



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
 DJS010311

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2011				

BID OPENING DATE: 04/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/25/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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 RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

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COVERAGE REQUIRED IS \$1,000,000.00 VENDOR PREFERENCE CERTIFICATE THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

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CHARLESTON, WV
25301 **304-558-6029**

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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:-----TL/32-----</p> <p>RFQ. NO.:-----DJS010311-----</p> <p>BID OPENING DATE:-----04/19/2011-----</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 DJS010311 ***** TOTAL: _____</p>						

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West Virginia Division of Juvenile Services

RFQ for Medical Services

DJS010311

Part One

GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Project:

The purpose of this bid is to solicit a single provider to establish and manage a system which will provide for the delivery of comprehensive medical health care services to those juveniles in legal custody of the West Virginia Division of Juvenile Services within specific facilities in the State of West Virginia in accordance with NCCHC Standards for Health Services for correctional facilities and for detention facilities, American Correctional Association (ACA) Standards, for correctional facilities and for detention facilities, Division of Juvenile Services Policies and Procedures, and all state and federal laws and guidelines.

1.2 Term of Contract & Renewals:

This contract will be effective on 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 two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, 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.

The vendor may request the Annual Base Price Increase in years 2 and 3. The Annual price increase will be based on the December Medical Cost of Living Index (U.S. City Average) as published by the United States Department of Labor, Bureau of Labor Statistics, or 4% whichever is lower.

Any change in federal and 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.

PART 2

OPERATING ENVIRONMENT

2.1 Location:

The Division of Juvenile Services' central office is located at 1200 Quarrier Street, Charleston, WV 25301. However, delivery of services will be at the following locations, with expectations of expansion of an additional one to four facilities in the near future.

JUVENILE CORRECTIONAL FACILITIES

The West Virginia Industrial Home for Youth is located at 7 Industrial Blvd., Salem, (Harrison County) West Virginia 26426. This maximum secured correctional facility is a 204 bed facility which serves adjudicated male and female youthful offenders from all areas of the state.

The Dr. Harriet B. Jones Treatment Center is located at 7 Industrial Blvd., Salem, (Harrison County) West Virginia 26426. This is a planned 38 bed secure treatment facility which serves adjudicated male sex offenders from all areas of the state.

The Rubenstein Center is located at 141 Forestry Camp Road in Davis, (Tucker County) West Virginia 26260. This minimum secured facility is an 84 bed facility which serves male youthful offenders from all areas of the state.

JUVENILE DETENTION FACILITIES

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

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

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

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

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

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

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

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

2.2 Background:

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

PART 3

PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

1. Delivery of all services must be in compliance with the West Virginia Division of Juvenile Services' policies and procedures, NCCHC Standards, ACA Guidelines and all applicable local, state and federal laws and guidelines.
2. Within six (6) months of award, the contractor shall be prepared to apply for NCCHC accreditation and maintain this status for the length of the contract. Any facility with current accreditation will maintain said accreditation for the length of the contract.
 - a. The Division of Juvenile Services will pay for the initial NCCHC application fee, the initial inspection and yearly renewal costs.
 - b. Any additional inspection fees due to failure on the part of the contractor to achieve accreditation shall be at the expense of the contractor.
 - c. It shall be the responsibility of the contractor to fill out the initial application and notify the facility director/superintendent when this has been done. The contractor shall also see that the initial application and any and all correspondence between the vendor and NCCHC including surveys and questionnaires are copied to the facility director/superintendent and also to the contract monitor at the Division of Juvenile Services' central office.
 - d. In any DJS facility where accreditation has not been obtained within twelve (12) months of award of the contract, the contractor may be penalized 2% of that facility's monthly billing amount until accreditation is obtained.

3. Comprehensive health care shall include, but not be limited to, the provision of on- site and off-site general medical, dental and/or and diagnostic ancillary services.
4. Vendor will cooperate with the Division of Juvenile Services to provide records including timekeeping for billing and auditing purposes.
5. Vendor will provide at the request of Division of Juvenile Services any licensing or qualification of medical staff providing services.
6. The vendor shall not have had a medical contract terminated within the last four years due to noncompliance or failure to fulfill the terms of the contract.

3.2 Personnel Selection and Retention Requirements:

1. In order to be eligible for employment within a facility under the control of the WV DJS, all contract and subcontracted employees must:
 - a. Pass a background investigation conducted by the WV DJS or its designee. Such investigation shall be the equivalent of the investigations conducted for all WV DJS applicants.
 - b. Pass an initial drug test administered by the vendor and witnessed by a DJS liaison.
 - c. Possess unrestricted licenses. For the purpose of this contract any medical professional is not an eligible candidate for employment if they are practicing on a Consent Agreement, a suspended license or have a reprimand recorded against their license. Any healthcare professionals who have been convicted of a felony in accordance with any state or federal law are unacceptable.
2. WV DJS reserves the right to require additional FTEs based on medical need.
3. The contractor shall provide adequate qualified medical care professionals for the provision of the aforementioned health care services in compliance with NCCHC/ACA and within the minimum on site-designated FTE staffing requirements.
4. The contractor must maintain the prescribed staffing plan for the delivery of services delineated with the RFQ. The contractor shall cover periods of absences necessitated by vacations, holidays, and sick leave.
5. The Division reserves the right to reassign FTEs based on need and site mission. The Division shall reserve the right to deny access to any facility of any contracted staff member with good cause.
6. The contractor shall be responsible for ensuring that all qualified health care professionals participate in annual continuing education. At a minimum the continuing education will be at a level sufficient to meet their respective licensing requirements. The Division will not be responsible / liable for scheduling or paying for the required training.

7. The contractor shall be responsible for assuring that all the required registrations, licenses and credentials associated with the operation are active and in good standing. This includes, but is not limited to, medical, dental, physician assistant (PA), nurse practitioner (NP), nursing, optometry, radiology, and other licenses, DEA registration, as well as registration with appropriate State Boards. The contractor shall provide the Facility Superintendent/Director of the respective facility with current resumes and licenses, required by statute, on all applicable qualified health care professional employees as well as those subcontracted professional employees. Licensed individuals, who have license restrictions or mandatory disciplinary stipulations upon their scope of practice are unacceptable candidates for employment within the correctional setting.
8. When necessary for the treatment of any resident, the contractor shall be responsible for arrangements with medical specialists.
9. The contractor agrees to require all newly hired employees to attend specific trainings (up to 20 hours) in areas specified by the WV DJS Training Department within 60 days of their start date.
10. The contractor shall require all employees to be in attendance at annual in-service training (up to 20 hours) in areas specified by the WV DJS.
11. All contract staff must sign in to the facility upon arriving and sign out of the facility when leaving at the provided DJS sign in/out station.
12. All contract staff including physicians, PAs, nurse practitioners, RNs, LPNs and support staff, providing contracted services must clock in and out using the prescribed DJS timekeeping system. This record will be used for billing purposes.
13. With respect to those employees and subcontractors employed by the contractor, the WV DJS, at its sole discretion, reserves the right to request random drug testing and to demand the immediate removal from a DJS facility of any individual who fails said drug screening or who has violated the rules and/or regulations of the WV DJS, or who poses a risk or unacceptable threat to the security of the institution. WV DJS shall provide written documentation to substantiate its demand for immediate removal of the contractor's employees or subcontractors. The employee will not be permitted back into the facility until there has been a resolution between the WV DJS and the contractor regarding the rationale for the WV DJS' request.

