail and Correctional Facility Authority by the issuing company. All insurance premiums shall be paid by the Contractor.

#### A. Workers' Compensation Statutory Benefits:

Medical Malpractice: Medical malpractice Insurance shall be maintained for all medical professional staff with the following limits: \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate limit.

Professional Liability: Contractor shall provide professional liability coverage for all employees with the following limits: \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate limit.



- A. All inmate medical services provided under this contract shall be in accordance with 95CSR1 and the standards of the National Commission on Correctional Health Care.
- B. The Contractor shall maintain documentation of appropriate licensing and accreditation for any hospitals, clinics or laboratories which provide services under this Contract.
- C. The Contractor is responsible for all taxes as well as the acquisition of and all costs associated with licensures, taxes, fees, bonds, permits, Workers Compensation, accreditation and all other costs associated in the fulfillment of this contract.

#### Part 4

### PROPOSAL FORMAT

#### 4.1 Vendor's Proposal Format:

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

- A. Title Page - The title page should state the RFP subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.
- B. Table of Contents - Clearly identify the material by section and page number.
- C. Section I - Section I must include the following information:
  - 1. Company profile
  - 2. Date organized to provide health care services.
  - 3. Description of current health care contracts:
    - a. Client Name
    - b. Date of Original Contract
    - c. Average Size of Population
    - d. Facilities currently accredited
  - 4. Corporate structure and organization.
  - 5. References (List not fewer than five organizations or facilities with which the firm has or had health care contracts)

## D. Section II - Within Section II;

- a) Identify all personnel by function, training and licensing status proposed for delivery of inmate 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 Contractor will be permitted to utilize part-time employees in the staffing of inmate 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 inmate medical care. The Authority reserves the right to audit the Contractor's use of part-time staff to determine the impact upon the quality of care provided.

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

**CENTRAL REGIONAL JAIL**

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

***\*Please complete one (1) chart for each facility.***

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.

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

### EASTERN REGIONAL JAIL

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

***\*Please complete one (1) chart for each facility.***

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.

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

**NORTH CENTRAL REGIONAL JAIL**

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

***\*Please complete one (1) chart for each facility.***

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.

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

### NORTHERN REGIONAL JAIL

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

***\*Please complete one (1) chart for each facility.***

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.

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

**POTOMAC HIGHLANDS REGIONAL JAIL**

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

***\*Please complete one (1) chart for each facility.***

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.

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

### SOUTH CENTRAL REGIONAL JAIL

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

***\*Please complete one (1) chart for each facility.***

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.



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

**SOUTHERN REGIONAL JAIL**

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

***\*Please complete one (1) chart for each facility.***

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.

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

### SOUTHWESTERN REGIONAL JAIL

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

***\*Please complete one (1) chart for each facility.***

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.

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

### TYGART VALLEY REGIONAL JAIL

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

***\*Please complete one (1) chart for each facility.***

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.

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

### WESTERN REGIONAL JAIL

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

***\*Please complete one (1) chart for each facility.***

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.

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

**NORTHERN CORRECTIONAL CENTER**

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

***\*Please complete one (1) chart for each facility.***

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.

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

### OHIO COUNTY CORRECTIONAL CENTER

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

***\*Please complete one (1) chart for each facility.***

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.

b) Describe the process, including means and methods, for provision of the following inmate medical services in accordance with 95-1-14, 95CSR1 at the expense of the contractor. These services shall be provided at all Regional Jail Facilities as outlined in Section 2.

- |                                |                  |
|--------------------------------|------------------|
| 1) Receiving Medical Screening | See 95-1-14.9.7  |
| 2) Health Appraisal            | See 95-1-14.9.9  |
| 3) Access to Treatment         | See 95-1-14.9.13 |
| 4) Daily Triage of Complaints  | See 95-1-14.9.14 |
| 5) Sick Call                   | See 95-1-14.9.15 |

E. Section III – Within Section III;

a) Describe plans for delivery of on-site and off-site inmate medical services. The vendor's approach to delivery of each of the medical care tasks shall 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

## 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 who attains the final highest point score of all vendors (possible 100 points maximum) 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 scores:

