



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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF JUVENILE SERVICES

SHIP TO

SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/08/2011				

BID OPENING DATE: 04/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 04/14/2011 TO 04/20/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		948-74		
PROFESSIONAL MEDICAL SERVICES						
***** THIS IS THE END OF RFQ DJS010311 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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

DJS010311
Addendum No. 1
Division of Juvenile Services

Q1. The RFQ does not include any site visits to the Division of Juvenile Services ("Division" or "DJS") facilities. This does not offer bidders sufficient knowledge of the DJS sites to prepare high quality, cost-effective proposals; and provides an unfair advantage to the incumbent vendor, who is already familiar with the DJS facilities. Will the Division please offer a bid conference and site visits to at least some of the DJS facilities?

A1: The Division of Juvenile Services is willing to provide site visits for any interested vendors who would like to tour our facilities. It would be the request of DJS to have all site visits coordinated to make it possible to minimize the disruption at each facility.

Q2. What is the Division of Juvenile Services' (Division's) targeted award date for the contract?

A2. The award date will be based on when the bids are received and evaluated. It is the desire of DJS to award the bid so that the new contract will begin on the first day of the month so at best we would be able to begin the new contract on 1 June 2011.

Q3. What is the Division's targeted start date for the contract?

A3. See question #2 above.

Q4. Please provide a copy of the Division's current health services contract for DJS residents, including the extension the vendor is currently working under, and any exhibits, attachments, or amendments.

A4. This information is available from the records section at the Division of Purchasing. The records section can be contacted at (304) 558-2336. The previous contract number is DJS01232.

Q5. Please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the Division has assessed against the incumbent vendor over the term of the current contract.

A5. There were no paybacks, credits, and/or liquidated damages on the current contract.

Q6. Are any of the DJS facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.

A6. There are no DJS facilities currently subject to any court orders or legal directives.

Q7. How many lawsuits pertaining to resident health care — frivolous or otherwise — have been filed against the Division and/or the incumbent medical provider in the last three years?

A7. None

Q8. RFQ Section 3.1.2 on Page 8 states, "Any facility with current accreditation will maintain said accreditation for the length of the contract."

Q8A. Which facilities have current accreditation from the NCCHC?

A8A. Seven facilities have achieved accreditation and the remaining 3 (Vicki Douglas, Lorrie Yeager, and Sam Perdue) are in the application process. The Dr. Harriet B Jones Treatment Center is currently operating as a satellite operation of the WV Industrial Home but will need to apply when this contract becomes effective and it becomes more independent.

Q8B. Which facilities have current accreditation from the ACA?

A8B. None

Q9. Thank you for providing the minimum staffing requirements in the RFQ. Please provide the current health service staffing schedules by facility, shift, and day of the week for the DJS facilities.

A9. The minimum staffing provided is the current staffing pattern.

Q10. Please provide a listing of the current health service vacancies by position for each DJS facility.

A10. To the best of our knowledge there are not current vacancies.

Q11. Are any members of the current health service workforce unionized? If yes, please provide the following:

- a. A copy of each union contract
- b. Complete contact information for a designated contact person at each union
- c. The number of union grievances that resulted in arbitration cases over the last 12 months.

A11. To the best of our knowledge the current workforce is not unionized.

Q12. Please provide current wage/pay/reimbursement/seniority rates for incumbent health service staff at each DJS facility.

A12. This information is not available to DJS.

Q13. Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

A13. The time spent in training will count but the training cannot interfere with any necessary function of the medical unit.

Q14. Please provide the actual average daily population of each of the DJS facility segregation units.

A14. For the calendar year of 2010 the average population of each facility was:

<u>WV Industrial Home for Youth</u>	<u>113</u>
<u>Dr. Harriet B Jones Treatment Center</u>	<u>30</u>
<u>Rubenstein Center</u>	<u>45</u>
<u>Correctional Facilities Total</u>	<u>188</u>
<u>Tiger Morton Juvenile Center</u>	<u>18</u>
<u>Lorrie Yeager Juvenile Center</u>	<u>16</u>
<u>Vicki V Douglas Juvenile Center</u>	<u>14</u>
<u>J M "Chick" Buckbee Juvenile Center</u>	<u>10</u>
<u>Donald R Kuhn Juvenile Center</u>	<u>32</u>
<u>Sam Perdue Juvenile Center</u>	<u>16</u>
<u>Gene Spadaro Juvenile Center</u>	<u>17</u>
<u>Robert L Shell Juvenile Center</u>	<u>14</u>
<u>Detention Facilities Total</u>	<u>137</u>
<u>Grand Total for the Division</u>	<u>325</u>

Q15. Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the DJS facilities and identify which equipment will be available for use by the selected provider.