3.3 Administrative Services:

1. The contractor shall have in place, sixty (60) days after award, the administrative components and operational policies and procedures necessary for continuing compliance with contract specifications and maintenance of accreditation status. The WV DJS reserves the right to review policies and procedures of the contractor in any areas affecting the performance of its responsibilities under law.
2. The contractor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the facility's Superintendent/Director or designee. This includes, but is not limited to, medical, security-related and personnel issues that might adversely impact the delivery of health care services or the security needs of the institution. This reporting may be initiated either

verbally or in writing. However, any verbal communication must be followed up with written documentation within twenty-four (24) hours of the problem/incident.

3. All individuals involved in the direct care of residents shall be qualified health care professionals. Residents will not be used to provide health care services to any person. Residents will not be utilized to clean bio-hazardous materials.

3.4 Scope of Work:

RECEIVING/INTAKE/ADMISSION:

1. All residents shall receive a receiving/intake health screening as delineated within the most current NCCHC/ACA Standards and DJS Policies, by a LPN, RN or other qualified health care professional as soon as possible but no later than twelve (12) hours of admission. This screening shall include at a minimum, current and past medical history with inquiry into current and past illnesses, health problems and conditions.
2. Health assessments shall be performed by a qualified health care professional for each newly admitted resident within seven (7) days of admission. If this assessment is completed by a nurse, physician's signature is required. If the assessment is performed by a mid-level practitioner, such as a PA or NP, the physician may review the findings as indicated.
3. Health assessments shall include vision and hearing tests and review of earlier receiving/intake screening and collection of data to complete the medical, dental, psychiatric, gynecological and immunization histories, as outlined by NCCHC/ACA.
4. Dental screening and oral hygiene instructions shall be performed by the contractor upon a resident's admission to the WV Division of Juvenile Services. A complete dental examination is to be performed by a licensed dental professional if there is an indication upon screening that the physical health of the resident would be adversely affected. All residents will be scheduled for a dental examination by a licensed dental professional designated by DJS after thirty (30) days of continuous DJS custody.

CONTRACTED PHYSICIAN'S DUTIES AND RESPONSIBILITIES:

1. There shall be a contracted physician on call twenty-four hours a day provided by the vendor for consulting services. Contact information for the on-call physician's list shall be provided to each facility.
2. Comprehensive health care shall include, but not be limited to, the provision of on-site general medical, dental and/or diagnostic and ancillary services.
3. The contractor will work with the Division of Juvenile Services in the establishment and structure of physician's visits so as to coordinate the provision of these services within security parameters.
4. Physician sick call shall be conducted within the parameters of NCCHC/ACA Standards. Providing the needs of the facility are met, sick call will be held:

- a. A minimum of 1 day per week for facilities with fewer than 100 residents.
- b. A minimum of 2 days per week for facilities with over 100 residents.
- c. Mid-level practitioners, such as NPs and PAs may be utilized for a portion of the physician's sick call hours, not to exceed 50% of the total hours to be billed at the appropriate rate based on the level of service provided.

CONTRACTED NURSE'S DUTIES AND RESPONSIBILITIES:

1. The contractor will work with the Division of Juvenile Services in the establishment and structure of sick call and medication administration so as to coordinate the provision of these services within security parameters.
2. Sick call shall be conducted by a licensed nurse daily at a time that shall not deter residents from seeking care. Residents requiring evaluations beyond the capabilities of the triage nurse shall be referred to the physician or mid-level practitioner, such as PA or NP. Non-emergency health care requests shall be triaged within twenty-four (24) hours. If a resident reports to sick call more than twice with the same complaint, then the resident shall be referred to the physician or mid-level practitioner on the next available visit for further evaluation. The mid-level practitioner will perform evaluations and treatments within his/her scope of practice, referring appropriate patients to the physician as needed.
3. The contractor must provide health education services and training in self-care skills to residents. Topics for health education may include, but not be limited to, such areas as personal hygiene, nutrition, physical fitness and methods for self-examination, chemical dependency, sexually transmitted diseases, stress management and chronic disease education. Methods for health education may include individual instructions, classes, group discussion, videotapes, pamphlets and brochures.
4. The contractor will provide training for all staff (including WV DJS) in communicable diseases and disposal of biomedical hazardous waste. This applies to new hire orientation and annual training.
5. In the interest of public health of the community, the contractor shall participate in any state or federal programs (pilot) that will assist the Division of Juvenile Services and further promoting public safety. Technical assistance and training shall be made available for nurses conducting HIV, STD and Hepatitis counseling, testing and referral services.

DENTAL SERVICES:

1. Dental care services are to be provided in accordance with NCCHC/ACA Standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the state of West Virginia. The contractor shall adhere to no less than the minimum number of contracted FTE's for on-site dental services.
2. It is the contractor's responsibility to ensure that the dentist and dental staff are available for treatment of dental emergencies. The contractor will provide the Division of Juvenile Services

with a policy and procedure for Emergency Dental Services. Dental emergencies shall receive action within twelve (12) hours of complaint.

3. Dental treatment, including extractions, shall be provided only when the health of the juvenile would otherwise be adversely affected.

OPTOMETRY SERVICES:

1. Optometry services are to be provided in accordance with all applicable NCCHC/ACA standards and guidelines. Optometry examinations and treatment shall be provided to adequately meet the needs of all residents. Treatment and care which is beyond the scope of expertise of the contractor shall be referred to an off-site specialist.
2. The contractor is financially responsible for any and all supplies prescribed by a specialist, including eyewear. The contractor shall be responsible for repair and/or replacement of eyewear, including those devices currently utilized by residents. There shall be no sunglasses or tinted lenses unless medically necessary. That is, the resident's ophthalmologic integrity would suffer or be compromised without the use of these lenses. Necessary replacement of contact lenses will be with eyeglasses unless contact lenses are the only treatment option to correct the resident's vision.

AUDITORY SERVICES:

A hearing examination will be performed by a licensed audiologist when indicated by the results of a health appraisal or assessment. The contractor is financially responsible for any and all supplies prescribed by a specialist, including hearing amplification devices. The contractor shall be responsible for repair and/or replacement of prosthetics, including those prosthetic devices currently utilized by residents.

OFF-SITE PROVIDERS:

1. The contractor will be responsible for consulting with the facility Director/Superintendent prior to any resident going for any non-emergency off-site referral and will require the specific approval of the Facility Director/Superintendent.
2. The Facility Director/Superintendent will be notified as soon as possible of any resident going off-site for emergency care.
3. The contractor shall make referral arrangements for off-site specialty treatment and care for those residents whose health condition warrants the same or for those problems which may extend beyond the capabilities of the primary health care provider. The contractor shall be responsible for scheduling of off-site specialty appointments within the community and coordination with facility security staff. There may be rare occasions, due to the non-availability of transportation vehicles, that non-urgent appointments must be rescheduled. The WV DJS shall make every effort to accommodate all necessary off-site referrals.
4. All off-site office visits **shall not** be at the expense of the contractor except those specifically outlined in this contract.