<u>Evaluation Criteria</u>	<u>#PointsPossible</u>
CAPACITY TO MEET REQUIREMENTS OF SECTIONS 3 AND 4.1 OF THE RFP	30
EXPERIENCE	25
MEDICAL AND MENTAL HEALTH PLAN OF DELIVERY	15
COST	30
<b>TOTAL</b>	<b>100 Points Possible</b>

#### **A. Capacity to meet the requirements of the RFP: 30 Points Possible**

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

#### **B. Experience: 25 Points Possible**

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



**C. Mental Health Plan of Delivery: 15 Points Possible**

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

**Cost: 30 Points Possible**

**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:

Lowest price of all proposals

\_\_\_\_\_ X 30 = Price Score

Price of Proposal being evaluated

**4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. 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.

The following Cost Proposal should be submitted to the WV Division of Purchasing in a separate envelope at the time of Proposal Submission.

4.5 Cost Proposal		
Facility Name	* Unit Cost	Extended Cost
Central Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 250 Avg,	\$ X 7	\$
Eastern Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 375 Avg,	\$ X 7	\$
Northern Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 300 Avg,	\$ X 7	\$
North Central Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 525 Avg,	\$ X 7	\$
Potomac Highlands Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 250 Avg,	\$ X 7	\$
South Central Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 450 Avg,	\$ X 7	\$
Southern Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 475 Avg,	\$ X 7	\$
Southwestern Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 375 Avg,	\$ X 7	\$
Western Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 500 Avg,	\$ X 7	\$
Tygart Valley Regional Jail - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 350 Avg,	\$ X 7	\$
Northern Correctional Center - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 250 Avg,	\$ X 7	\$
Ohio County Correctional Center - Monthly Cost	\$ X 12	\$
Daily Cost per inmate over 60 Avg,	\$ X 7	\$
	<b>GRAND TOTAL</b>	
* Unit Cost box: 12 = months/year; 7 = days (an arbitrary # for bidding purposes only)		
* Multiply the monthly fee (\$) by 12 and insert the Extended Cost;		
* Multiply the daily fee (\$) by 7 and insert the Extended Cost		
* The daily cost per inmate of 7, over the facilities' inmate population is being utilized for evaluation purposes only. Actual inmate overages may be more or less		

<b>CENTRAL REGIONAL JAIL</b> <b>300 Days Drive</b> <b>Flatwoods, (Braxton County) WV 26601</b>	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

<b>EASTERN REGIONAL JAIL</b> <b>94 Grapevine Road</b> <b>Martinsburg, (Berkeley County) WV 25401</b>	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

NORTH CENTRAL REGIONAL JAIL #1 Lois Lane Greenwood, (Doddridge County) WV 26415	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

NORTHERN REGIONAL JAIL RD2, Box 1 Moundsville, (Marshall County) WV 26041	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

POTOMAC HIGHLANDS REGIONAL JAIL 13 Dolan Drive Augusta, (Hampshire County) WV 26704	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i>	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

<b>SOUTH CENTRAL REGIONAL JAIL</b> 1002 Centre Way Charleston, (Kanawha County) WV 25309	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***



<b>SOUTHERN REGIONAL JAIL</b> 1200 Airport Road Beaver, (Raleigh County) WV 25813	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

<b>SOUTHWESTERN REGIONAL JAIL Earl Ray Tomblin Industrial Park #13 Gaston Caperton Drive Holden, (Logan County) WV 25625</b>	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i>	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

<b>TYGART VALLEY REGIONAL JAIL</b> <b>400 Abbey Road</b> <b>Belington, (Randolph County) WV 26250</b>	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes..***

<b>WESTERN REGIONAL JAIL</b> <b>One O'Hanlon Place</b> <b>Barboursville, (Cabell County) WV 25504</b>	RJCFA
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

NORTHERN CORRECTIONAL CENTER RD2, Box 1, Moundsville, (Marshall County) WV 26041	DOC
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