A15. The office equipment that is currently on hand will be available for the next vendor. There is not an exact inventory available at this time, but there is sufficient equipment on hand to meet the needs of the vendor.

Q16. Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines, etc.) currently in use at the DJS facilities and identify which equipment will be available for use by the selected provider.

A16. The medical equipment that is currently on hand will be available for the next vendor. There is not an exact inventory available at this time, but there is sufficient equipment on hand to meet the needs of the vendor.

Q17. How does health unit staff at the DJS facilities currently access the Internet: through a facility network or through connectivity provided by the incumbent Contractor? Who is financially responsible for such Internet access?

A17. Internet accessibility is provided through a facility network at the expense of the Division.

Q18. How are radiology services currently provided: (a) onsite, with permanent Division-owned equipment; (b) onsite, by a mobile radiology vendor (PLEASE IDENTIFY VENDOR); or (c) offsite?

A18. The current radiology services are provided by a mobile radiology vendor. DJS does not have access to the specifics of this contract.

Q19. How are dental services currently provided: (a) onsite, with permanent Division-owned equipment; (b) onsite, through mobile dentistry (PLEASE IDENTIFY VENDOR); or (c) offsite?

A19. Dental services are currently provided through an onsite provider utilizing permanent Division-owned equipment.

Q20. How are optometry services currently provided: (a) onsite, with permanent Division-owned equipment; (b) onsite, through mobile optometry (PLEASE IDENTIFY VENDOR); or (c) offsite?

A20. Optometry services are provided through offsite providers, except the current vendor is responsible for the fitting of eye ware for the residents.

Q21. Does West Virginia law mandate any special rates (e.g., Public Aid, Medicare, Workers Compensation, or other discounted rates, etc.) for the offsite treatment of juveniles that are detained as they do for adult offenders? If "yes," please provide a copy of the statute, law, regulation, contract, or other legal document that requires community providers to accept such rates.

A21. There are special rates applicable for the Juveniles in DJS custody. These expenses are the responsibility of the Division and not the vendor.

Q22. Please identify any specialty clinics currently conducted onsite, and indicate how many hours per week each clinic is held.

A22. None

Q23. The "MEDICAL UNITS" RFQ Section on Page 15 states, "Medical unit care shall be provided at the West Virginia Industrial Home for Youth and the Rubenstein Center."

Q23A. Please provide the number of beds in the Medical Unit at each of these facilities.

<u>A23A. WV Industrial Home</u>	<u>6 Beds</u>
<u>Rubenstein Center</u>	<u>2 Beds</u>

Q23B. Please describe the size (# of beds) and acuity able to be handled by the health care units at each of the other DJS facilities.

A23B. The other DJS facilities are triage units only, any overnight stays are sent to the local hospital.

Q24. Do any of the DJS facilities have a mental health unit, or beds assigned to mental health patients? If "yes," please provide the number of such beds.

A24. The Division currently has a mental health unit in operation at the WV Industrial Home for Youth. The mental health needs of this unit are met by another contract vendor. The only involvement the medical contractor will have is to the physical health needs of those Juveniles. This will include the day to day dispensing of medications.

Q25. How many medication carts will the Division make available for the use of the incoming vendor?

A25. All existing medication carts will be available to the next vendor.

Q26. Does the Division currently maintain a Keep-On-Person (KOP) program?

A26. The Division of Juvenile Services is not familiar with a program under this name. We may have a similar program but we cannot respond without a further explanation of what this program is.

Q27. The "OFF-SITE PROVIDERS" RFQ Section on Page 13 states, "All off-site office visits shall not be at the expense of the contractor." Please indicate which of the following items are included under the Division's definition of "office visit."

Inpatient hospitalization

Outpatient surgeries

Other outpatient referrals

ER visits

Offsite dialysis

Offsite diagnostics (lab/x-ray) **(Except for a service that the vendor is required to provide onsite and is unable to provide due to a special circumstance).**

A27. All offsite services including the following are not at the expense of the vendor.

Q28. If we are responsible for these costs, please provide monthly statistical data for each of the following categories.

Number of inpatient offsite hospital days

Number of outpatient surgeries

Number of outpatient referrals

Number of trips to the emergency department

Number of ER referrals resulting in hospitalization

Number of ambulance transports

Average number per month of residents undergoing dialysis treatments

A28. See question #27 above.

Q29. Please provide historical health services cost data broken out into at least the following categories.

a. (If the vendor is responsible) Total offsite care.