PHARMACEUTICAL SERVICES:

1. Pharmaceutical services shall be provided in accordance with NCCHC/ACA Standards. These services shall be sufficient to meet the needs of the facilities. The contractor shall abide by all applicable Federal and State regulations relevant to prescribing, procurement, dispensing, administration, distribution, accounting, and disposal of pharmaceuticals. The contractor shall be responsible for all mandatory record keeping and accountability applicable to all legal requirements.
2. The contractor will not be financially responsible for the cost of prescription pharmaceuticals.
3. The contractor shall be financially responsible for all routine necessary non-prescription pharmaceuticals/over-the-counter healthcare products for the facilities.
4. The contractor shall utilize the standard Medicaid formulary for the majority of prescribed medications. If non-formulary pharmaceuticals are required/necessary, a request shall be submitted by the contractor to Medicaid for the pharmaceutical to be added to the formulary. If a medication is rejected by Medicaid to be added to the formulary, the contractor will contact the prescribing physician to determine if a Medicaid-approved alternative medication can be substituted. If not, a justification notice will be submitted to the Facility Director/Superintendent and a copy of same inserted in the resident medical file.
5. Prescribed pharmaceuticals will be available for administration by the next day following order submission.
6. Pharmaceuticals, ordered as "stat" or "emergency", will be procured in a timely and expedient manner from a qualified pharmacy.
7. Administration of pharmaceuticals/medications shall be contingent upon the order of a physician, dentist or other authorized licensed individual with designated prescriptive authority, such as PA or NP. There shall be in place a method by which to notify the prescribing authority of the impending expiration date of the medication order. This will allow review of the therapeutic response to the medication and permit continuation or modification of the medication order.
8. The contractor will provide the necessary equipment for the transmission and procurement of pharmaceutical orders. The "Unit Dose" system is the preferred means of packaging. When feasible, once a day or twice a day dosing is preferred.
9. A sealed stocked emergency drug kit shall be available at the expense of the contractor. An adequate supply of antidotes and other emergency drugs are to be available to meet the needs of the facilities. All emergency drug kits will be inventoried monthly and whenever the seal has been broken.
10. Stocked first aid kits shall be available at the expense of the contractor. The contractor will have adequate supplies available for restocking of all first aid kits at the facilities. Any future residential sites will be provided with stocked first aid kits and maintained thereafter. All first aid kits will be inspected monthly and inventoried annually.

11. The contractor shall employ a consulting pharmacist who shall be utilized for quality assurance, pharmacy inspections, visits and consultations on a regular basis, not less than quarterly. A copy of the inspection shall be available for review by the facility Director/Superintendent, if requested. All discrepancies will be presented to the Facility Director/Superintendent immediately.
- a. Any "Unit Dose" medication that is out-dated at the time of inspection or has been discontinued will be destroyed in accordance with current federal or state guidelines.
 - b. Documentation of destroyed medications shall be submitted to the facility Director/Superintendent within twenty-four (24) hours after destruction, and shall include the signatures of handler and witnesses for all DEA controlled substances, needles, syringes, and other items which have an abuse risk or present a security risk.
12. All drugs are to be stored under proper conditions of temperature, light, moisture, ventilation, segregation and security. External medications shall be stored separately from internal medications. Injectable medications shall be stored separately. Medications that are out-dated, recalled or discontinued shall be clearly marked and separated from active use medications.
13. Due to the abuse potential, prescribed DEA controlled substances shall have automatic stop order with periodic review for such orders. Unless prior stop date has been specified, or state or federal law mandates otherwise, the following automatic stop dates shall apply to DEA controlled substances:
- a. DEA controlled substances which are Schedule II & III (with the exception of maintenance medications) shall have an automatic stop date of seventy-two (72) hours.
 - b. DEA controlled substances which are Schedule IV & V shall have an automatic stop date of ten (10) days.

MEDICAL UNITS:

1. Medical unit care shall be provided at the West Virginia Industrial Home for Youth and the Rubenstein Center. The Medical Units shall conform to NCCHC/ACA Standards of Care. The contractor will utilize the Medical Units to their fullest extent within health care standards. The Medical Units shall be staffed twenty-four (24) hours per day, seven (7) days a week.
2. *Medical Unit care shall adhere to the following guidelines:*
 - a. A physician must be on call twenty-four (24) hours per day / seven (7) days per week.
 - b. A manual of nursing care procedures, medical treatment protocol and standing orders for medication shall be maintained in the medical unit.
 - c. All resident-patients must be within sight or hearing of a qualified health care professional.

- d. A complete inpatient record must be maintained for each resident admitted into the Medical Unit.
- e. Admission to and discharge from the Medical Unit must be by the order of a physician or other qualified health professional.
- f. Nursing rounds must be made and documented on every resident-patient every four hours, at a minimum.
- g. All Medical Unit encounters must be documented in the resident's Medical Unit care record.
- h. Those residents beyond the care capabilities of the Medical Unit shall be hospitalized at an appropriate licensed community facility.

RADIOLOGY SERVICES:

- 1. All non-emergency radiology services shall be the responsibility of the contractor.
- 2. Radiological services will be available within 24 hours of the physician's order. All radiographs are to be interpreted by a licensed radiologist. Radiographs are to be interpreted and written results received by the second business day. It is the responsibility of the contractor or physician to notify the Facility Director/Superintendent of any radiology interpretation requiring immediate intervention. A physician or mid-level practitioner shall review all written radiograph reports no later than the workday following the receipt of the written report.
- 3. All emergency radiographs will be performed and interpreted at the community facility. For procedures, such as fluoroscopy or special studies, the resident will be transported to an off-site referral facility capable of performing the diagnostic procedure. These emergency and diagnostic procedures **will be at the expense of the Division.**

LABORATORY/DIAGNOSTIC SERVICES:

- 1. Routine laboratory/diagnostic services shall be provided by and be at the expense of the contractor. Services shall include:
 - a. Laboratory/diagnostic supplies
 - b. Capability for lab pick-up and delivery daily (Monday through Saturday)
 - c. A printer to provide test results, with reporting capability within twenty-four (24) hours
 - d. Personnel capable of performing the appropriate collection procedures.
- 2. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. Laboratory/diagnostic services may be subcontracted by the contractor and shall comply with all federal and state standards.

3. Services shall include the capability to provide some on-site diagnostic services with immediate results to include at a minimum: finger-stick blood glucose testing and peak flow testing. Where separate diagnostic services are provided on-site, a procedure manual is to be developed and kept current for each service. Those manuals shall include procedures for the calibration of testing devices to ensure accuracy.
4. All routine laboratory results shall be reviewed by the physician or mid-level practitioner within two business days to ensure proper treatment and follow-up care. Any grossly abnormal results or "panic" laboratory values shall be communicated to the physician or mid-level practitioner immediately upon receipt. A record of the date and time of this communication as well as resulting intervention orders is to be documented in the resident health care record. It shall be the responsibility of the qualified health care professional receiving the lab results to ensure that appropriate intervention is initiated.

EKG SERVICES:

The contractor shall provide EKG services and supplies at all facilities. EKG services shall include at a minimum:

- a. Training and orientation of all qualified health care professional staff.
- b. Printed EKG rhythm strip and computerized interpretation report within ten (10) minutes
- c. Referral to a cardiologist, as determined by the physician for abnormal responses from an EKG.

HOSPITALIZATION:

The contractor will include in their Operating Procedures a policy to ensure that all residents are referred to the closest licensed facility appropriate for their condition. All facilities used by the contractor must meet the legal requirements for a licensed general hospital within the State of West Virginia

MEDICAL TREATMENT PLANS:

Residents with special needs shall receive close medical supervision and/or multidisciplinary care. Residents with special needs include those residents who are chronically ill, with serious communicable disease, the physically disabled, the developmentally disabled, those with serious mental health needs, frail residents, pregnant, suicidal and the terminally ill. Residents with special needs shall have a written individual medical treatment plan developed by the health care practitioner and is signed by the physician. This plan shall address:

- a. Diet
- b. Exercise
- c. Medication
- d. Diagnostic monitoring
- e. Frequency of medical evaluation
- f. Adaptation to the correctional setting
- g. Areas of modification.

EMERGENCY HEALTH SERVICES:

Division of Juvenile Services employees, contractual employees, official institutional guests and any person on the premises shall be provided emergency medical treatment to the extent of stabilization and arrangement for transportation to the nearest community health facility.

RESIDENT DEATH:

All resident deaths are treated as per West Virginia state statute regarding unattended deaths. The contractor shall be responsible for adherence to state statute, as well as the performance and conduction of mortality review.

AREAS AND INFORMATIONAL SECURITY:

1. It is the responsibility of the contractor to ensure that all work areas, equipment, and supplies shall be kept secure and information that pertains to security matters and resident health care shall be properly controlled.
2. No resident or resident visitor shall be left unattended or unobserved within any treatment or procedural area at any time. The contractor shall control entry and access into its assigned work areas. Areas that provide for the storage of medication, instruments or sharps must be kept locked at all times. Non-contractor personnel shall not be left unattended in these areas.
3. Residents shall not be notified in advance of the date or time of any off-site specialty appointments. Privileged information, that is information regarding security in regard to resident patient care, will be provided only on a need-to-know basis.

RESIDENT COMPLAINTS REGARDING HEALTH CARE:

The contractor shall abide by the Division of Juvenile Services Policy 334.00 – Juvenile Rights and Grievances. (See Attachment B)

DISASTER PLAN:

1. The contractor will have in place within sixty (60) days of contract award, a medical disaster plan to provide for the delivery of medical services in the event of a disaster, either naturally occurring or man-made. The medical disaster plan shall be in compliance with ACA/NCCHC Standards of Care entitled Emergency Plan. All health care staff shall be trained in their roles within the context of this plan.
2. The medical contractor will participate in all facility mock disaster drills.
3. The contractor shall review the plan annually and update as needed. A copy of this plan shall be provided to the Facility Superintendent/Director as well as a contract list for recall of key health care staff and qualified health care professionals.

MEDICAL RECORDS:

1. Medical records shall be managed according to DJS policies, NCCHC Guidelines, ACA Standards and all applicable federal and state laws.

2. The Division of Juvenile Services shall possess sole ownership of all resident medical records.
3. The contractor will be responsible for maintaining the medical records for the length of a resident's stay, in accordance with HIPPA rules and regulations.
4. The contractor will utilize the medical record format and standard Division medical record forms as specified by the Division. All encounter documentation is to be completed utilizing the "SOAP" (Subjective Data, Objective Data, Assessment, Plan) format of documentation. Medical record forms will include, but are not limited to:
 - a. Completed receiving screen form.
 - b. Health appraisal data form.
 - c. Laboratory, radiology and diagnostic studies.
 - d. Prescribed medications and disposition.
 - e. Consent and refusal forms.
 - f. Medical Unit records.
 - g. Health service reports (e.g. dental, psychiatric, psychological evaluations, off-site consultation/specialty)
 - h. Problem list
 - i. Discharge summaries of any hospitalization.
 - j. Special treatment plan, if applicable.
 - k. All suicide forms
 - l. Flow sheets
 - m. Immunization records

5. Confidentiality of Health Records:

Active health care records shall be maintained under secure conditions and separately from confinement records. Access to active resident medical records is controlled by the contractor. The contractor shall not deny the WV Division of Juvenile Services Facility Superintendent/Director or his designee access to such records for examination and/or photocopying.

6. Resident Transfer:

In the event that a resident is transferred to another facility with the WV Division of Juvenile Services, the entire health care record shall be transferred with the resident in the care and custody of the senior transporting officer. It should be noted that the WV Division of Juvenile Services reserves the right to transfer any resident within the WV Division of Juvenile Services system for health care reasons, for disciplinary reasons, for classification reasons or for administrative reasons.

7. Release of Health Care Information:

Detailed health care information shall be released to an outside agency according to DJS Policy 165.00 (Juvenile Records) and HIPPA regulations. (See Attachment C).

8. Record Retention:

As soon as the juvenile is released from DJS custody, medical records shall be given to the DJS facility personnel responsible for record retention.

9. Transfer of Health Care Information:

In the event that a resident is transferred to a correctional facility outside of the jurisdiction of the WV Division of Juvenile Services, a resident health care summary sheet shall accompany the resident. A healthcare summary sheet shall include, at a minimum, the following: medical history, date of last physical exam, immunization record, current health status, therapy, medications, any current isolation precautions and future requirements.

DISPOSAL OF BIOMEDICAL HAZARDOUS WASTE:

1. The contractor shall be responsible for all bio-hazardous waste material, as well as to provide for and bear the cost for an approved appropriate method of disposal of contaminated waste including needles, syringes, and other materials used in the provision of health care services. These disposal methods shall be in compliance with any applicable standards and/or regulations relevant to the disposal of bio-hazardous waste material. The contractor shall take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers.
2. The contractor is also responsible for the training of all staff (including WV DJS) in the proper handling and disposal of biomedical waste. In addition, the contractor shall comply with all applicable laws and record keeping involving the handling and disposal of biomedical waste material.
3. Air filters used in air recirculation and air conditioning units, which are removed or replaced by the maintenance department, in rooms considered to harbor airborne pathogens shall also be treated as biomedical hazardous waste and disposed of accordingly.

NUTRITIONAL GUIDELINES:

The contractor will provide the services of a registered or licensed dietician to meet with the DJS food service planning committee quarterly, to provide technical assistance and approve menus. Verification that the diet has been reviewed and meets the standards of NCCHC/ACA and the federal guidelines and mandates of Child Nutrition shall take place through documentation on the menu that includes the date, signature and title of the consulting dietitian.

MEDICAL SERVICES FOR DIVISION OF JUVENILE SERVICES STAFF:

A copy of the Division's policy #130.00, Initial Employment and Annual Physical Examinations is attached. (Attachment A) This policy describes the nature and extent of laboratory examinations and other diagnostic examinations to be included.

1. Pre-employment:

- a. The contractor shall conduct physical examinations of all potential new Correctional Officers.

- b. The contractor will conduct pre-employment drug tests and provide PPD testing for Tuberculosis including the cost of serum on all potential new hires.

2. To be provided:

- a. The contractor shall make available pre-employment and annual physical examinations for all staff, including staff at all YRCs and Central Office. The contractor may bill DJS for the ancillary costs associated with the annual physical examinations at an agreed upon rate. The agreed upon rate will cover the cost of lab work, etc. (not to include personnel costs that will be covered separately).
- b. The contractor will make available annual flu shots at the employees' request (to include cost of vaccine). This shall include request by staff at any YRC and Central Office with prior notice.
- c. The contractor will provide annual PPD testing including the cost of serum.
- d. The contractor will provide and document the HBV vaccination program for any staff that may request this service. (Cost of the serum will be covered by DJS.)
- e. The authorized number of staff at each facility is as listed below for calculation purposes:

a. WVIHY	244
b. Rubenstein Center	90
c. Harriett B. Jones Center	47
d. Vickie Douglas	45
e. Lorrie Yeager	44
f. Sam Perdue	44
g. Tiger Morton	44
h. Donald Kuhn	98
i. Chick Buckbee	44
j. Gene Spadaro	47
k. Robert Shell	47
l. Central Office	34
m. YRC's and CRC's	82
- f. The contractor will be responsible for random drug testing of any staff including contracted staff. The vendor will use a basic quick read urine drug screen. Any test sample that shows a positive result will be sent to an authorized laboratory for further testing.
- g. In addition to the above, these services will be made available for employees from other DJS YRCs and offices. Services will be scheduled prior to being rendered.