<b>OHIO COUNTY CORRECTIONAL CENTER</b> 1501 Eoff Street Wheeling, (Ohio County) WV 26003	DOC
Total monthly all inclusive fee for Medical/Mental Health Services	\$
Total annualized all-inclusive fee for Medical/Mental Health Services	\$
<b>Vendor must also provide an annualized itemized proposal cost to include:</b>	
Salaries	\$
Associated Benefits	\$
Pharmaceuticals	\$
<i>Provide Vendor Name &amp; Location:</i>	
Optical	\$
<i>Provide Vendor Name &amp; Location:</i>	
Other Miscellaneous Supplies	\$
Contract Mental Health	\$
Subcontractor Name	
Hospital	\$
Specialty Consult, referrals, etc.	\$
Malpractice	\$
Administrative Overhead/Management Fee	\$
Any other cost— <i>Please List</i> _____	\$

***\*This is a breakdown of the monthly cost for the listed positions and is not for evaluation purposes.***

14.1. Right to medical care. All inmates shall have prompt access to necessary medical, dental and psychiatric care provided in a reasonable manner by licensed personnel.

14.2. Responsibility. Medical, dental and mental health decisions involving clinical judgements shall be the sole province of the responsible health care professional. The jail facility administrator shall provide administrative support for the availability of medical care to inmates and shall advise the health care professionals concerning jail facility security.

14.3. Responsible physician. A responsible physician shall be designated to approve health care policies, procedures and agreements which may include the use of emergency rooms in local hospitals. Each jail facility shall have agreements or provisions for twenty-four (24) hour coverage by an on-call physician. All physicians and dentists examining or treating inmates shall be licensed to practice in the State of West Virginia.

14.4. On site health authority. An on site health authority shall be designated and present at all times. The health authority may be a physician, physician's assistant, registered nurse, licensed practical nurse, nurse practitioner, paramedic, emergency medical technician, or a health trained staff member.

14.5. Medical autonomy and jail facility administration. Medical decisions shall be made only by the physician or his or her designee. It shall be made clear to the health authorities, that security rules which apply to non-medical jail facility staff also apply to health care staff. The jail facility administrator shall provide information and orientation concerning security rules to health care staff.

14.6. Duties and responsibilities. Appropriate state and federal licensure, certification or registration requirements and restrictions apply to personnel who provide health care services to inmates. The duties and responsibilities of medical care personnel shall be governed by written job descriptions approved by the responsible physician and the jail facility administrator. Verification of current credentials and job descriptions shall be on file in the jail facility. The provision of quality health care shall be ensured by the use of only qualified health care personnel to determine and supervise health care procedures. Written job descriptions shall include the qualifications required and the specific role in the health care delivery system of that position. Verification of qualifications may consist of copies of current certificates or licenses.

14.7. Administrative meetings and reports. There shall be meetings, at least quarterly, between the health care staff and the jail facility administrator to review and discuss health care programs in the jail facility. Notes of these meetings shall be kept by the jail facility administrator. The responsible physician shall submit quarterly reports on the health care delivery system and annual statistical reports. The report shall include topics such as the effectiveness of the health care delivery system, a description of any environmental factors which may require improvement, changes effected since the last report, and recommendations for corrective action if needed. The annual statistical report of inmate health care shall include the number and nature of sick call visits, diagnostic studies conducted, emergency services rendered, referrals to specialists, hospitalizations, special procedures performed, ambulance transports used, communicable diseases reported and deaths. The annual statistical report, along with an appraisal of the jail facility's health care system shall be submitted to the authority having jurisdiction over the jail facility by the responsible physician.

14.8. Review. Each policy, procedure and program in the health care delivery system shall be reviewed at least annually by the responsible physician and revised if necessary. Each policy or procedure document shall bear the date of the most recent review or revision and the signature of the reviewer.

14.9. Policies and procedures. The responsible physician shall write or approve pre-written health policies and procedures for the following components of jail facility health care:

14.9.1. Decision making for special problem inmates. Before inmates with diagnosed psychiatric or significant medical illnesses are given housing assignments, work assignments, disciplinary measures or transfers, the jail facility administrator and the responsible physician or their designees shall confer to consider any special precautions or preparations. A list of frequent illnesses which require special arrangements shall be developed. Special diets must be provided when requested by health personnel and approved by the responsible physician.

14.9.2. Notification of next of kin. The jail facility administrator or responsible physician shall notify the next of kin or legal guardian of the serious illness, serious injury or death of any inmate in the custody of the jail facility.

14.9.3. Post mortem examination. The jail facility administrator or responsible physician shall immediately notify the State Medical Examiner of the death of any inmate. The jail facility shall cooperate with the State Medical Examiner in the conduct of post mortem examination if found to be necessary.

14.9.4. Minimum staff training requirements. Health trained staff is defined as jail personnel who have the equivalent of EMT training and also have received information regarding the symptoms of physical and mental illnesses common to the inmate population (including depression and chemical dependency), basic management of seizures, medication administration, health record maintenance, recognition of potentially suicidal behavior, ability to respond to health related situations within four (4) minutes, first aid training, and procedures for transfer of inmates to appropriate medical facilities or health care providers. Training may be effected through a local hospital, emergency room, county health department, county medical society, Red Cross chapter, or any other program approved by the responsible physician. An appropriate training course may be completed in approximately 60-80 hours. Each shift shall include at least one person who has become health trained as described in this subsection. Ideally these persons shall be from the health care profession but may be health trained jail facility personnel.

14.9.5. Suicide prevention. There shall be a written suicide prevention and intervention program that is reviewed and approved by a qualified medical or mental health professional. All jail facility staff who are responsible for inmate supervision shall be trained in the implementation of the program. The staff shall be responsible for intake screening and identification of potentially suicidal inmates in an effort to prevent suicide.

14.9.6. Prohibited inmate assignments. Inmates shall not be assigned the following duties:

- a. Performing direct patient care services;
- b. Scheduling health care appointments;
- c. Determining or controlling access to health care by other inmates;
- d. Handling or having access to surgical instruments, syringes, needles, medications or health records; and,
- e. Operating medical equipment.

The restrictions of this subsection shall not be construed to preclude inmates from participation in a certified vocational training program. Inmates may be permitted to perform janitorial or cleaning services in the medical areas under the supervision of qualified staff.

14.9.7. Receiving Medical Screening. A receiving medical screening appraisal to elicit information pertinent to the inmates' health shall be performed on every inmate at the time of admission. The screening shall be recorded on a form which has been approved by the responsible physician. Screening is a means to discover and prevent health and safety threats to both inmates and staff. The goal of receiving screening shall be to detect any communicable diseases, chemical dependence, potential for



suicide, or other medical or psychiatric problems before the inmate is placed within the jail population. When the inmate has been transferred from another facility and is accompanied by a previously completed screening form, the form shall be reviewed and verified. The receiving screening shall be conducted by a health-trained staff member. No inmate in obvious need of medical attention shall be admitted to any jail facility until such time as the arresting or transporting officer shall obtain written medical clearance indicating that the inmate is physically capable of withstanding incarceration. The screening inquiry shall include the following topical areas:

- a. Current illness and health problems, including dental problems;
  - b. Venereal diseases and other infectious diseases;
  - c. Current medication and special health requirements;
  - d. Use of alcohol or other drugs, including types of drugs used, mode of use, amounts used, frequency of use, date or time of last use, and history of problems which may have occurred after cessation of use;
  - e. Past and present treatment or hospitalization for mental disturbance or attempted suicide;
- and,
- f. Other health problems as may be identified by the responsible physician.

14.9.8. Disposition. The receiving screening process shall include a recommendation to one of the following population classifications: General population, with or without referral for appropriate health care services; emergency referral to appropriate health care services; or, medical isolation and special observation.

14.9.9. Health Appraisal. Within fourteen (14) days of admission, a health appraisal shall be completed for each inmate which includes a medical history and examination which is recorded on a form approved by the responsible physician. Although a physician, physician's assistant or nurse practitioner must perform the physical examination, the health history may be completed by a health trained staff member. The health appraisal shall include the following:

- a. Review of the earlier receiving screening by the examining clinician;
- b. Collection of additional data to complete the medical, dental, psychiatric and dental histories;
- c. Administration of laboratory and/or diagnostic tests to detect communicable diseases including tuberculosis;
- d. Recording of current height, weight, pulse rate, blood pressure and temperature, any other diagnostic tests administered and comments concerning mental and dental status; and,
- e. The results of the medical examination, test results and other information collected shall be reviewed by a physician who shall direct the initiation of appropriate medical care and treatment.