A29a. Not the responsibility of the vendor.

b. Total over-the-counter pharmaceutical expenditures

A29b. This information is not available from DJS.

c. Laboratory services

A29c. This information is not available from DJS.

d. X-ray services

A29d. This information is not available from DJS.

Q30. Does the DJS meet the definition of a Covered Entity (45 CFR §160.103), thus requiring the West Virginia State Government HIPAA Business Associate Addendum (BAA) to be made part of the contract?

A30. The Division of Juvenile Services does not meet the definition of a Covered Entity, but the requirements under the HIPAA Laws are met in the policies and procedures established by the Division of Juvenile Services.

Q31. Does the DJS or the incumbent health care provider currently participate in any "state or federal programs (pilot) that will assist the Division of Juvenile Services and further promoting public safety," as described on page 12, of the RFQ? If "yes", please describe the program(s) and provide contact information for the state or federal agency administering the program(s).

A31. The Division of Juvenile Services is not aware of any such programs in place at this time.

Q32. While Pharmaceutical Services, on page 14, clearly indicates that the DJS is responsible for the cost of prescription medications, it does not indicate who is responsible for the procurement and ordering of prescription medications. Will procurement, ordering, receiving, inventory, and return of prescription drugs be the responsibility of the successful bidder?

A32. The successful vendor will be responsible for procurement, ordering, receiving, inventory, and return of prescription drugs.

Q33. Do any of the DJS facilities currently utilize any type of Electronic Medical Record (EMR) system? If "no," is the State interested in receiving proposals for an EMR for the DJS facilities?

A33. DJS does not currently utilize an Electronic Medical Record (EMR) system but would possibly consider it, if the system could be compatible with our current systems.

Q34. Please confirm that under the new contract, the Contractor will not be financially responsible for any of the following services.

- a. Neonatal or newborn care after actual delivery
- b. Cosmetic surgery, including breast reduction
- c. Sex change surgery (including treatment or related cosmetic procedures)
- d. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)
- e. Extraordinary and/or experimental care
- f. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the resident's health to deteriorate or cause definite and/or irreparable harm to the resident's physical status)
- g. Autopsies

- h. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
- i. Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX.

A34j. (Vendor could possibly be responsible for the administration of these medications but not the cost of the medication.)

A34. The vendor will not be responsible for the following services except for follow-up care in the case of a Juvenile who is admitted with one of these conditions or as noted below.

Q35. Please indicate the order of precedence among the solicitation documents (e.g., the RFQ, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices.

A35. The Addendum supersedes the specifications where addressed and where applicable.

Q36. What dental equipment is in place at the Rubenstein Center and the Donald R Kuhn JC? Is there a dental operatory; i.e. dental chair with suctioning and drilling capabilities, any dental x-ray equipment and an autoclave? If not does the Division want a dentist there for dental exams only?

A36. The Donald R Kuhn Center has all of the equipment mentioned at this time; the Rubenstein Center will be equipped when the contract is awarded. The Dentist should be able to perform all normal dental tasks at both facilities.

QA37. On Page 13- Under optometry services, does this proposal call for an optometrist on site or can it be off site? and if it is off site who will be responsible for the eye exam? The contractor or the Division?

A37. The contractor is only responsible for a basic eye examination to determine if the Juvenile has normal vision or is in need a follow-up examination by a professional. The cost of a follow-up examination would be at the expense of the Division.

Q38. On Page 13 - under Auditory Services - Is the Contractor required to have hearing exams done on-site and if no, can it be done off-site and if done off-site who is responsible for the exam - the Contractor or the Division?

A38. The contractor is only responsible for a basic hearing examination to determine if the Juvenile has normal hearing or is in need a follow-up examination by a professional. The cost of a follow-up examination would be at the expense of the Division.

Q39. On page 15 - Under Medical Units -

"2.c. All residents must be within sight or hearing of a qualified health care professional."

At WVIHFY and Rubenstein Center, if there is only one nurse on night shift and he/she is called to an emergency in a housing section, how can this be met unless there are two health care professionals on duty at night, which would require more staffing?

A39. In the case of all facilities if the nurse is called away for an emergency in another part of the facility any juvenile in the medical treatment area will be supervised by DJS staff for security reasons.

Q40. On page 16 - Laboratory/Diagnostic Services-

The contractor shall be responsible for laboratory/diagnostic supplies. Is their refrigerators present in all the medical units to keep blood in that needs to be refrigerated until it is picked up? and is their a second refrigerator in the medical unit for medications to be kept in? Blood and medications cannot be kept in the same refrigerator.

A41. Currently there are two refrigerators available in the medical units.

Q42. On page 20 and 21 for Pre-Employment and Annual Physical Exams - Regarding Attachment an **Initial Employment and Annual Physical Examinations:** It lists on Page 2 of this policy and Electrocardiogram (EKG) is to be completed. Who is responsible for the cost of the EKG - the Division or the Contractor?