QUALITY MANAGEMENT SUPPORT SERVICES:

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

1. Continuous Quality Improvement (CQI)

Designed to monitor the quality of health service delivery, the Quality Improvement assessment involves the monthly inspection of at least 10% of all active resident charts by a qualified health care professional. Appropriate corrective measures and processes will be documented and available for potential inspection by the Facility Superintendent/Director or designee or the Central Office contract monitor.

2. Infection Control

Infection Control procedures and practices are designed to provide surveillance of infections, institute preventative measures, and report those infections in accordance with applicable laws. An infection control assessment will be completed monthly and documentation, which includes corrective measures and processes, will be submitted to the Facility Superintendent/Director and facility Safety Officer.

3. Utilization Management

Designed to monitor and review all outside consultations and in-patient services. The contractor shall submit quarterly to the Central Office contract monitor, a written plan of action which addresses the following:

- a. the demonstrated need for outside consultation and in-patient services,
- b. a mechanism to facilitate timely and appropriate access to consultations,
- c. specialty referrals, and
- d. out-patient and in-patient hospitalizations.

4. Peer Review

Designed to monitor physician's services, peer reviews shall be completed at least quarterly. The documented assessment shall include such activities as chart review, medical treatment plan review for special needs residents, review of off-site consultations, specialty referrals, emergencies, and in-patient and out-patient hospitalizations. The peer review will be kept on file for potential inspection by the Facility Superintendent/Director or designee or the Central Office contract monitor.

5. Risk Management

Designed to manage critical incidents, a quarterly risk management review shall include mortality occurrence procedures as well as threats to the provision of health care for those in DJS custody. The risk management plan shall be updated as needed. The risk management review will be available for inspection by the Facility Superintendent/Director or designee or the Central Office contract monitor.

6. Environmental Inspection

Designed to monitor institutional food service, housing, and work areas within the contracted facilities, the Environmental Inspection shall be conducted at least monthly with a designated DJS staff member to identify potential risks to the health and safety of DJS residents, staff, and

visitors. The inspection, along with recommendations for corrections of discrepancies, shall be forwarded to the Facility Superintendent/ Director and facility Safety Officer.

7. Policy Review

Health service policies and protocols shall be reviewed annually by the medical director. The contractor will supply the DJS contract monitor with the most current version of the health service policies.

8. Quarterly Reports

The Program Administrator shall meet with the Facility Superintendent/Director quarterly and submit statistical summaries and reports on the health care delivery system and health environment.

ADDITIONAL INFORMATION:

1. "Division of Juvenile Services", also referred to as the "Division", "DJS" and/or "Agency".
2. The contractor will provide all non-medical supplies necessary for the performance of health care obligations, including office supplies and postage required to provide comprehensive health care services. Any costs/expenses incurred by the Division as a result of medical contract staff's misuse of equipment or services (such as non-business phone usage) that are not business related will be the responsibility of the medical contractor.
3. The Division is under no obligation to provide any additional equipment except as the contractor and the Division may agree in writing. In the event that the contractor shall provide additional equipment, said equipment shall become the exclusive property of the Division of Juvenile Services. The contractor will inform the Facility Superintendent/Director of said equipment at time of purchase to include the item type, cost, brand, model, style, serial number, and area location.
4. The contractor shall assist the Division in completion of annual inventory and accountability of medical equipment. In the event of termination of agreement, the contractor agrees that all non-consumable materials/supplies and medical equipment shall be in functional working order and becomes the property of the Division and the State of West Virginia.
5. The contractor will provide for the care and maintenance of all medical equipment. It is the contractor's responsibility to examine all on-site medical equipment, ensure that all equipment is operable at all times, and notify the Facility Superintendent/Director of any needed repairs. The Division is responsible for repair or replacement of medical equipment due to normal wear and tear. Any damage to equipment due to abuse or neglect by medical contractor staff will become the responsibility of the contractor.
6. The Division is financially responsible for necessary ground or air ambulatory transports and hospitalizations.
7. The Division will provide for the use of the contractor, all Medical Unit linens necessary for the provision of medical unit care. This includes bedding and hygiene linens.

PART 4 Bid Submission Format:

All bids must be submitted on the attached bid sheet. Contract will be awarded to the bidder submitting the lowest projected annual cost based on the projected usage. Bids will consist of the following categories:

- 1. Monthly Administration Fee:** The contractor will bid an all inclusive fee to cover the cost of managing the contract. This fee will include:
 - A. The cost associated with the Statewide supervision of all employees
 - B. Verification of validity of licenses for all employees
 - C. The development of operational policies
 - D. That a physician is on call to consult in emergency cases
 - E. Sufficient contracts are in place to cover specialized services (lab work, X-rays, disposal of Biomedical Waste, etc.)
 - F. A consulting pharmacist
 - G. A consulting dietician
 - H. That quality management support services are provided
 - I. And that all DJS, ACA and NCCHC Guidelines are followed.

- 2. Monthly Maintenance Fee:** The contractor will bid an all inclusive fee to cover the cost of maintaining and stocking the Medical Section in each facility based on the number of beds each facility is designed to accommodate. These fees will be established for facilities with bed counts of 15-30, 31 – 50, 50- 100, and over 100 beds. This fee will include the cost to:
 - A. Stock sufficient OTC medications to meet the needs of the residents.
 - B. Supply all First Aid kits in the facility
 - C. A stocked emergency drug kit
 - D. Supplies prescribed by a specialist, including eyewear and hearing amplification devices.
 - E. Radiology Services
 - F. Laboratory / Diagnostic Services
 - G. Random drug testing
 - H. Care, maintenance, and calibration of all medical equipment
 - I. Office Supplies, Postage Etc.

- 3. Hourly Rates for Medical Personnel:** The contractor will bid hourly rates for each category of medical personnel requested. The rates will be statewide and all inclusive of employee related costs. The number of hours listed on the bid submission form is the projected minimum hours by position. These hours are for bidding purposes only and do not create any guaranteed level of billing once the contract is awarded. All billing will be based on the actual number or hours of service provided by category. The positions listed for Physician Assistants and Nurse Practitioners are to be used on a PRN basis to cover for Physician hours but collectively cannot exceed 50% of the Physician's hours billed at any single location.

- 4. Annual / Pre-Employment Physicals Fee (to include the cost of lab work / PPD / X-Rays etc.)** Physician / Nursing Time will be billed through the facility providing the service.

The successful vendor and the Division of Juvenile Services will work together to develop an invoicing format to provide all billing information on a monthly basis by facility for accountability issues.

**BASIC STAFFING PATTERN
AND HOURS OF OPERATION BY FACILITY**

	Facility	Bed Count	Physician Hours	Dentist Hours	Registered Nurse Hours	Licensed Practical Nurse Hours	
1	WV Industrial Home for Youth	204	12	8	40	232	24/ 7 Coverage
2	Dr. Harriet B Jones Treatment Center	38	1		40	72	7 AM to 11 PM
3	Rubenstein Center	84	4	3	40	128	24/ 7 Coverage
4	Donald R Kuhn JC	48	3	3	40	96	7 AM to 11 PM
5	J. M. "Chick" Buckbee JC	24	2		40	72	7 AM to 11 PM
6	Tiger Morton JC	24	2		40	72	7 AM to 11 PM
7	Vicki V Douglas JC	24	2		40	72	7 AM to 11 PM
8	Lorrie Yeager Jr. JC	24	2		40	72	7 AM to 11 PM
9	Sam Perdue JC	24	2		40	72	7 AM to 11 PM
10	Gene Spadaro JC	24	2		40	72	7 AM to 11 PM
11	Robert L Shell JC	24	2		40	72	7 AM to 11 PM

1. WV Industrial Home for Youth Medical Unit is staff 24/7 with a minimum of one nurse. Normal nursing staff for the Unit is 2-3 staff on days, 1-2 staff on evenings and 1 staff on nights. (6.8FTE's)
2. Dr. Harriet B Jones Treatment Center nursing staff will be a minimum of one staff from 7 AM to 11 PM seven days a week. (2.8FTE's)
3. Rubenstein Center nursing staff will be a minimum of one staff 24/7. (4.1FTE's)
4. Donald R Kuhn Juvenile Center nursing staff will be a minimum of one staff from 7 AM to 11 PM seven days a week and an additional staff 2-3 days a week to assist during heavy work times. (3.4FTE's)
5. All other Facilities nursing staff will be a minimum of one staff from 7 AM to 11 PM seven days a week. (2.8FTE's)

Any modifications of these staffing levels will be by mutual agreement between the Medical Administrator and the Facility Director or Superintendent.

**WEST VIRGINIA DIVISION OF JUVENILE SERVICES
RFQ DJS010311 FOR MEDICAL SERVICES
BID SUBMISSION PAGE**

CONTRACT ADMINISTRATION FROM APPENDIX B MONTHLY COST x 12 = ANNUAL COST

MONTHLY COST TO MAINTAIN FACILITIES

	MONTHLY COST PER FACILITY (APPENDIX B)	CURRENT FACILITY COUNT		MONTHLY COST		ANNUAL COST
15 - 30 BED	<input type="text"/>	X 7	=	<input type="text"/>	x 12 =	<input type="text"/>
31 - 50 BED	<input type="text"/>	X 2	=	<input type="text"/>	x 12 =	<input type="text"/>
50 - 100 BED	<input type="text"/>	X 1	=	<input type="text"/>	x 12 =	<input type="text"/>
OVER 100 BED	<input type="text"/>	X 1	=	<input type="text"/>	x 12 =	<input type="text"/>

MEDICAL FTE'S	HOURLY RATE (APPENDIX A)	PROJECTED * ANNUAL HOURS		PROJECTED ANNUAL COST
PHYSICIAN	<input type="text"/>	X 1,468	=	<input type="text"/>
DENTIST	<input type="text"/>	X 728	=	<input type="text"/>
PHYSICIAN ASSISTANT	<input type="text"/>	X 150	=	<input type="text"/>
NURSE PRACTITIONER	<input type="text"/>	X 150	=	<input type="text"/>
REGISTERED NURSE	<input type="text"/>	X 22,880	=	<input type="text"/>
LICENSED PRACTICAL NURSE	<input type="text"/>	X 52,416	=	<input type="text"/>

	PROPOSED COST (APPENDIX C)	PROJECTED * COUNT	
ANNUAL PHYSICALS	<input type="text"/>	X 1,050	= <input type="text"/>

PROJECTED ANNUAL COST OF CONTRACT

Bidder Name: _____

Bidder Representative Name: _____

Address: _____

Phone #: _____

E-Mail Address _____

* These are the Projected numbers for this contract. These projections are for bid comparison only and do not guarantee any specific level of service to be utilized. The actual numbers utilized will determine what will be paid on this contract.

Appendix A Hourly Rates

Personnel Category	Hourly Rate
Physician (Medical Director)	
Physician Assistant	
Nurse Practitioner	
Dentist	
Registered Nurse	
Licensed Practical Nurse	
Total All Staff	


Appendix B Monthly Rates

Category	Monthly Rate
Monthly Administration Fee	
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXX
Monthly Maintenance Fee (based on Facility Size)	
Supply / Ancillary Charges for a Facility with 15- 30 Beds	
Supply / Ancillary Charges for a Facility with 30- 60 Beds	
Supply / Ancillary Charges for a Facility with 60- 100 Beds	
Supply / Ancillary Charges for a Facility with over 100 Beds	

Appendix C
Additional Charges

Category	Charges per Service
Annual / Pre-Employment Physicals Fee (This cost should only include the cost of lab work / PPD / X-Rays etc.) Physician / Nursing Time will be billed through the facility providing the service.	

ATTACHMENT A

 <p style="text-align: center;">WEST VIRGINIA DIVISION OF JUVENILE SERVICES</p>		<u>POLICY NUMBER:</u>	<u>PAGES:</u>
		130.00	3
<u>CHAPTER:</u> Administration and Management	<u>REFERENCE AND RELATED STANDARDS:</u> W. Va. Code §§ 49-5-16a and 49-5E-1, et seq.; ACA 3-JTS-1C-16; ACA 3-JDF-1C-14; ACA 3-JCRF-1C-11		
<u>SUBJECT:</u> Initial Employment and Annual Physical Examinations			
<u>DATE:</u> April 1, 2008			

POLICY

It is the policy of the Division of Juvenile Services to insure that all employees of the Division will receive a physical examination prior to job assignment and receive reexaminations annually.

CANCELLATION

This Policy supersedes Policy 130.00 dated October 1, 2007.

APPLICABILITY

This Policy applies to ALL Division of Juvenile Services' employees and applicants.

DEFINITIONS

1. **Physical Examination:** A thorough evaluation of an applicant's and/or employee's current physical condition and medical history conducted by or under the supervision of a licensed physician.
2. **Direct Contact:** Continuous physical and verbal interaction with a juvenile group or unit, which is necessitated by the employee's job post and/or description.

PROCEDURES

1. Initial Employment Physical Examination
 - a. Following the successful completion of the Interview/Background Check for employment with the Division, a physician approved by the Division shall conduct a physical examination on the applicant. The physical examination shall be recorded on the Initial

Employment and Annual Report of Physical Examination. (**Attachment #1**).

- b. The Division shall pay for the cost of such examination.
- c. Applicants who do not meet prescribed standards shall no longer be considered for employment, unless a reasonable accommodation is requested as provided in paragraph (d) below.
- d. The Director or designee may, at his/her discretion, upon consultation with a qualified medical and/or physical fitness authorities and legal counsel, make a reasonable accommodation or waive medical and/or physical fitness disqualifications. Medical and/or physical fitness authorities must certify that the accommodation will not interfere with the performance of duties.
- e. The physical examination shall be conducted by a licensed Medical Doctor, and as specified in Attachment #1, to include the collection and release of all information and test results.

2. Memorandum of Understanding

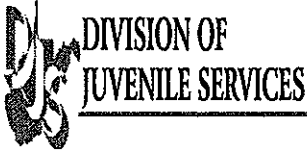
- a. The applicant/employee shall be required to read and sign a memorandum of understanding (**Attachment #2**) prior to submitting to any tests listed below:
 - i. RPR (Syphilis)
 - ii. Complete Blood Count
 - iii. Comprehensive Metabolic Panel
 - iv. Urinalysis
 - v. Lipid Panel
 - vi. Electrocardiogram
 - vii. Tuberculosis Test
- b. The signed memorandum shall be placed in the medical section of the personnel file.

3. Annual Physical Examination

- a. The Facility Director/Superintendent or Designee shall insure that each employee will have an annual physical examination. The examination shall be at the expense of the Division, including the time consumed traveling to and from the examination location, not to exceed one hour total, if examination is being conducted off-site of facility or on an employee's scheduled day off.

ATTACHMENT #1 Policy 130.00

State of West Virginia



Initial Employment and Annual Report of Physical Examination

NOTICE: This information requested and to be recorded herein is confidential and will be maintained in a secure medical file as a part of the applicant/employee agency Personnel file.

Name: _____ Age: _____
Last First Middle

Home Address: _____
Street City State Zip Code

Date of Birth: _____ Sex: _____ Height: _____ Weight: _____

Home Phone: _____

I, _____, hereby authorize the release of the following medical information to the WV Division of Juvenile Services for purposes of employment consideration and performance of duties. _____ signature of applicant/employee date

ATTENTION MEDICAL EXAMINER: This individual is an applicant for employment with the West Virginia Division of Juvenile Services. He/she will be required to perform strenuous physical tasks, which may involve physical fitness training, self-defense tactics and physical restraining of aggressive individuals.

Medical Examinations to be completed by the Medical Examiner:

Table with 3 columns: Check Each Item, Normal, Abnormal. Rows include Lungs and Chest, Heart, Vascular System, Abdomen/Viscera, Anus/Rectum, G-U System, Upper Extremities, Lower Extremities, Feet.

Spine _____
 Other Musculoskeletal _____
 Neurological _____
 Eyes/Ears/Nose/Throat _____
 Vision: _____
 Hearing _____
 Blood Pressure Reading: _____
 Pulse Reading: _____

Urinalysis (Drug Test) Results: _____ Negative _____ Positive for _____
 Positive results must be confirmed by scientific analysis in order to be used as grounds for rejection or termination of employment.

**Laboratory results of the on-screen urinalysis positive were confirmed
 _____ negative _____ positive on _____ (date).

Describe Abnormalities: _____

List All Pre-Existing conditions: _____

Hypertension Rx: _____

Other Medications Currently Being Taken and Reason For: _____

List all surgeries in the past ten (10) years: _____

Allergies: _____

Examinee: is - is not medically suitable for employment as a Correctional Officer.

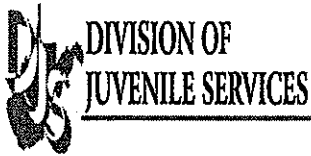
 (Signature of Medical Examiner) (Date)

Physician's Name: _____
 Address: _____
 Phone Number: _____

This document must be forwarded to: West Virginia Division of Juvenile Services-Central Office Human Resources at 1200 Quarrier Street, 2nd Floor-Charleston, WV 25301. Any questions regarding the forwarding procedure for this information should be directed to (304) 558-9800 ext. 2004.

ATTACHMENT #2 Policy 130.00

State of West Virginia



Memorandum of Understanding and Authorization

I understand that the following tests are required as a condition of employment by the West Virginia Division of Juvenile Services. I, _____,

(Print Applicant/Employee Name)

hereby authorize completion of the following tests at the expense of the Division.

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

Applicant/Employee Signature


Date

Medical Personnel Signature

Date

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

ATTACHMENT B

 <p style="text-align: center;">WEST VIRGINIA DIVISION OF JUVENILE SERVICES</p>	<p><u>POLICY NUMBER:</u></p> <p style="text-align: center; font-size: 2em;">Dir 334500</p>	<p><u>PAGES:</u></p> <p style="text-align: center;">5</p>
<p><u>CHAPTER:</u></p> <p>Institutional Operations</p>	<p><u>REFERENCE AND RELATED STANDARDS:</u></p> <p>WV Code Chapter §§ 49-5-16a and 49-5-16a and §49-5E-1 et seq.; ACA 3-JTS-3D-04 thru -09; ACA 3-JDF-3D-04 thru -08; ACA 3-JCRF-3D-03 thru -07</p>	
<p><u>SUBJECT:</u> Juvenile Rights and Grievance Procedures</p>		
<p><u>DATE:</u> October 1, 2007</p>		

POLICY

This policy is to ensure the rights of every juvenile and their right to grieve the actions of staff and conditions and circumstances in the facility and of other juveniles which violate juveniles rights in the procedure of this policy.

CANCELLATION

This policy supersedes Policy Directive 2.02 dated January 1, 2005.

APPLICABILITY

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

PROCEDURES**1. Rights of Juveniles**

- a. Not to be punished by physical force, corporal punishment, deprivation of nutritious meals, deprivation of family visits or imposition of solitary confinement;
- b. To participate in physical exercise each day;
- c. Except for sleeping hours, to not be locked alone in a room unless not amenable to reasonable direction and control;
- d. Provided with clean institutional-individualized clothing and basic hygiene items at no cost;
- e. Items not prescribed by a medical doctor shall be at the expense of the juvenile;

- f. Daily access to showers and toiletry, as well as other hygiene;
- g. Mail and telephone access and privileges as specified in Division Policy 509.00 – Telephone, Mail Privileges and Access to Publications;
- h. To not be discriminated against based on race, religion, national origin, gender, or physical handicap;
- i. To be adequately protected from personal abuse, personal injury, disease, property damage, and harassment;
- j. To receive visitors daily and on regular basis, so long as visitation does not impede on the operations and security of the facility;
- k. Have immediate access to medical and dental care as needed;
- l. Have access to education, including teaching, educational materials and books as prescribed by the policies of the West Virginia Department of Education-Office of Institutional Education;
- m. Have access to religious material and service;
- n. Afforded a grievance procedure, including an appeal mechanism as defined in Juvenile Grievance Procedures, below;
- o. To be provided due process safeguards as outlined in Division Policy 330.00 – Resident Discipline;
- p. Each Facility Superintendent/Director is authorized to provide other rights to all juveniles in his/her custody based on the purpose, mission and/or program of the facility to ensure that each juvenile is afforded quality care services

2. Juvenile Grievance Procedure

- a. Residents are informed of the grievance procedure upon intake at the facility. Forms are available to all residents.
- b. The grievance procedure shall be used to determine whether a specific grievance falls within the jurisdiction of the grievance procedure.
- c. The Facility Superintendent/Director or Designee shall be notified immediately of all grievances against staff member(s). In cases where a staff member is the subject of a grievance, that staff member shall not execute the handling of the grievance.
- d. Grievance Process
 - 1. The Facility Superintendent/Director or designee in cooperation with the Divisions' Training Coordinator shall ensure that staff are trained and

encouraged to try to resolve all grievances informally. The juvenile shall first seek informal resolution with the staff on duty at the time of the grieved situation.

2. If the grievance is not resolved informally by the staff on duty, the juvenile may submit a written and signed grievance form to the Facility Superintendent/Director or designee within three (3) business days of the grieved situation. The date of receipt of the grievance and by who shall be clearly indicated on the grievance form. Staff shall be available to provide assistance to a juvenile.
3. A review committee may be designated to meet with the juvenile and others as necessary to hear the facts and allegations, call witnesses, and present questions to determine their findings and make a recommendation, within three (3) business days of the grievance. The review committee shall submit their findings and recommendations in writing to the Facility Director/Superintendent within three (3) business days following the grievance meeting. The review committee may recommend any or all of the following courses of action:
 - i. Dismissal of allegation/grievance;
 - ii. Changes in policy and/or procedure;
 - iii. Further investigation by the appropriate personnel;
 - iv. Disciplinary action against the staff member or juvenile named in the grievance; and/or
 - v. Transfer of the juvenile to another unit or facility.
4. The Facility Superintendent/Director or Designee shall render a decision in writing to the juvenile within two (2) business days. This decision shall be final unless the grievance involves health and/or safety of the juvenile.



e. Grievance Appeal Rights

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

3. Evaluation

- a. Facility Superintendent/Director or designee shall submit a report monthly, due by the tenth business day of the following month, to the Director of Juvenile Services or designee.