14.9.10. Care for persons under the influence of drugs. The responsible physician shall approve policies and procedures for the identification of alcohol and drug dependence as well as subsequent management and/or transfer for the care of persons under a drug influence. Unless the jail facility has special facilities and constant medical supervision to perform detoxification, detoxification shall not be performed at the jail facility; inmates who require detoxification shall be transferred to a hospital or detoxification center designated by the responsible physician. Procedures for adequate care of persons under the influence of drugs include written policies and training concerning medical screening, observation, referral evaluation, and safety protection.

14.9.11. Psychiatric illness. Post admission screening and referral for the care of mentally ill or retarded inmates whose adaptation to the jail facility environment is significantly impaired shall be provided. Psychiatric problems identified, whether identified during receiving screening or after admission, shall be followed up by medical staff. The urgency of the presenting problem shall determine the response. Potentially suicidal and psychotic patients are emergencies and require prompt attention. Inmates awaiting emergency evaluation shall be housed in a specially designated area with constant supervision by trained staff. Inmates shall be held only for the minimum time necessary before emergency care is rendered. All sources of assistance for mentally ill or impaired inmates shall be identified in advance of need and referral procedures shall be in place for use in cases where the need exists. No person shall be housed in a jail facility solely upon an involuntary commitment proceeding pursuant to W. Va. Code §27-5-1 et. seq..

14.9.12. There shall be consultation between the jail facility administrator and the responsible physician or their designees prior to the making of housing assignment, program assignment, imposition of disciplinary measures or the transfer of any inmate who is diagnosed as having a psychiatric illness.

14.9.13. Access to treatment. Upon admission each inmate shall be informed of his or her right of access to medical treatment; in addition to verbal instruction, each inmate shall receive an information sheet which includes information about the jail facility's sick call schedule, the procedures for registration for sick call and the grievance procedures concerning medical care. The medical information sheet shall be approved by the responsible physician.

14.9.14. Daily health complaints. The health complaints of inmates shall be solicited daily and acted upon by trained personnel such as a licensed nurse or registered nurse and followed by appropriate triage and treatment by qualified personnel. Triage is the sorting and allocation of treatment of patients according to priorities of need.

14.9.15. Sick Call. Sick call is the system through which each inmate reports for and receives appropriate medical services for non-emergency illness or injury; if an inmate's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services in the inmate's place of detention. Inmates will have daily access to sick call forms which shall be reviewed that day by the health authority or other person designated by the responsible physician. All complaint forms will become part of the inmate's health record. Sick call shall be performed by a licensed physician, physician's assistant, registered nurse, or other person designated by the responsible physician. Sick call is a designated time to review non-emergency medical problems and shall be held at the following intervals:

- a. In jail facilities of less than fifty inmates, one time per week;
- b. In jail facilities of fifty to one hundred inmates, two times per week;
- c. In jail facilities of one hundred to two hundred inmates, three days per week; and,
- d. In jail facilities of more than two hundred inmates, five times per week.

14.9.16. Use of restraints or isolation for out of control inmates. The responsible physician shall approve a plan which guides the use of restraints or isolation and providing for mental health personnel to evaluate inmates who are repeatedly out of control or who remain out of control for more than a short amount of time. Use of physical restraints in the control of inmates inside the jail facility may only be used for the protection of the individual or others. The use of restraints shall be recorded in the inmate's record. Any time an inmate remains out of control for more than a short amount of time, mental health personnel shall be consulted.

14.9.17. Health Promotion/Wellness Promotion. The responsible physician shall consider plans which provide inmates with health education and preventive medical services.

14.9.18. Prevention of the spread of disease. Jail facilities shall establish an area for use by inmates who have medical problems which require separation or close observation. Inmates in such areas shall be allowed to participate in an appropriate form of exercise, including exercise of large muscle groups, for a minimum of one hour per day.

14.9.19. Dental Care. Dental care shall be provided to each inmate under the direction and supervision of a licensed dentist under the following conditions:

a. Each inmate shall receive a dental examination as a component of his or her health evaluation within fourteen days of admission; and,

b. Emergency dental treatment for conditions which adversely affect the inmate's health shall be provided within three (3) months of admission.

14.9.20. Special medical programs. Arrangements shall be made for the provision of special medical programs, including chronic care, convalescent care and preventive medical maintenance for inmates. The special medical program shall service a broad range of health problems, e.g., seizure disorders, diabetes, potential suicide, chemical dependency, and psychosis. These special medical programs require close medical supervision. Chronic care is medical service rendered to a patient over a long period of time for conditions such as diabetes, asthma, and epilepsy. Convalescent care is medical care provided to assist a patient in the recovery from illness, injury or surgery. Preventive medical maintenance includes health education and medical services such as inoculation and immunization and is provided to take measures in advance of the onset of illness or to provide instruction in the self-care of chronic conditions. Provided that, for purposes of this rule only, use of or withdrawal from the use of nicotine shall not be considered a chemical dependency or otherwise qualify the inmate for medical or psychological treatment or counseling.

14.9.21. Prostheses. The responsible physician or dentist shall determine the medical necessity for prosthetic devices. Prosthetic devices shall be provided when medically necessary to avoid adverse affect upon the inmate's health.

14.9.22. Management of pharmaceutical. Procedures for prescribing, dispensing and administering drugs shall be in compliance with federal and state laws and regulations. The responsible physician shall approve written procedures for the distribution, administration, accounting and disposal of medications. The responsible physician shall approve a written medication log which shall be maintained for each inmate receiving medication. The inmate's medication log shall include the date, time, name of drug and dosage administered. Any inmate who refuses medication shall sign a statement to that effect, which shall be signed by a staff member and filed in the inmate's medical record. Medications shall be administered only by a physician or nurse, or, after written approval from the responsible physician, by the health authority or health trained staff member; exception to this requirement may be made for self administration of insulin injections by inmates who have received appropriate instruction and are under the supervision of the health authority or a health trained staff member. The physician shall inform jail facility personnel of possible side effects of medication prescribed for inmates. When medications are taken orally, the person administering the medication shall take appropriate action to verify that the medication has been swallowed, thereby ensuring proper ingestion of the prescribed medication. The jail facility shall provide a locked storage area for medications and a list of stored medications shall be maintained. Refrigeration shall be provided if needed for proper storage of medications.

14.9.23. Administration of medications. Persons administering medications shall do so under the supervision of the responsible physician and shall have received training appropriate to their assignment. They are accountable for administering medications according to orders as to both frequency and dosage, and for recording the administration of medications in a manner and on a form approved by the responsible physician. Training from the responsible physician shall include the medical aspects of administration or distribution of medication. Training from the jail facility administrator shall include security matters inherent to the administration and distribution of medications in a jail facility.

14.9.24. Health records. A separate file shall be established for each inmate at the time of his or her receiving screening for the collection of medical information. The health record shall be sufficiently detailed to enable a practitioner to give continuing care and permit the retrospective determination of the inmate's condition and treatment at the time of examination and treatment and to provide information which will enable consulting medical professionals to render advice on the inmate's care and treatment. Entries in this record shall be made in ink, be legible, be signed by the maker, and dated. Records shall be maintained for at least seven (7) years following the inmate's most recent incarceration. The file shall contain the following:

- a. The completed receiving screening form;
- b. The completed health appraisal, if the inmate was incarcerated for more than thirty (30) days;
- c. All findings, diagnoses, orders and treatments;
- d. A medication log sheet;
- e. The results of laboratory, x-ray or other diagnostic procedures;
- f. Any completed medical complaint forms;
- g. The date, place and time of health encounters;
- h. Dental, psychiatric or other consultation reports;
- i. Consent and refusal forms; and,
- j. Release of information forms.

14.9.25. Transfer of records. When an inmate receives off-site examination or treatment or is transferred to another facility or hospital the inmate's health record or a copy of the summary shall accompany him or her. Documentation of any off-site examination or treatment shall be made in the health record by the physician or other health professional involved. Health records shall be returned to the jail facility with the inmate or, in the event of the transfer or hospital admission of the inmate, as soon as possible thereafter. Written authorization by the inmate is required for the transfer of health record information, except in an emergency situation where the inmate is unable to authorize the transfer.

14.9.26. Confidentiality. The inmate's medical information, health record, and confidences entrusted to a physician or other medical care professional in the course of screening, examination or treatment are confidential and shall not be disclosed to anyone except in the following instances:

- a. With the informed consent of the inmate;
- b. When required by law, e.g., the reporting of communicable diseases;
- c. When the security of the institution or the safety of the individual requires disclosure, and then only to the extent necessary for the protection of the inmate and the security of the jail facility; and,
- d. When the chief administrative officer requests review of medical information, subject to all other requirements of this subsection.

14.9.27. Facilities and equipment. When health services are provided within a jail facility the jail facility shall provide a private examination/treatment area and such equipment necessary and appropriate for the delivery of medical care as provided in this section. Medical equipment shall be periodically inspected and kept in good repair.

14.9.28. First aid kits. Each jail facility shall have one or more first aid kits which contain, at a minimum, bandages, gauze, slings, adhesive tape and band-aids. The responsible physician shall designate the number, location and contents of first aid kits and shall provide for the periodic inspection and replenishment of the kits.

14.9.29. Informed consent. The informed consent of inmates is necessary for all medical examinations, treatment and procedures except those required by law, e.g., the treatment of infectious diseases when public health law requires such treatment, or in the event of an emergency. Informed consent is the voluntary consent of an inmate to an examination, treatment or procedure after receiving information concerning the material facts regarding the nature, consequences, risks and alternative procedures. In the event a minor is admitted, the consent to medical care must be obtained from a parent, guardian or legal custodian.

14.9.30. Medical research. The use of inmates for medical, pharmaceutical, or cosmetic research or experiments is prohibited.

14.9.31. Serious illness or injury. A process to notify an inmate's next of kin in the event of serious illness or injury shall be developed. The jail facility's admission form shall provide for identification of the inmate's choice of a person to be notified in the event of serious illness, serious injury or death. When possible, permission for notification shall be obtained from the inmate.

**TYPICAL INVENTORY OF MEDICAL EQUIPMENT PROVIDED**

DESK

2 FILING CABINETS/ 5 DRAWER LATERAL

STORAGE CABINET W/LOCK

2 SPHYGMOMANOMETER/WALL UNITS

EXAM TABLE W/STIRRUP

STOOL W/CASTORS

2 REFRIGERATORS

MEDICAL TABLE STOOL W/CASTERS

FILING CABINET/ 2 DRAWER LATERAL

SCHEDULE BOARD/ ALUMINUM

OPERATORS STOOL

FIRE EXTINGUISHER

MICROSCOPE

BED SIDE TABLE

MOBILE STRETCHER

WHEELCHAIR

BED SIDE TABLE

DENTAL AIR TECH X-RAY DEVELOPER

DENTAL X-RAY UNIT GENDEX

DENTAL CHAIR-UNIT/ROYAL

LATERAL FILING CABINET/5 DRAWER

OVERBED TABLE

STORAGE CABINET(S) W/LOCK

STORAGE SHELVES

BACKBOARD STRETCHER

SCOOP STRETCHER(S)

2 I.V. POLE, 2 HOOK 4 LEGS

SCHUCO-VAC ASPIRATOR

PORTABLE OXYGEN CART

**POLICY AND PROCEDURE STATEMENT**

Document Number: 3005

Effective Date: January 1, 2008

Attachment 3

**CHAPTER:** Personnel

**SUBJECT:** Pre Employment and Fitness for Duty Evaluations

**REFERENCE:** WV Regional Jail and Correctional Facility Authority Policy and Procedures 3022 and 3030.

**CANCELLATION:** WV Regional Jail and Correctional Facility Authority Policy and Procedure Statement 3005 dated May 15, 1997.

**POLICY:** The Authority shall employ and retain only those persons who meet prescribed fitness for duty standards for the position of correctional officers in the regional jails.

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

All applicants and employees of regional jails must be able to respond to emergency situations such as fires, physical altercations, or escapes in a manner according to policies to protect the safety of inmates, staff and general public, and the security of the facility.

Individuals who fail to meet fitness for duty standards for the position in which they are being considered or are currently assigned, will not be hired or allowed to continue employment in a regional jail.

**PROCEDURE:**

1. Following a conditional offer of employment, a Fitness for Duty evaluation and a drug screening shall be part of the examination process.
2. The cost of such evaluation and drug screening shall be paid by the Authority.
3. Applicants who do not meet prescribed standards shall no longer be considered for employment, unless a reasonable accommodation is requested as provided in paragraph six (6) below.
4. Non-probationary officers shall receive a Fitness for Duty examination annually and / or when one of more of the following is applicable:

**POLICY AND PROCEDURE STATEMENT**

Document Number: 3005

Effective Date: January 1, 2008

- a. The Executive Director or designee has probable cause to believe the officer no longer meets the minimum Fitness for Duty requirements for the position of correctional officer; and,
  - b. Prior to being returned to a duty status after an authorized absence of 12 months.
5. Any non-probationary officer who fails to meet minimum standards for the Fitness for Duty examination shall be terminated from employment, unless the basis for failure is waived as provided in paragraph six (6) below, or is a condition which may be remedied within a period of thirty days.
6. The Executive Director may, at his / her discretion, upon consultation with qualified medical and/or physical fitness authorities and legal counsel, make a reasonable accommodation or waive medical and/or physical fitness disqualifications. Medical and/or physical fitness authorities must certify that the accommodation will not interfere with performance of duties.
7. The Fitness for Duty examination shall be conducted by a physician approved by the Authority and shall consist of the following:
- a. A comprehensive medical history questionnaire covering family health history and current health habits such as smoking, alcohol intake, physical activity and medication. Special emphasis shall be placed on primary factors associated with coronary heart disease, i.e., high blood pressure, smoking, high blood fat levels, obesity, physical inactivity and family history of coronary heart disease.
  - b. Applicants shall be free from any marked deformity and from all parasitic or systemic skin disease which would interfere with the performance of duties or present a health hazard.
  - c. Applicants shall be free from color recognition deficiencies, chronic inflammation of the eyelids, and/or permanent abnormalities of either eye. Applicants shall possess visual acuity of 20/80 without corrective lens (each eye shall be tested separately) corrected to a binocular vision of 20/20 and peripheral vision of seventy (70) degrees or more (each eye to be tested separately).



**POLICY AND PROCEDURE STATEMENT**

Document Number: 3005

Effective Date: January 1, 2008

- d. Applicants shall possess normal hearing in each ear. Applicants' hearing shall be electronically tested in a sound controlled environment for pure tones at the following frequencies: 500, 1000, 2000, and 3000, Hz (kilocycles). Each ear shall be tested separately. The following shall be grounds for rejection for employment: hearing loss for pure tones in excess of 15 decibels in one ear for any three of the pure tone frequencies tested.
- e. Applicants shall possess no obstructions to normal free breathing which would interfere with the performance of duties. The mouth shall be free from any deformity which might interfere with distinct speech patterns. Teeth shall be clean, in good repair and well cared for. There shall be no chronic upper respiratory infection which would interfere with the performance of duties.
- f. Applicants shall possess full and easy regular respiration. Applicants' chests shall be x-rayed. There shall be no x-ray findings which would indicate a condition that would interfere with performance of duties. The respiratory system shall be free of active disease.
- g. An electrocardiogram shall be administered to all applicants and all heart functions shall be clinically normal. The resting pulse rate shall be normal and regular. Blood pressure shall not exceed 135/90. Temperature shall be normal. A chemical analysis of blood shall be performed and include complete blood count, indices, differential, mar: hycl 17 or comparable test, and a serologic test for syphilis. Any indication of syphilis shall be grounds for rejection. Applicants shall be free from severe varicose veins and/or any marked tendency toward their formation.
- h. Applicants shall submit a specimen for routine urine analysis. Reproduction organs shall be free from any significant disease.
- i. Applicants shall be totally free from inguinal or incisional hernia.

**POLICY AND PROCEDURE STATEMENT**

Document Number: 3005

Effective Date: January 1, 2008

- j. Applicants shall be free from afflictions of the joints, stiffness, malformations, arthritis or other conditions which may prevent the proper performance of their assigned duties. All fingers, thumbs, and toes shall be functional in their entirety.



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Executive Director

# VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_