A42. Every facility is equipped with an EKG machine. The contractor's staff will be responsible for administering the test.

Q43. On Page 22 - #4. Peer Review - The Division states that peer reviews are to be completed quarterly. NCCHC Standard Y-C-02 Clinical Performance Enhancement states it is to be done annually. Would the Division accept this and let the contractor do it annually versus quarterly?

A43. If the peer review annually meets the standards set forth in the NCCHC guidelines the Division will accept that.

Q44. Page 29 - Appendix C - Additional Charges (include cost of lab work/PPD/X-rays, etc.) - and on page 21 2.c. It states the Contractor will provide annual PPD testing, including cost of serum). Who is responsible for the cost of the PPD serum - the Division or the Contractor?

A44. The contractor is responsible for the cost of the serum, but that cost can be recovered in the cost of the physical.

Q45. NCCHC is a facility accreditation. Will the contractor be financially responsible if the facility cannot accredit due to physical plant restrictions, Counselor training (required by NCCHC) and anything else that is outside the contractor ability to manage?

A45. It is the intent of DJS to penalize the contractor only if the failure to achieve accreditation is the fault of the contractor. The contractor will not be responsible for the shortcomings of DJS.

Q46. Do current employees need to go through the background investigation and drug testing process, including drug screens?

A46. Since this is not a requirement of the current contract all employees would need to be screened and Drug Tested.

Q47. What is the prescribed DJS timekeeping system and who shall be financially responsible for its operations and maintenance?

A47. DJS is in the process of establishing a Division-wide time keeping system for all Detention and Correction facilities. The time clock system will utilize the Gen-Pro time keeping software. DJS will be solely responsible for its upkeep and maintenance.

Q48. Does this include the first aid kits carried in the DJS vehicles? Who is responsive for the monthly inspections and annual inventory?

A48. The contractor will only be held accountable for the first aid kits in the facility. The first aid kits in the vehicles will be the responsibility of DJS.

Q49. Will the WVDJS provide secure storage for all pre-employment drug tests? Who is responsible for the chain of custody for samples?

A49. There will be secure storage available on site and the contractor will be performing the tests so they will be responsible for the chain of custody.

Q50. May a Licensed Practical Nurse be substituted for the Registered Nurse (RN)?

A50. Yes, the Registered Nurse position is shown at each facility as the Medical Administrator as an example for bidding purposes only. The position can be filled by an experienced LPN, but the position will only be reimbursed based on the qualifications of the actual person in the position.

Q51. For NCCHC Accreditation purposes is the Dr. Harriet B Jones Treatment Center a separate correctional facility or will it be a satellite facility for Industrial Home for Youth?

A51. The Dr. Harriet B Jones Treatment Center will be treated as a separate correctional facility.

Q52. Will the contractor be reimbursed for any hours worked over the minimum levels of staffing in the table of organization? (Physician, Dentist, Physician Assistant, Nurse Practitioner, Registered Nurse and Licensed Practical Nurse)

A52. The contractor will be reimbursed for all hours worked by the staff at the facility provided their schedules are deemed necessary for the proper operation of the medical unit.

Q53. in the RFQ there is no mention of pricing for senior management (IE Vice President, Junior Vice President, and Regional Coordinator)? Should any or all of these be added to the staffing pattern and bid accordingly?

A53. The Senior Management positions should not be added to the staffing pattern because they are not directly linked to the operations of any single facility. The costs of Senior Management are to be included in the Monthly Administration Fee as described in Part 4 in the Bid Submission Format as follows:

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:

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.**

Q54. When is the expected WVDJS medical Services Contract Award Date and the Start Date?

A54. The contract award date and start date will be contingent on the Bid Date of 4/19/11 and sufficient time to evaluate recommend and put in place the successful bidder. With the bid date being 4/19/11 unless there are problems with the award process it would be anticipated that the award and start date could possibly be accomplished by 6/1/2011, but this is only an educated guess at this time.

Q55. Can the Vendor obtain an electronic/digital copy (Microsoft Word) of the WVDJS010311?

A55. The portion of the RFQ prepared by DJS is available for distribution if this is permitted.

Q56. Will all vendors be provided answers to all written questions submitted by all vendors?

A56. Yes, the answers to all questions will be answered in an Addendum that is posted in the Purchasing Bulletin.

Q57. May vendors submit alternate proposals?

A57. No the RFQ process does not allow for any mechanism to evaluate alternate proposals. However, you may submit two separate bids. Please be sure the bids are marked appropriately.

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE