



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
08/17/2009				

BID OPENING DATE:

08/27/2009

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDEDNDUM #04  THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS, AND EXTEND THE BID OPENING DATE AS PER BELOW.  REVISED BID OPENING DATE: 8/27/2009; 1:30 PM  NOTE: NO ADDITIONAL QUESTIONS WILL BE ACCEPTED.						
0001	1	LS		948-74		
PROFESSIONAL MEDICAL SERVICES						
***** THIS IS THE END OF RFQ RJC672 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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 .

**SECOND ROUND QUESTIONS  
INMATE MEDICAL SERVICES****CMS**

Please list the names of the specialties that are held in onsite clinics.

**All onsite chronic care clinics are conducted according to NCCHC guidelines.**

Do the referenced 4,949 onsite clinics include visits to chronic care clinics?

**Yes.**

Will the successful vendor be financially responsible for the cost of pharmaceuticals provided to the approximately 200 Federal inmates within the system?

**Yes.**

If the successful vendor is not financially responsible for the cost of pharmaceuticals provided to the Federal inmates, then how are these bills handled?

**N/A**

Will the successful vendor be financially responsible for the cost of offsite services provided to the approximately 200 Federal inmates within the system?

**Asked and answered in first round questions. These services are billed directly to the U.S. Marshals Service.**

If the successful vendor is not financially responsible for the cost of offsite services provided to the Federal inmates, then how are these bills handled?

**See question #5 above.**

Please provide section number of HB2422 that refers to Medicaid rates.

**State Code 31-20-30.**

Regarding Medicaid rates: How often are the rates updated? Does this occur on a set schedule? If not, how is the current vendor notified that there are new rates?

**It is the responsibility of the vendor to ascertain this information from the DHHR.**

Regarding Medicaid rates: How does the vendor get access to the rates on an on going basis? Is the WV Medicaid website kept current?

**See question #8.**

Regarding Medicaid rates: Does the hospital reimbursement differ for each hospital?

**Yes**

Regarding Medicaid rates: Is the reimbursement based on a pre-payment with reconciliation at year end? If so, how does the WVRJA and the vendor administer that?

**No, there is no prepayment.**

Regarding Medicaid rates: Are the hospital rates based on DRG and if so, are the hospitals required to bill the appropriate DRG and the expected reimbursements?

**Inpatient hospitalizations are based on DRG rate which is pre-established by DHHR.**

Does the FY 09 Agency Budget allocation of \$13,778,250 include the annual cost of services provided (\$1,485,180) at Northern Correctional Center?

**Yes.**

Does the FY 09 Agency Budget allocation of \$13,778,250 include the annual cost of services provided (\$391,896) at Ohio County Correctional Center?

**Yes.**

During the bid conference, vendors were told that the WVRJA system houses approximately 300 Department of Corrections inmates. Is this number correct? If not, please provide the accurate number of DOC inmates in the WVRJA system.

**You were told that we, the RJA currently house approximately 1300 to 1400 Division of Corrections inmates on any given day. That number fluctuates daily and is expeted to increase in the coming years.**

Will the successful vendor be financially responsible for the cost of pharmaceuticals provided to Department of Corrections inmates within the WVRJA system?

**Yes.**

If the successful vendor is not financially responsible for the cost of pharmaceuticals provided to the DOC inmates, then how are these bills handled?

**N/A**

Will the successful vendor be financially responsible for the cost of offsite services provided to DOC inmates within the WVRJA system?

**Yes.**

If the successful vendor is not financially responsible for the cost of pharmaceuticals provided to the DOC inmates, then how are these bills handled?

**N/A**

Attachment 1 contains a roll-up of statistics for all facilities. Please provide these statistics on an individual institution basis.

**Cost should be based on the system as a whole; not individual facilities.**

### **CMS Additional**

RFP Attachment 6 Attachment 6 provides total hours for each facility and includes SCRJ. There is no note of vendor responsibility for SCRJ in the RFP. Please clarify.

**The vendor is responsible for both the medical and forensics unit at SCRJ. As outlined in the RFP; page 27; section 3.2.3 *Special Contract Requirements*; Subsection A.**

### **PHS**

RFP, Pg. 29, Section 3.2.4, Subsection B., states there were 277 inpatient hospital days in 2008. Attachment 1 of the Q&A states there are 277 "Inpatient Hosp" and 752 "Total Patient Days". Our understanding is there are 277 hospital admissions totaling 752 hospital days in 2008. Can you confirm that our understanding is correct?

**Yes.**

How many abnormal EKG's were recorded in 2008?

**Unavailable.**

Do the facilities currently use EKG's that the vendor will have access to? If so, how many?

**No, the vendor will supply EKG Machines.**

Please clarify the Agency's intent pertaining to the EMR systems currently in use at the Eastern Regional Jail and the Potomac Highlands Regional Jail. If a new vendor is selected will the Agency either uninstall these systems to allow the vendor to install its EMR at each location or "unhook" the EMR component from the medical contract?

**The current EMR is the property of the current vendor. Successful vendor will have to provide their own Records Management System.**

How many body cavity searches were conducted at each facility in 2008?

**Unknown. This is not a routine occurrence.**

### **WEXFORD**

*Attachment 6 (Current Medical Staffing)* to RFQ Amendment #3 shows staffing for the forensic unit separately from the rest of the South Central Regional Jail (SCRJ). However the Cost Proposal forms in Section 4.5 and the Staffing forms in Section 4.1.d of the RFQ do not have separate headings or sections for the SCRJ forensic unit.

- a. Does the RJCFA wish bidders to combine pricing for the forensic unit with pricing for the rest of the SCRJ?

**Yes.**

- b. If not (i.e., if the RJCFA wants stand-alone pricing for the forensic unit), will the State please provide an updated Cost Proposal form that contains separate sections/line items for the forensic unit?

**N/A**

- c. Does the RJCFA wish bidders to combine staffing for the forensic unit with staffing for the rest of the SCRJ?

**Yes**

- d. If not (i.e., if the RJCFA wants separately delineated staffing for the forensic unit), will the State please provide an updated Staffing form that contains a separate section for the forensic unit?

N/A

Please confirm that on *Attachment 6 (Current Medical Staffing)* to RFQ Amendment #3, the "CF" in the heading of the Northern Regional Jail column represents "Northern Correctional Center."

**Yes**

If the response to the preceding question is "yes," will the State please provide a breakout of Northern Regional Jail (NRJ) staffing versus staffing for the Northern Correctional Center (NCC), so that bidders can respond appropriately to the separate NRJ and NCC Cost proposal forms contained in the RFQ?

**There is no "breakout". The Medical staff assigned to NRJ and NCC (same building) is expected to render services to all inmates on both sides pursuant to the contract.**

Does the State's current monthly payment of \$123,764.94 to the incumbent Northern Regional Jail (NRJ) health care contractor include payment for the scope of services rendered at the Northern Correctional Center (NCC)?

**Yes.**

Does the State's current monthly payment of \$126,019.22 to the incumbent South Central Regional Jail (SCRJ) health care contractor include payment for the scope of services rendered at the SCRJ forensic unit?

**Yes.**

Can the State please clarify its response to the last question on Page 28 of RFQ Amendment #3? Are you saying that all services provided at the SCRJ forensic unit (e.g., staffing, care, etc.) will be reimbursed to the Contractor through a separate Grant Agreement, and therefore bidders should *not* include forensic unit costs in their submitted pricing?

**Not accurate, the Agency is reimbursed by the DHHR. (See question #5 above).**

CCS

What JMS system is currently being utilized in the Regional Jails?

**The Jail Management that is utilized by the RJA is called the TAG System and is the property of the RJA.**

Regarding WV Code 31-20-30; have the Dept. of Military Affairs and Public Safety & the Dept of Health and Human Resources entered into an interagency agreement for the electronic processing and payment of medical services?

**No. This is currently being worked on by the affected parties.**

Regarding WV Code 31-20-30; if there is not an interagency agreement, then what part(s) of paragraph (b) are not yet in effect (just the CAH part or the whole paragraph?)?

**It is the Agency's expectation, (and the current vendor is doing so), that the successful bidder implements all provisions of the code as it relates to payment of Medicaid payment schedules.**

Does the WVRJA still utilize the Training Academy in Glenville?

**Yes.**

Is the contractor responsible for the cost of Inpatient psychiatric hospitalizations?

**Asked and answered in the first round of questions.**

Is the contractor responsible for pre-booking injuries?

**If an inmate has injuries and is accepted by facility personnel, the Agency is responsible for providing care.**

Is there an inmate co-pay policy at the facilities?

**There was recent legislation for medical co-pays. The next step is for the Agency to submit an interpretive rule to the Secretary of State's Office. The project is ongoing.**

Is the correctional staff in booking responsible for any part of the initial inmate health screening?

**No.**



What are your policies regarding initiation of treatment of Hepatitis C and how often was such treatment initiated in 2008?

**The vendor is expected to provide for Policies related to the delivery of health. Vendor reports 2393 total hepatitis cases in 2008.**

How many liver biopsies were done on inmates in FY 2008?

**Unknown.**

Regarding staffing and costs for the SCRJ Forensic Unit; the answers to the first round of questions indicate that "the cost to provide services at the SCRJ Forensic Unit is reimbursed through a grant agreement". Is the staffing for this unit to be reflected in the staffing plan at the SCRJ?

**Yes.**

Where should all associated costs for the SCRJ Forensic Unit be reflected in order for the RJA to have information regarding the cost of services to be rendered there?

**The vendor invoices on a monthly basis for services rendered and the RJA reimburses the vendor. This is the only source of revenue for the SCRJ Forensic Unit.**

The previous Q&A document indicated the FY 2009 contracted cap overage was \$891,782.51. How many inmates were responsible for this overage during this time period?

**171**

Was the \$891,782.51 contracted cap overage for FY 2009 incurred through April, May or June of 2009?

**June 30<sup>th</sup>**

How many inmates exceeded the contracted cap amount in FY 2007?

**121**

How many inmates exceeded the contracted cap amount in FY 2008?

**124**