ATTACHMENT C

	WEST VIRGINIA DIVISION OF JUVENILE SERVICES	<u>POLICY NUMBER:</u> 	<u>PAGES:</u> 6
<u>CHAPTER:</u> Administration and Management	<u>REFERENCE AND RELATED STANDARDS:</u> WV Code Chapter §§ 49-5-16a and 49-5E-1 et seq.; §49-5-17 and §49-7-1; ACA 3-JTS-1E-01 thru 1E-07; ACA 3-JDF-1E-01 thru 1E-08; ACA 3-JCRF-1E-01 thru 1E-08		
<u>SUBJECT:</u> Juvenile Records			
<u>DATE:</u> October 1, 2010			

POLICY

It is the policy of the West Virginia Division of Juvenile Services to maintain a mechanism that ensures establishment, upkeep, disposition, transfer, confidentiality, release and security of juvenile resident records.

CANCELLATION

This policy has been reviewed and supersedes Policy 165.00 dated July 1, 2010.

APPLICABILITY

This policy applies to ALL Division of Juvenile Services' Residential Facilities.

DEFINITIONS

1. **Master File** – A file which consists of the resident file, medical/mental health file and education file for juveniles in the custody of the Division of Juvenile Services. These file components may be maintained and stored in different areas of each facility.
2. **Redacted** – To edit or revise by 1) copying a document, 2) blacking out information to be edited on the copy and 3) recopying the redacted document. The recopied document is the document that may be released.

PROCEDURE**1. Juvenile Records**

- a. Each facility shall maintain a record on each juvenile that is available in a master file and includes at a minimum the following information:

- i. Name, address, age, sex, place of birth, and nationality
 - ii. Initial intake information form
 - iii. Authority to accept juvenile
 - iv. Referral source
 - v. Case history/social history
 - vi. Medical consent form
 - vii. Name, relationship, address, and phone number of parent(s) guardian(s) and person(s) juvenile resides with at time of admission.
 - viii. Driver's license, social security, and Medicaid numbers, when applicable.
 - ix. Court and disposition
 - x. Resident's Rights Acknowledgement (Attachment #1)
 - xi. Individual plan or program
 - xii. Signed release-of-information forms
 - xiii. Progress reports on program involvement
 - xiv. Program rules and disciplinary policy signed by juvenile
 - xv. Grievance and disciplinary record, if applicable
 - xvi. Referrals to other agencies
 - xvii. Final discharge or transfer report
 - xviii. Medical and educational records are components of the master file and are maintained in appropriate areas of the facility.
- b. Each master file component will have a label that contains the resident's last name, first name, middle name/initial, date of birth and Division of Juvenile Services' identification number. All files will be filed in alphabetical order. This same label will be used on the Resident File Sign In/Out Form (Attachment #2) discussed below.
- c. Each master file shall contain the following components:
- i. **Resident File:** The file established for each resident upon intake to the West Virginia Division of Juvenile Services. All documents will be maintained in order as listed in Attachment #3 – DJS Resident File Specifications. This file shall contain the records that document the Division of Juvenile Services' authority to hold residents, including all court orders, commitment orders, and other documents relating to the resident in the Divisions' custody.
 - ii. **Medical/Mental Health File:** The file established for each resident upon intake to the West Virginia Division of Juvenile Services. This file shall contain the records that document the medical and mental health history, conditions and treatments concerning the resident in the Division's custody and shall be maintained by the Medical Authority.
 - iii. **Education File:** The file established for each resident upon intake to the West Virginia Division of Juvenile Services. This file shall contain the records that document the educational history, assessments and current educational performance concerning the resident in the Division's custody and shall be maintained by the Department of Education.
- d. All entries made into each master component are dated and the author of the entry identified.

- e. All resident files removed from the secure record storage area shall be tracked using a sign in/out card (to include date, time and printed name) recording that the file was accessed. (Attachment #2 - Resident File Sign In/Out Form)
 - i. The staff member signing out a file will be held accountable for the direct supervision and control of the file.
 - ii. No unauthorized person will have access to resident records. Only those staff designated by the Facility Superintendent/Director may have access to resident records.
- f. The Resident and Medical/Mental Health files will be transferred with the resident on each change of facility within the Division of Juvenile Services.
 - i. Every effort should be made to transfer all Resident and Medical/Mental Health files at the same time the resident is transferred.
 - ii. If any files cannot be transferred with the resident, it should be forwarded to the receiving facility within seventy-two (72) hours of the resident's transfer. After transfer of applicable files, any documentation received at the sending facility should be forwarded immediately.
 - iii. Upon release from DJS custody, the Resident and Medical/Mental Health File will be stored at the facility of discharge until transferred to Central Office. The combined files should be stored together alphabetically in the approved file pocket. Each file shall be labeled and maintained separately and be contained within an expandable file packet. Upon reentry to a Division of Juvenile Services facility, the resident file will be forwarded to the receiving facility within 72 hours.
 - iv. Upon release from DJS custody, the resident file shall be maintained in storage until the resident reaches age twenty-one (21) and six (6) months at a minimum. All resident files are destroyed at twenty-one years six months unless otherwise directed by the Director of the WV Division of Juvenile Services.
- g. Self-audits will be performed on juvenile records at least monthly.

2. Security of Health Records

Medical information about the juvenile will be maintained according to Health Service Provider policy. This file includes all original documentation of care conducted on-site at each detention and correctional facility that the juvenile enters. Off-site medical care documentation will be maintained with the medical file. Copies of all mental health documentation are maintained in the medical file, as well as any additional information from the resident's prior providers (for example, private doctor's statements).

3. Release of Juvenile Records

- a. Records and files maintained by juvenile facilities on individual residents, including psychological, treatment records and medical records, shall upon receipt of a written request (Attachment #4) be released to:
 - i. The former resident (if 18 or older)
 - ii. The child's legal parent or guardian; and
 - iii. The child's attorney.
- b. Any document contained in the record of the juvenile whose record is requested that includes the name of another resident will have the other resident's name redacted prior to release.
- c. No request for copies of material contained in records shall be honored unless the resident, his/her parent or his/her attorney agrees to pay for the cost of copying his/her records at the rate of thirty cents a page. If a resident does not have sufficient funds in his/her spending account to pay for the costs, he/she may have his/her request honored, provided he/she consents in writing to have the cost deducted against future deposits in said account at a rate agreeable to him/her. Payment of the cost may be accepted by personal check or cash from parent or attorney.
- d. Records and files maintained by juvenile facilities on individual residents, including school records, psychological evaluations, treatment records, and medical records, shall be released to other state agencies, schools and treatment facilities and organizations only with:
 - i. A court order.
 - ii. Written, signed consent to release from the resident's legal parent or guardian, or
 - iii. Written signed consent to release from a resident who is 18 or older.
 - iv. Written signed consent from the Director of the Division of Juvenile Services.
- e. A copy of the court order or written consent to release must be placed in the resident's file with a description of all records subsequently released.
- f. Anything documented about a resident is a "record" and subject to disclosure.
- g. Any request received from a resident, his/her parent or from his/her attorney while any lawsuit brought by the resident or his/her parent is possible or pending against the Division or any of its employees will be referred to the Attorney General's Office for reply.

COMPLIANCE CERTIFICATE*

I, _____, _____
Name Title

of _____ do hereby certify that the above
Company Name

named organization has not in the previous four years had a contract for the provision of medical services terminated for non-compliance or failure to fulfill the terms of the contract.

Signature Date

Failure to submit or falsification of this document will disqualify a vendor.

* Loss of a contract for failure to win a subsequent bid is not grounds for disqualification.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia **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.