

REQUEST FOR PROPOSAL

COR61566 – Inmate Comprehensive Health Care and Mental Health

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SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** for the Division of Corrections (hereinafter referred to as the “Agency”) to provide for the delivery of comprehensive Health Care and Mental Health Care Services to those adult incarcerated individuals within the Division of Corrections’ facilities throughout the State of West Virginia in accordance with National Commission on Correctional Health Care (NCCHC) Standards for health services in prisons, American Correctional Association (ACA) Standards, Division of Corrections policies and procedures, and the Affordable Care Act.
2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events:

Vendor’s Written Questions Submission Deadline	01/15/2014
Mandatory Pre-bid Conference	01/08/2014 at 10:00 am
Addendum Issued.....	TBD
Bid Opening Date.....	01/22/2014
Oral Presentation (<i>Agency Option</i>)	TBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- ☐ A pre-bid meeting will not be held prior to bid opening.
- ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

- ☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

January 8, 2014 at 10:00 am

WV Division of Corrections - Headquarters
1409 Greenbrier Street
Charleston, WV 25311

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: January 15, 2014 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ⁵ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: January 22, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 ☒ or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☒ Professional Liability Insurance \$1,000,000.00 per occurrence ☒
- ☐
- ☐
- ☐
- ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ See RFP specifications

☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
see RFP for more information for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** The WV Division of Corrections headquarters is located at 1409 Greenbrier Street, Charleston, WV 25311. However, delivery of services will be in accordance with specified institutions in this RFP.
2. **Background and Current Operating Environment:**
 - 2.1 The WV Division of Corrections manages sentenced adult convicted felons. The intent of this proposal is to provide comprehensive inmate medical healthcare delivery of services to all incarcerated individuals with the exception of the inmates housed at Northern Regional Jail and Correctional Facility and Ohio County Correctional Center. In addition, mental health services will be provided at all Agency facilities. For inmates housed at Northern Regional Jail and Correctional Facility and Ohio County Correctional Center, mental health services shall be provided to parole eligible inmates; parole violators; male diagnostic evaluations; and when requested by the Agency. Delivery of these services must be in compliance with Agency's policies and procedures, NCCHC Standards, and ACA Guidelines. Agency contact personnel during the performance of the contract will be identified and conveyed to the successful vendor upon implementation of services.
 - 2.2 **General Institution and Site Information:**
The following section will contain general information institutional information as well as brief site demographics relevant to each facility which will include geographic location of facility, type of inmate population, average daily inmate census, and facility capacity. See **Attachment D (Attachment D will be added by addendum)** for list of West Virginia Division of Corrections facilities.
 - A. Anthony Correctional Center (ACC) is located at Neola, Greenbrier County on Route 92, near White Sulphur Springs, WV. This facility houses both male and female youthful offenders between the ages of 18 and 26 years who have been convicted of crimes which are not capital offenses and who, in the opinion of the court, would benefit from a less confining rehabilitative program. The period of confinement is between six months and two years. The facility has a total capacity of 220, housing 172 male and female youthful offenders, 24 regular adult commitment females and 24 adult diagnostic male inmates. There is a fully-equipped medical unit onsite, where both medical and dental services are provided. This includes dental x-ray. ACC generally does not provide dentures. If required, dentures can be obtained with cooperation from the dental unit at the Denmark facility. There is also a two bed observation unit. Acute care services are available in Lewisburg, which is within approximately thirty (30) miles of the institution.
 - B. Denmark Correctional Center (DCC) is located near Hillsboro in Pocahontas County. The institution houses medium security adult male inmates. Denmark Correctional Center has a site capacity of 216. Medical and dental, including dental x-ray, and optometry services are provided on-site. There are mobile radiology services available. The

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medical unit contains a two (2) bed observation area, which will be utilized for observation and skilled nursing care that does not exceed twenty-four (24) hours. Inmates whose health care condition exceeds the twenty-four (24) hour limit or the on-site capabilities of this observational area will be transferred to another institution for the receipt of infirmary services. Acute care services are available in Marlinton, which is within approximately fifteen (15) miles of the institution.

- C. Huttonsville Correctional Center (HCC) is located near Huttonsville, Randolph County, approximately nineteen (19) miles south of Elkins on U.S. Route 250. It is a high-level medium security adult male facility with a capacity of 1138. Medical, dental (including dental x-ray), optometry, and non-emergent radiology services are provided on-site. Dentures are also made on-site. The medical unit has isolation capabilities; two negative airflow rooms, and two camera equipped observation rooms. In addition, Agency has a 48-bed minimum security Work Camp located outside of the fence at HCC. All medical services for the work camp inmates will be provided in the medical unit at HCC.
- D. Lakin Correctional Center (LCC), located six miles north of Point Pleasant on WV Route 62, is a multi-security correctional facility and is the only all-female prison in the state. LCC has a current capacity of 482 inmates. LCC has a 12 bed infirmary, including 2 negative air-flow rooms. Optometry and dental services, including dental x-ray, are provided on-site. There is also a Mother/Baby Unit at this facility. Vendor will not be responsible for providing any medical services to the child. However, Vendor shall be responsible to provide any required emergency services for the children. An 8 bed Behavioral Health Unit has recently opened at this site.
- E. Martinsburg Correctional Center (MCC) is located in Martinsburg, Berkeley County. MCC is a 120 bed facility that serves as an intake/diagnostic facility for male DOC inmates. Inmates are evaluated here for 60-90 days before being transferred to the appropriate facility. The medical unit has no observation beds. Limited dental services are provided on-site. No dental x-ray is available.
- F. Mount Olive Correctional Center (MOCC) is located at Mt. Olive, Fayette County. This is a maximum-security facility that houses 1030 inmates. Medical, dental (including dental x-ray), optometry, non-emergent radiology, and inpatient mental health services are provided on-site. The medical unit has a 24 bed infirmary, including 3 negative air-flow rooms. This site also contains 2 dialysis chairs, with actual dialysis services under subcontract. The Mental Health Unit contains 20 beds. Acute care medical services are available approximately 10 miles away in Montgomery. In addition, Agency has a 50-bed minimum security Work Camp located outside the fence at MOCC. All medical services for the work camp inmates will be provided at MOCC.
- G. Pruntytown Correctional Center (PCC) is located at Pruntytown near the city of Grafton in Taylor County. This facility houses 369 minimum and medium security inmates that are within 36 months of being paroled or discharged. Medical and dental services (including

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dental x-ray) as well as optometry are provided on-site. There are 2 observation beds at this facility. Acute care services are available approximately 5 miles away in Grafton.

- H. St Mary's Correctional Center (SMCC) is located three-miles north of St. Mary's on State Route 2 in Pleasants County. This facility houses 554 minimum to medium security offenders, as well as 99 offenders that are part of the RSAT program. Many geriatric offenders, as well as offenders with special needs and/or chronic medical problems are housed here. Medical, dental (including dental x-ray), optometry, and radiology services are provided on-site. There is an 8 bed infirmary, including one isolation room. Acute care services are located nearby in both Sistersville and Parkersburg.
- I. Salem Correctional Center (SCC) is a new Agency facility that is scheduled to open in July, 2013. This facility will be a minimum-medium security facility that houses male offenders. The Center is located in Salem, WV, Harrison County. This facility will have a projected inmate population of 300-400. There is an RSAT unit onsite. Medical and dental, including dental x-ray, and optometry services are provided onsite. The medical unit contains three (3) observation beds, one of which is a negative airflow room. Inmates who require a more acute level of care will be treated at the nearby United Hospital Center.

The following two facilities are not a part of this RFP with respect to the comprehensive healthcare; however, mental health services shall be provided to parole eligible inmates; parole violators; male diagnostic evaluations; and when requested by the Agency.

- J. Northern Correctional Facility is an ACA accredited facility located in Moundsville, WV, Marshall County. NCF is a maximum security facility that houses 253 male offenders convicted of serious crimes against persons and property, or are special management cases. This facility operates under a unit management philosophy and utilizes a team approach to inmate management. NCF maintains a general population as well as a short term segregation unit for inmates found guilty of rule violations and sentenced to serve segregation time. This facility is also responsible for performing male diagnostic evaluations.
- K. Ohio County Correctional Complex is an ACA accredited facility located in Wheeling, WV, Ohio County. OCCC is a minimum security facility that houses 68 male technical parole violators.

Work Release Centers/Residential Substance Abuse Treatment Programs:

Agency has three facilities that are combination Work Release Center and Residential Substance Abuse Treatment (RSAT) inmates. The Work Release Status inmates are responsible for non-emergent medical, dental, radiology, and optometry services. When the Work Release Status inmates are transferred to the work release centers, work release status inmates are medically fit for work, dentally sound (any/all dental treatment complete and on routine 6-month evaluations),

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and are expected to have current prescriptive corrective lenses, if applicable. In order to facilitate continuity of care, when any work release status inmate receiving prescription medication is transferred to a work release center, a minimum of a ten (10) day supply of medication shall accompany the work release status inmate to the work release center, as well as one written prescription for a thirty (30) day supply of medication. This permits the facility staff sufficient time to arrange for an appointment for follow-up care with a local medical provider.

The Vendor shall be responsible for providing onsite medical and mental health services to the RSAT inmates as outlined in this RFP.

- L. Charleston Work Release Center (CWRC), to become Charleston Correctional Center in 2014, is located in Charleston, Kanawha County. This is a minimum security facility that currently houses 66 inmates. Beginning January 2014, inmate population will increase to 130 inmates, with 30 of the inmates being in the Residential Substance Abuse Treatment program (RSAT). Vendor will be responsible for providing onsite medical treatment to the RSAT inmates (medications, laboratory testing, and sick call). In addition to this, limited sick call will be provided to the work release status inmates.
- M. Beckley Correctional Center (BCC) is a minimum-security community correctional facility with a Residential Substance Abuse Treatment Unit (RSAT) located on the grounds of Jackie Withrow Hospital. BCC has a current capacity of 137 inmates: 58 males and 20 females in the Work Release Component and 59 male inmates in the Residential Substance Abuse Unit, (RSAT). Vendor will be responsible for providing onsite medical treatment to the RSAT inmates (medications, laboratory testing, and sick call). In addition to this, limited sick call will be provided to the work release status inmates.
- N. Parkersburg Correctional Center (PBCC) is located in Parkersburg, Wood County. This is a minimum security facility that houses 130 offenders. 30 of these inmates are in the RSAT program. Vendor will be responsible for providing onsite medical treatment to the RSAT inmates (medications, laboratory testing, and sick call). In addition to this, limited sick call will be provided to the work release status inmates.

General:

Vendor will be responsible for providing pharmacy consultation appropriate with West Virginia regulations for all medications at the above Work Release Center/RSAT sites, including Huntington Work Release Center, located in Huntington, West Virginia with only work release status inmates at a capacity of 66 work release status inmates, to include those prescribed by medical professionals for work release status inmates.

RSAT inmates at work release facilities will be provided vaccinations for Influenza and Hepatitis B at no cost.

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In the event that an RSAT inmate should have a dental issue arise that requires treatment, such as filling and/or extraction, the inmate will be transported to the nearest Agency facility, by Agency personnel, with dental capabilities.

3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
4. **Project and Goals:** The project goals and objectives are:
 - 4.1. To provide an ACA and NCCHC delivery of cost efficient comprehensive health care and mental health services to the WV Division of Corrections inmate population as outlined in this RFP.

5. **Mandatory Requirements**

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

5.1.1 **Transition**

Vendor must have proven ability for contract transition with an orderly and efficient startup or contract transition. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within sixty (60) days of the contract start date.

5.1.2 **Comprehensive Health Care and Mental Health Services**

The Vendor shall provide all services necessary to provide comprehensive health care to all inmates under the care and custody of the Agency institutions designated within this document.

The Vendor shall be responsible for the provision of on-site and, when required as Vendor deems necessary, off-site general medical, dental, optometry, and mental health specialty or diagnostic ancillary services.

The services shall also generally include the employment and payment of contractual staff and agencies necessary for the provision of said care.

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The Vendor is expected to provide equipment and supplies necessary for the performance of these health care obligations except as outlined in this RFP.

The Vendor will make every attempt to schedule the delivery of all non-emergent services so as to coordinate within the operations and security schedule of each institution. In the event of a conflict, the security and operations of the institution must take precedence.

5.1.3 Standards of Services

All comprehensive health and mental health care services provided shall be in compliance and accordance with the following:

- All applicable federal legislation;
- All applicable statutes, regulations, rules, and any “standards of care” implemented by the State of West Virginia;
- Any applicable court orders/mandates;
- Policy directives of the Agency;
- American Correctional Association (ACA) current standards
- National Commission on Correctional Health Care (NCCHC) current Standards for Health Services in Prisons
- The Vendor shall provide Agency with the most current copy of the Vendor’s policy and procedure manual, the Vendor’s physician’s medical protocols, and the Vendor’s nursing protocols after award of contract, but prior to commencement of contract services.
- In the event medical detoxification services are necessary, American Society of Addiction Medicine (ASAM) criteria will be adhered to.
- Current PREA Standards.

In the event of a conflict in standards, the highest standard shall prevail.

5.1.4 Work Stoppage

In the event of a strike, slowdown, or full or partial work stoppage of any kind by the employees of the Vendor, the Vendor hereby acknowledges its responsibility to continue to fulfill its obligations under this contract and will indemnify Agency of any reasonable losses it may incur in the event of such circumstances.

5.1.5 Compliance with DOC Policy Directives/Staff Notices

All Vendor employees are responsible for complying with all applicable Agency Policy Directives and Facility Staff Notices/Operational Procedures.

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5.1.6 Accreditation

The Vendor shall maintain all current levels of accreditation, both ACA and NCCHC, held at each institutional site, and NCCHC accreditation and reaccreditation shall be at Vendor's expense. The Vendor will comply with all ACA standards established within each facility. The Agency shall assume all costs associated with ACA accreditation and/or reaccreditation at all sites. Currently, the following locations are NCCHC accredited: ACC, DCC, HCC, LCC, MCC, MOCC, PCC, and SMCC.

The Vendor shall maintain and keep current all documentation that may be necessary for any accrediting audits. Vendor will be responsible for NCCHC re-accreditation costs at all sites:

Date Accredited	Institution
2006	ACC
2006	DCC
2006	HCC
2004	LCC
2007	MCC
2005	MOCC
2006	PCC
2006	SMCC

The following facilities are ACA accredited: ACC, DCC, HCC, LCC, MCC, MOCC, PCC, and SMCC. The Agency shall assume all costs associated with ACA re-accreditation at all sites.

5.1.7 WV Vendors

All contracted medical and mental health services (hospital, specialty referrals, etc.) shall be West Virginia providers, preferably in the community if possible.

5.1.8 Utilities

The Agency will provide all necessary utilities at each institutional site, including phone lines for local calls. The Vendor is responsible for the cost of long distance calls, as well as all other transmittal costs for fax, long distance, etc. Vendor is responsible for all postage costs incurred to provide services. Telemedicine line charges shall be the responsibility of the Vendor.

5.1.9 Maintenance and Housekeeping

The Agency will provide for the general maintenance and housekeeping at each institutional site. This includes cleaning supplies in the areas where the Vendor is to provide health care services. The Vendor is Responsible for ensuring that the cleanliness and sanitation of the medical unit, clinical area, and infirmary area are in compliance with the standards of the medical community in general.

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5.1.10 Transportation

The Agency shall provide for the secure transportation via state vehicle of incarcerated persons for outside medical services to a location within the State of West Virginia, as the Vendor deems necessary and appropriate in order to provide for health care of such person. The Vendor shall arrange and pay for the use of any emergency transportation vehicle, such as ambulances and medically equipped helicopters, as deemed necessary and appropriate for emergency transportation.

5.1.11 Security

It is understood and agreed upon that the Agency shall be responsible for the provision of security to the Vendor's employees and staff and that said security will be provided according to the same standard that is provided to Agency employees. It is further understood that the responsibility for DEA controlled substances and any other health care supplies or equipment that may jeopardize the security of the institution is the responsibility of the Vendor. Inmates 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 inmate patient care, will be provided only on a need-to-know basis.

5.1.12 Inmate Transfers

The Agency reserves the right to transfer any adult inmate within a facility and/or between facilities. If an inmate is physically transferred from one facility to another facility, the facility from which the inmate is transferred is responsible for medical expenses up to the date of transfer, at which time the receiving facility will be responsible for provisions of services in accordance with the contract.

5.1.13 Reports, Statistics, and Meetings

The Vendor shall furnish monthly reports and statistical data in the detail and format specified by the Agency, to include inmate medical co-pay information. A monthly meeting is to be held with the Warden and/or his/her designees and other staff as appropriate to review services provided for the previous month.

5.2.1 Health Care Services

Health care services provided at the expense of the Vendor shall include the following:

5.2.1.1 Administrative services

The Vendor 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 Agency reserves the right to review

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policies and procedures of the Vendor in any areas affecting the performance of its responsibilities under law.

The Vendor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to both the institutional CEO and/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 24 hours of the incident.

The Vendor shall provide the Agency information regarding the inmate co-pay system in a format designed by the Agency regarding the utilization of services. All funds received for health care services shall be deposited into an Agency account.

5.2.1.2 Vendor Personnel

The base compensation shall reflect the Vendor's system-wide complement of staff necessary to provide the health care and mental health services according to the Vendor's proposal. This includes the number of Full-time Equivalents (FTE's), their classification title, and the distribution of staff among facilities.

Agency's current staffing for healthcare and mental health is attached as **Attachments E-1 and E-2. (Attachment E-1 and E-2 will be added by addendum.)**

The Vendor shall provide adequate qualified medical/mental health staff for the provision of the aforementioned health care services in compliance with NCCHC standards. The attached current staffing exhibit outlines the required minimum staffing levels.

The Vendor must submit a proposed staffing plan for the delivery of services delineated within the RFP. The Vendor shall cover periods of absences necessitated by vacations, holidays, and sick leave. The Vendor will comply with all keeping requirements set forth by the Agency to ensure that the integrity of the staffing plan is met.

The Vendor shall be responsible for providing educational services for all health services staff. The Vendor's contractual relationship with qualified health care professionals shall provide for support of continuing education activities required for maintenance of licensure. All qualified health care professionals are required to participate in annual continuing education.

The Vendor 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, pharmacy, DEA registration, and licenses and registration with appropriate state boards. The Vendor shall provide the Agency with current resumes and licenses, required by state statute, on all applicable qualified health care professional employees as well as those subcontracted, if

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applicable, professional employees. All qualified health care professionals shall possess unrestricted licenses.

All persons working within any unit covered by the contract, whether Physician (MD, DO, DDS or otherwise), RN, LPN, nurse practitioners, nursing assistants, physician assistant, or any other individual providing health care shall be insured by the contractor to the same limits as required of the contractor and such insurance or coverage shall be paid for and provided by the contractor.

In order to be assigned to a facility under the control of the Agency, all contracted and subcontracted employees must pass a background investigation conducted by the Agency or its designee. Such investigation shall be the equivalent of the investigations conducted for all Agency applicants. Health professionals who have been convicted of a felony in accordance with any State or Federal law are unacceptable. The Agency shall reserve the right to delay employment of any proposed staff member without cause.

The Vendor agrees to require all newly hired employees to attend a 40 hour training and orientation program provided by the Agency. When such a training program is available, the Vendor shall require such employees to be in attendance prior to engaging in the delivery of health care services within the correctional setting. If training is unavailable, the institutional CEO may grant a waiver until the next training class convenes. The 40 hour training and orientation, as well as annual in-service training, will be provided on-site at each location. Vendor will be responsible for ensuring there is no lapse in service to the institution during any training.

The Vendor shall require all employees to be in attendance at annual in-service security training. Cost of this training, with the exception of wages, travel, and incidental costs are to be incurred by the Agency. Professional training hours may be substituted for a portion of the required institutional annual in-service, as approved by the Agency.

With respect to those employees and subcontractors engaged by the Vendor, the Agency, at its sole discretion, reserves the right to request random drug testing and to demand the immediate dismissal and replacement of any individual who fails said drug screening or who has violated the rules and/or regulations of the Agency, or who poses a risk or threat to the security of the institution. Agency shall provide written documentation to substantiate its demand for immediate replacement of the Vendor's employees or subcontractor. The employee will not be formally dismissed until there has been discussion between the Agency and the Vendor regarding the rationale for the Agency's request.

The Agency reserves the right to reassign FTE's among the various sites throughout the state based on need and site mission. The Vendor, with sufficient justification, may also request the reassignment of FTE's throughout the state. The Agency will consider and approve or disapprove the request.

In the event Agency opens new; expands existing facilities; changes an institution's operations; or receives mandated court orders, the Vendor agrees to provide services based on the needs of the

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Agency. This will be accomplished through a change order to the contract, based on needs and negotiated costs.

All individuals involved in the direct care of infirmity-level inmates shall be qualified health care professionals. Inmates are not to be involved in treatment decisions, confidential health information, or medication administration. Inmates shall not provide any hands-on care or medical care.

5.2.1.3 Vendor Services Provided to Agency Staff

The successful vendor will offer/provide the following health care services to Agency staff at each institutional site:

- The scheduling and performance of a limited medical examination for all applicants for employment with the Agency, to include a two-step tuberculin skin test, within 5 days of request. In the event of a positive tuberculin skin test, the Vendor will assume responsibility of obtaining a chest x-ray to confirm. The x-ray may be done on-site if capabilities are available, or at an outside facility.
- The scheduling and performance of annual, limited medical examinations for all Correctional Officers;
- The provision for all Agency employees of an annual two-step tuberculin skin test. In the event of a positive tuberculin skin test, the Vendor will assume responsibility of obtaining a chest x-ray to confirm. The x-ray may be done on-site if capabilities are available, or at an outside facility.
 - These exams will be at no charge to the employee or Agency. Testing for BCC and CWR will take place at MOCC. Testing for HWR will take place at LCC.
 - The Vendor shall provide emergency/first aid services to any staff member who becomes ill or injured while on duty as outlined in the Emergency Health Services section of this document.
 - The Vendor will offer and provide Hepatitis B immunizations to all Agency institutional staff who so desire vaccination at no charge to the Agency or employee.
 - The administration of the influenza vaccine shall be offered to all staff. The cost of this vaccine shall be at no cost to the Agency or employee.
 - Provide training to staff in areas identified to be in need in which health care staff demonstrate expertise or as requested by the CEO of the institution. Examples of such include infectious disease and hazardous material clean up.
 - Agency employees, contractual employees, official institutional guests, and institutional visitors shall be provided emergency health services if necessary by the Vendor at no cost to the individual.

See **Attachment F** for Agency Staff Turnover Rate. (Attachment F will be added by addendum).

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5.2.1.4 Emergency Offender Health Services

Emergency Health Services will be provided at contracted facilities by qualified health care staff and in accordance with NCCHC and ACA standards. The Vendor shall make provisions and be responsible for all costs for 24 hour emergency medical, dental, and mental health care including, but not limited to 24 hour/7 days per week on call services. The Vendor shall ensure availability of emergency treatment through prearranged agreements with community agencies. The Vendor will coordinate all emergency transfers with facility staff.

All contractual sites will have, at a minimum, appropriate qualified health care professional staff on-site 24 hours a day, 7 days a week. This may also necessitate the physician's return to the site location after regularly scheduled hours. This must be in accordance with NCCHC and ACA standards.

5.2.1.5 Disaster Plan

The Vendor will adopt and have in place within 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 and NCCHC standards of care. All health care staff shall be trained in their roles within the context of this plan.

The Vendor shall provide the institutional CEO's with a copy of the plan, as well as a contact list for recall of key health care staff and qualified health care professionals.

5.2.1.6 Non-Emergent Health Services:

5.2.1.6.1 General Provisions

All non-emergent health care services shall be in accordance with ACA and NCCHC standards of care. The Vendor will work with the Agency to coordinate the provision of these services within security parameters.

5.2.1.6.2 Inmate Screening/Assessment

All receiving and transfer screenings, mental health screenings, and health assessments shall comply with the guidelines delineated in the most current ACA and NCCHC Standards for Health Services in Prisons.

5.2.1.6.3 Sick Call

Sick call shall be conducted within the parameters of ACA and NCCHC standards. During normal operations, sick call will be conducted in the designated medical unit for general population inmates. Offenders housed in segregated units may be handled within their unit, or at specified times in the medical unit. A primary care physician shall be on-site providing direct patient contact. The standard for direct patient contact is not inclusive of the time required for

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administrative tasks, such as chart reviews, cosigning charts, reviewing diagnostic reports, and attending meetings. Additionally, the physician/patient ratio will be increased in certain institutions, such as those with large numbers of inmates in segregation or those with a high number of chronically ill, frail/elderly, or high acuity level inmates.

The Agency will coordinate facility sick call schedule with the vendor. Although this schedule will be given priority, the security needs of the facility shall prevail.

The Agency will provide sick call forms and secure collection points. The Vendor shall retrieve sick call forms. A Registered Nurse will triage all collected slips the same day that they are received and record the date and time of triage.

Those sick call slips asserting a medical complaint considered to be an emergency or time sensitive shall be responded to immediately. Immediate referral to a Clinician on-site or on-call shall occur. Those sick call slips determined not to constitute an emergency shall be scheduled for a sick call clinic so that the inmate is seen within 48 hours if submitted Sunday through Thursday, or 72 hours if submitted on Friday, Saturday, or a holiday. The Vendor must collect sick call slips daily at any facility for which 24/7 staffing is provided. For facilities where the Vendor does not provide 24/7 staffing, sick call slips should be collected daily Monday through Friday, except for state recognized holidays. However, in no instance shall the Contractor fail to collect sick call slips for more than three consecutive days.

For the General Population, the Vendor shall operate sick call clinics no less than five days a week (Monday through Friday, including holidays). On state holidays, staff shall triage sick call slips to identify acute and urgent/emergent inmate complaints and treat such as needed, up to and including referrals to off-site providers or community hospitals. For non-emergency sick call slips submitted by inmates that the nurse could not manage, the inmate shall be placed on the sick call schedule for the next available day. Sick call hours shall be posted on each medical unit, and be of such duration that all inmates have been seen.

All documentation of sick call encounters shall be made the same day, including missed appointments and refusals. All refusals must be documented and a refusal slip must be signed by the inmate.

Each sick call clinic shall continue operation on that day until it is completed; i.e., when each inmate scheduled to be seen during that sick call clinic and who shows up for the appointment has been seen. There shall be no "backlogs" of inmates to be seen in sick call. Same day referrals from triage (emergent complaints) shall be seen during a clinic session on the same day the inmate appears for services.

The Vendor is responsible for providing sick call to inmates in segregation that is equivalent to the sick call services available to the general population.

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A Registered Nurse or higher shall conduct rounds in each segregation unit daily and will speak with each inmate housed there to determine if there are any medical needs. Rounds shall be completed during inmate waking hours and in conjunction with security's ability to provide escort.

Chronic Care Clinic

The Vendor shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize decompensation and/or complications of diseases/conditions.

Chronic care conditions include chronic medical problems such as asthma, diabetes, epilepsy, hypertension, cardiovascular and infectious diseases (HIV/AIDS, TB, hepatitis, etc.), and other disabilities or conditions related to aging, terminal illness, etc.

All chronic care clinics shall be documented.

5.2.1.6.4 Dental Services

Dental care services are to be provided in accordance with ACA and NCCHC standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the State of West Virginia.

Dental laboratory services and all prosthetics shall be the responsibility of the Vendor. If an inmate has been edentulous for some time before being admitted into the custody of the Agency, and evaluation shall be made on an individual basis to determine the need for prosthetic devices and/or dentures.

Pursuant to court order, dental prosthetics for cosmetic purposes, specifically front teeth replacement, shall be provided at least six (6) months prior to the first possible release date.

Vendor will provide dental services, such as fillings and/or extractions, to RSAT inmates housed at work release centers. Inmate will be transported to the nearest Agency facility with dental capabilities.

5.2.1.6.5 Optometry Services

Optometry examinations and treatment shall be provided on-site at every correctional center with the exception of MCC and ACC, so as to adequately attend the needs of all inmates. Adult commitments assigned to ACC shall be transported to DCC for optometric services as medically determined. The Agency will provide security transportation at no cost to the Vendor. Agency will provide all equipment necessary for these on-site services at all locations. Treatment and care beyond the scope of expertise of the optometrist shall be referred to an off-site specialist.

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Generally, inmates who have 20/40 vision or better, and at least one eye uncorrected with neither eye being less than 20/40 corrected will not be issued corrective lenses unless he/she presently wears corrective lenses or has worn corrective lenses within the last 2 years.

An indication of need for further examination would be if the visual acuity is not at least 20/40 or if the intraocular pressure is above 20. Furthermore, if a disease process merits visual evaluation, additional follow-up and treatment will be performed. Routine eye examinations will be performed every two years in accordance with NCCHC standards.

Inmates 50 years of age or older, or persons with a suspected or confirmed diagnosis of Diabetes or severe vascular hypertensive or lipid disorders shall be afforded the opportunity to be examined by an Optometrist on an annual basis.

In the event of identification of a special need which arose prior to the defined frequency intervals, such as traumatic injury, disease, or disorder which impacts vision, the inmate may be evaluated by the Optometrist more often than specified herein and referred to an Ophthalmologist based upon demonstrated clinical need.

The Vendor shall not be responsible for any treatment or care involved in the use of contact lenses. Inmates who opt for use of contact lenses will be solely responsible for the purchase, care, and maintenance of said items.

There shall be no sunglasses or tinted lenses unless medically indicated; that is, the inmate's ophthalmologic integrity would suffer or be compromised without the use of these lenses.

5.2.1.6.6 Auditory Services

Auditory services will be provided as follows:

A hearing examination will be performed by a licensed audiologist when indicated by the results of health appraisals or assessments. Vendor is responsible for the purchase and provision of hearing amplification devices and batteries, and for any repairs to hearing amplification devices, unless it is evident that the impending repair is the result of intentional misuse. If the aforementioned is the case, then the inmate will be responsible for the cost of repairs.. If a hearing amplification device is indicated, the Vendor will not be expected to render payment for more than one amplification device per person per 3 year period, unless medically required.

5.2.1.6.7 Referrals to off-site health care providers

All off-site referrals shall be at the expense of the Vendor and are to be applied towards the catastrophic capitation limit. The Vendor shall make referral arrangements per a Utilization Management Plan for off-site specialty treatment and care for those inmates whose health condition warrants the same, or for those problems which may extend beyond the capabilities of the primary health care provider.

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All off-site referrals shall be coordinated with Agency institutional staff. The Vendor shall endeavor to consolidate the scheduling of appointments and services for inmates with community physicians, hospitals, and other health care providers and services. Every effort shall be made to minimize the impact upon security staff that must transport and provide custody to inmates during off-site referrals. There may be rare occasions, due to the non-availability of transportation vehicles, that non-urgent appointments must be rescheduled. The Agency shall make every effort to accommodate all off-site referrals.

5.2.1.6.8 Pharmaceutical Services

Pharmaceutical services shall be provided in accordance with NCCHC and ACA standards. The Vendor shall develop a proposed formulary and submit a copy thereof to the Agency for review. It is recommended that the formulary is utilized for the majority of prescribed medications.

The Vendor shall be responsible for the provision of all necessary pharmaceuticals, to include prescription and nonprescription, to the institution. Pharmaceuticals are expected to be procured in a timely and expedient manner. Prescribed pharmaceuticals must be available for administration the next day following order transcription, excluding Saturday, Sunday, and/or Holidays.

The Vendor 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. There shall be a procedure for the timely acquisition of newly prescribed, stat, and emergent pharmaceuticals.

When there is no staff pharmacist, the Vendor 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 program of self-administration of medications, referred to as “keep on person” or KOP, with strict accountability will be implemented among those inmates who meet program criteria as mutually agreed upon by the Vendor and the Agency. No federally DEA controlled medications, psychotropic, injected medications, or medication for the treatment of AIDS or preventative tuberculosis therapy shall be dispensed through the use of the KOP program. All KOP medications will be packaged utilizing the “unit dose” system. Inmates who demonstrate non-compliance or lack of responsibility shall be removed from the program.

In order to facilitate continuity of care, whenever an inmate receiving prescription medication is discharged, paroled, or transferred from the Agency system, a minimum of a 10 day supply of medication shall accompany the inmate, as well as, one prescription for a 30 day supply of non-controlled medication. This permits the inmate or the receiving facility sufficient time to arrange for follow-up care.

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5.2.1.6.9 Infirmary Care

Infirmary care shall be provided at the following institutions: MOCC, SMCC, and LCC. All infirmaries shall conform to ACA and NCCHC standards of care. The Vendor shall utilize the infirmary to its fullest extent within appropriate health care standards. The infirmary shall be staffed 24 hours per day, 7 days a week by sufficient and appropriate qualified health care professionals in order to provide skilled nursing care to those inmates whose health conditions merit such care.

Infirmary care shall adhere to the following guidelines:

1. A physician must be on call 24 hours per day/7 days a week.
2. Infirmary is to be supervised by a staff RN who is to be present daily for each shift.

5.2.1.6.10 Radiology Services

All routing radiology services are to be provided on-site by the Vendor's radiology technician at those facilities which have radiology units. Radiology services for those sites which do not have radiology units, will be provided either through mobile units or off-site. All supplies and materials necessary for the provision of on-site radiology services shall be the responsibility of the Vendor as well as fees of mobile and off-site units.

All emergency radiographs are to be performed and interpreted at the community facility. For procedures that are beyond the capacities of on-site equipment, the inmate will be transported to an off-site referral facility capable of performing the diagnostic procedure at the expense of the Vendor and are to be applied towards the catastrophic capitation limit.

In the event that on-site radiology equipment becomes inoperable, the Vendor shall arrange for appropriate temporary radiology services until such time that the existing equipment is either replaced or repaired at the Agency expense. The Agency will incur those temporary radiology costs during the period in which the on-site equipment is inoperable.

5.2.1.6.11 Laboratory/Diagnostic Services

Routine laboratory/diagnostic services shall be provided by the Vendor at all contractual sites. Services should include laboratory/diagnostic supplies, capability for lab pick-up and deliver daily (Monday through Friday), printer to provide test results at each institution, reporting capability within 24 hours; and personnel capable of performing the appropriate collection procedures. Laboratory/diagnostic services may be subcontracted by the Vendor at the Vendor's expense and shall comply with all State and Federal standards.

All routine laboratory results shall be reviewed in a timely manner to ensure proper treatment and follow-up care. A procedure for timely communication of any grossly abnormal results or "critical" laboratory values shall be implemented. A record of the date and time of this communication, as well as resulting intervention orders are to be documented in the inmate health

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care record. It shall be the responsibility of the qualified health care professional receiving the lab results to ensure that appropriate intervention is initiated.

5.2.1.6.12 EKG Services

The Vendor shall provide EKG services, equipment, and supplies at all contractual facility sites. EKG services shall include at a minimum:

1. Training and orientation of all qualified health care professional staff.
2. Printed EKG rhythm strip and computerized interpretation report within 10 minutes.
3. Cardiologist over-read with immediate response for those abnormal designated for over-read by the Medical Director.
4. Equipment maintenance and service within 24 hours of repair request.

5.2.1.6.13 Long Term Care

The Vendor shall assist the Agency in the identification, planning, and care for those offenders who may require skilled nursing care for assistance with one or more “activities of daily living” or “ADL’s”.

5.2.1.7 Mental Health Services

Mental health services for offenders may be subcontracted to a single vendor. The delivery of mental health services shall be in accordance with NCCHC and ACA standards of care. Mental health policies and procedures guiding services for the individual contracted sites shall be in place sixty (60) days after award.

The mental health professionals **shall** provide or be responsible for, at a minimum:

Substance Abuse and Sex Offender Counselors

Vendor shall provide substance abuse and sex offender counselors, as required, to meet the counseling needs of paroled offenders and inmates as requested by the Agency.

Psychological Services

1. Diagnostic Evaluations – The completion and submission of a typewritten, court ordered Diagnostic evaluation comprising personality, academic and intellectual functioning and neurological screening with interview, in an approved format and within time frames.
2. Intake/Classification Evaluations – The interviewing, completion and submission of a typewritten Intake evaluations comprising personality, academic and intellectual functioning, neurological screening and sex offender assessment interpretation with

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interview. The evaluation report **shall** also address criminogenic risk/need, responsivity and addiction severity and **shall** be provided in an approved format within time frames.

3. Parole Update/Parole Violator Update – The completion and submission of a required, psychological update report to include an interpretation of new testing, interview, file review and assignment of written psychological stability in an approved format within time frames.
4. Segregation Evaluations and Mental Health Updates – the completion and submission of a written segregation assessment, quarterly updates and required weekly cell checks to monitor current functioning within time frame and approved format.
5. Segregation Hearings and Quality of Life Programs/Special Management – Participation in hearings and meetings to review status of offenders placed in segregation, administrative segregation and quality of life status while housed in the segregation units as set forth in Agency policy and facility procedure.
6. Individual Therapy – The provision of individual therapy upon the referral of the psychiatrist.
7. Group Therapy – The provision of group therapy upon the referral of the Agency staff or as appropriate.
8. Crisis Intervention – The provision of crisis intervention either by referral or by observable behavior, including suicide risk assessment and management.
9. Critical Incident Debriefing – Participation in offender incident debriefing as requested by the Agency.
10. Sick Call Requests – Coordinate with the medical department to respond to inmate sick call requests within twenty-four (24) hours; and to an offender crisis sick call upon receipt.
11. Additional MH Information – Responsible to provide additional information to include but not limited to monthly statistical reports and surveys at the request of the Agency.
12. The completion and submission of a required psychological update report to include an interpretation of new testing, interview, file review, and assignment of written psychological stability within timeframe and in approved format.
13. Provision of additional mental health information and/or evaluation at the request of the Agency.

Additionally, the Agency will conduct social/summary admission interviews, perform specified diagnostic testing and compile legal information on newly received offenders. This data will be provided to the psychologist.

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It is the mental health provider's responsibility to provide a sufficient number of WV Board of Psychologists (WVBEP) licensed psychologists to provide appropriate clinical supervision of all psychologists employed pursuant to this contract.

The Provider may utilize the services of a qualified Therapist to perform all or part of the following tasks; weekly segregation rounds, individual and/or group therapy, crisis intervention, and response to inmate sick call requests.

Psychiatric Services:

- 1) The Psychiatrist must be board certified to practice adult psychiatry in the state of WV and have a minimum of three (3) years of experience working in a correctional system.
- 2) A Psychiatrist shall prescribe, monitor, and review psychotropic medications, pursuant to established time frames. Monitoring may include face to face interviews in order to adjust diagnosis and/or chart adjustment to medication. Face to face interviews may be accomplished via electronic means.
- 3) The Psychiatrist shall provide a treatment plan with an Axis Diagnosis and recommended plan of follow up.
- 4) The Psychiatrist will participate in medical treatment reviews to permit the involuntary use of medications and therapeutic restraints for an offender requiring psychopharmacological treatment and who, by well documented history of mental illness and violence, presents serious risk of danger to self, others, or property.
- 5) The Psychiatrist shall consult with Medical, Mental Health, and Agency staff in the management of suicidal inmates, therapeutic restraints, and forced medications.
- 6) The Psychiatrist shall provide consultation with face to face interview and provide a treatment plan with documented diagnosis on all Axes with recommended follow-up. A face to face interview may include an interview utilizing electronic means.
- 7) The Psychiatrist will act in compliance with all applicable standards of the Agency and with all licensing standards of the applicable licensure boards and authorities.
- 8) The Psychiatrist shall perform the following for the Mental Health Unit at MOCC:
 - a) Admissions and discharges;
 - b) Oversight multi-disciplinary treatment team meetings;
 - c) Diagnosis and written approval of treatment plan;
 - d) Availability for consultation and/or crisis intervention at all times.
 - e) Charted weekly observation of inmates housed on the unit.

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In the absence of a Psychiatrist, the site physician will assume these responsibilities, within the scope of the practitioner's license. The contractual site physicians will also refer offenders as appropriate for psychiatric evaluation.

Mental Health Unit – Mt. Olive Correctional Complex (MHU-MOCC)

Acutely male mentally ill offenders may be transferred to MOCC-MHU for intensive mental health assessment and stabilization. The Psychiatrist and Mental Health Director shall be informed of and approve all transfers prior to the inmate movement to the MHU.

The Vendor and the Mental Health Provider are solely responsible for the development and implementation of mental health services and the provision of qualified mental health staff for the mental health unit at MOCC. The Vendor and the Mental Health Provider will coordinate coverage and the MHU will be staffed twenty-four (24) hours/day, seven (7) days/week by qualified health professionals to monitor mental health status of offenders on the Unit. Those staff assigned to this unit shall be qualified and shall have extensive experience and knowledge in the care of mental health clients.

Admission criteria to the Mental Health Unit:

- Axis I diagnosis;
- Imminent risk for injury to self or others.
- Actively psychotic and unable to function in lesser secure unit;
- Imminent risk for acute medical status deterioration due to the presence and/or treatment of an active psychiatric symptom.
- The severity of the disorder and/or impairment of developmental progression require a supervised, structured, and supportive therapeutic milieu.
- Demonstrate impaired functioning that precludes the offender from adequately maintaining in a less structured or segregation setting;
- Acute serious deterioration of the individual's baseline ability to fulfill age-appropriate responsibilities to the extent that behavior is so disordered or bizarre that it would be unsafe for the individual to be treated in a lesser level of care;
- There is an active psychiatric disorder that can be more effectively treated to decrease the offender's suffering.
- Developmentally delayed and/or traumatic brain injury that the offender is unable to effectively provide self-care and is a potential health risk to themselves and/or others and unable to fulfill age-appropriate responsibilities.

In addition to psychiatric intervention, a comprehensive, multi-disciplinary treatment team will be established and maintained for each offender on the MHU at MOCC by the Subcontractor. All treatment plans will be developed in a manner that is consistent with reintegration of the offender back into general population. Qualified mental health professionals will be assigned to the unit to meet the individual needs of each offender and may include: individual therapy, group therapy, recreational and socialization activities, education on mental illness and related medications,

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symptoms and behavior management. All services provided on the MHU will adhere to social learning and cognitive behavioral approaches.

Treatment Programs

The mental health provider shall provide a 1.0 FTE Program Mentor whose sole duty and responsibility shall be for areas of assignment for all Agency sites. The areas include: program development, quality control of programming, consultation and communication and professional development of Agency staff. The program mentor shall liaison extensively with the Agency Director of Programs to fulfill Agency programming goals. A role description for this position is included in **Attachment G. (Attachment G will be added by addendum).**

The Program Mentor, at a minimum, must be credentialed as follows: Licensed Professional Counselor, Approved Licensed Professional Supervisor, WV Certified Clinical Addiction Counselor, and Certified Counselor Supervisor. The Program Mentor shall be responsible to provide curriculum development and training for Agency staff for the following Agency approved programs: Aladrue, Batterers Intervention and Prevention Programs (BIPPS), Crime Victim Awareness (CVA), Domestic Violence Intervention and Prevention (DVIP), Managing My Anger, Sex Offender Curriculum (SOPI, II, III), and Trauma Groups. The DVIP and Trauma Groups are specific for the Lakin Correctional Center. Prior approval shall be required by the Agency concerning additional program areas.

The Provider shall provide assistance with continuing education credits through the appropriate approved licensure and credentialing boards in West Virginia. The Provider shall provide qualified Therapists to facilitate the Agency approved Sex Offender treatment program for the following facilities: Anthony Correctional Center, Denmark Correctional Center, Huttonsville Correctional Center, Lakin Correctional Center, Mount Olive Correctional Complex, and St. Mary's Correctional Center.

The Provider shall provide qualified Therapists to facilitate the Agency approved Trauma and Women's Batterer's Intervention Prevention (DVIP) Programs for the Lakin Correctional Center. The minimum qualifications for the Therapist position and program descriptions for the agency approved programs are contained in **Attachments H-1 and H-2. . (Attachments H-1 and H-2 will be added by addendum).**

Training

The Contractor is responsible for the provision of approved training programs related to mental health issues and medical staff and to the Agency staff. Additionally, the Mental Health Provider employees shall attend all required specialized training programs as specified by the Agency.

Use of Interns

The use of student interns may be permitted by the medical and/or mental health providers with Agency knowledge and approval. Students shall be subject to security clearance and required on-

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site training as specified by the Agency. Students must work within the placement agreement with responsibilities assigned by knowledge and permission of the Agency.

Student Interns may NOT:

- Provide any emergency medical or psychiatric/psychological crisis intervention services;
- Perform any direct clinical services that a Vendor employee is responsible for completing;
- Act without a supervisor present guiding the delivery of services.

Behavioral Health Unit (BHU) – Lakin Correctional Center (Female Facility)

This unit provides mental and behavioral health services and interventions in an individualized contextual manner with the goal of promoting improved offender safety and functioning to give the offender the opportunity to function in the general population and the community upon release. The BHU will serve as a proactive program that provides care for special needs inmates who require close supervision or multidisciplinary care.

A. Admission Criteria:

- Functional Level – Unable to maintain in the general population for mental health related reasons;
- Chronic behavioral difficulties that have not been mitigated by use of SEG & AD SEG that prevent inmate from maintaining in general population. AD SEG Committee indicates that inmate may be at a place where they are open /susceptible to doing some work on improving their behavior
- Step down from suicide watch in the medical unit;
- Psychosis stabilization (basic psychotic disorders or mood disorders, self-mutilation, aggressive mentally ill, post-traumatic stress disorders);
- Behavioral observation for differential diagnosis.

5.2.1.8 Hospitalization

All inmates who require hospitalization will receive such care within the appropriate type of licensed facility warranted by their condition pursuant to standards. Inpatient health care facilities utilized by the Vendor must meet the legal requirements for a licensed general hospital within the State of West Virginia.

5.2.1.9 Medical Records

Medical records shall be managed according to ACA and NCCHC standards. Agency shall possess sole ownership of all inmate medical records. The Vendor will utilize the medical record format and standard Agency medical record forms as specified by the Agency.

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5.2.1.9.1 Confidentiality of Health Care Record

Active health care records shall be maintained under secure conditions and separately from confinement records pursuant to standards. Access to active inmate records is controlled by the health care authority. The Vendor shall not deny the Commissioner of the Agency or his designee, or the Institutional CEO or his/her designee access to such records for examination and/or photocopying.

5.2.1.9.2 Inmate Transfer

In the event that an inmate is transferred to another facility within the Agency, the entire inmate health record shall be transferred with the inmate in the care and custody of the senior transporting officer. When the decision has been made to transfer the individual, the medical department shall alert the receiving facility and inform them of any pertinent medical information.

5.2.1.9.3 Release of Health Care Information

Detailed health care information shall only be released to an outside agency only upon written authorization from the inmate. Exempt from this policy is the pertinent health care information necessary for any off-sit consultation/specialty referral.

5.2.1.9.4 Record Retention

Inactive medical records shall be sealed, properly identified, and archived in the central storage area with the balance of the inmate's confinement record. Retention of these documents shall be for the legal requirements of the State of West Virginia, or other jurisdiction, if applicable.

5.2.1.9.5 Transfer of Health Care Information

In the event that an inmate is transferred to a correctional facility outside of the jurisdiction of the Agency, an inmate health care summary sheet shall accompany the inmate.

5.2.1.9.6 Data Mining

The Vendor shall provide a method of "data mining" for collection and analyzing of medical information to assist in the identification, treatment, and reporting in order to provide a predictive model for risk management.

5.2.1.10 Materials, Supplies, and Equipment

Vendor shall supply all materials and supplies necessary to perform the provisions of this RFP. The Vendor shall provide prosthetics (spectacles, dentures, artificial limbs, hearing aids, etc.) and orthotics (braces, splints, shoes, etc.) deemed necessary by the appropriate clinician. All prosthetic appliances deemed necessary by the appropriate clinician shall be provided by the Vendor. The Vendor shall repair or replace appliances and aids, if medically necessary, that

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inmates may have upon intake. This shall include any type of nutritional supplements deemed necessary by the clinician. A special diet is not considered a nutritional supplement. The Vendor shall provide all other aids to impairment deemed medically necessary and ordered by the Vendor.

All current medical equipment onsite at each facility owned by the Agency shall remain the property of the Agency. Agency shall repair and/or replace all currently owned medical equipment when the need arises. Vendor shall supply all other office and/or medical equipment necessary during the term of said contract. Upon expiration or cancellation of said contract, Vendor shall retain ownership to all equipment purchased by vendor and shall remove the equipment from Agency's property at Vendor's expense. Vendor shall be responsible for any and all equipment rental or leasing fees for equipment it deems necessary to fulfill its obligations of this contract.

The Agency warrants that it has examined the inventory lists of the Agency-owned health care equipment. The Agency represents that unless otherwise noted, all listed equipment is in functional working order. If and when Agency's equipment requires repair and is inoperable, Agency shall be responsible for the equipment rental fees and the repair costs of the inoperable Agency-owned equipment.

Vendors are encouraged to examine all onsite medical equipment. An inventory of all onsite medical equipment is detailed on **Attachments I-1 through I-11. (Attachments I-1 through I-11 will be added by addendum).**

5.2.1.11 Disposal of Biomedical Hazardous Waste

The Vendor 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. This includes 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 Vendor shall take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers. 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.

The Vendor will be responsible for utilization and cost associated with the services of a biomedical waste disposal company. It is the responsibility of the Vendor to arrange for routine disposal of these waste materials by said disposal company.

The Vendor is also responsible for the training of all staff, including W DOC, in the proper handling and disposal of biomedical waste material. In addition, the Vendor shall comply with all applicable laws and record keeping involving the handling and disposal of biomedical waste material.

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5.2.1.12 Area and Informational Security

Without exception, it is the responsibility of the Vendor to ensure that all work areas, equipment, and supplies are kept secure, and that any information pertaining to security matters and inmate health care is properly controlled.

Not inmate or visitor is to be left unattended or unobserved within any treatment or procedural area at any time. The Vendor shall control entry and access into its assigned work areas. Areas that provide for the storage of medications, instruments, or sharps are to be kept locked at all times. Non-vendor personnel shall not be left unattended in these areas. Inmates shall not be permitted access to these areas.

Inmates and/or family members shall not be notified in advance of the date or time of any off-site appointment. Information relating to patient out-trips/transfer will only be provided to security and/or other personnel on a need-to-know basis.

5.2.1.13 Inmate Health Education

The Vendor shall provide health education and training in self-care skills to inmates. Topics for health education may include, but are not limited to, personal hygiene, nutrition, physical fitness, methods for self-examination and disease prevention, chemical dependency, sexually transmitted diseases, stress management, prenatal care, and chronic disease education. Methods for health education may include individual instruction, classes, group discussion, videotapes, pamphlets, and/or brochures. The Vendor must provide health educational services.

In the interest of the public health of the community, the Vendor shall participate in any state or federal programs (pilot) that will assist Agency in further promoting public safety. Technical assistance and training shall be made available for nurses conducting HIV, STD, and Hepatitis counseling, testing, and referral services.

Vendor shall deliver at intake, during inmate orientation, and prior to release, a formal infectious disease education class.

In accordance with the Federal Prisoner Re-entry Initiative, medical referrals for chronically ill offenders shall be made to general practitioners in the community of the offenders intended release. Referral services shall be conducted prior to release and include: locating general practitioners who are willing to accept offenders as a new patient and the transfer of all applicable medical records to that general practitioner. All action taken on behalf of the offender must be documented.

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5.2.1.14 Catastrophic Capitation

The Vendor shall be responsible for medical obligations incurred up to the below listed limitation:

\$5,000 for the treatment of any one person with a single injury or illness with consistent primary diagnosis.

The Agency shall be responsible for costs exceeding the above limitations. However, the Vendor shall remit payment to the appropriate community providers in excess of the capitation and submit documentation to Agency for reimbursement. The Vendor shall invoice the Agency on a quarterly basis for reimbursement of the costs exceeding the above limitations.

In the event of contract renewal by both parties, these limits are a capitation figure as delineated per each contract year. Capitation figures are not to be construed as a total for the initial year in addition to subsequent renewal periods. The capitation limits will follow the inmate throughout the system.

5.2.1.15 Medical Payments

WV State Code 25-1-4 establishes payments to outside providers of medical care for inmates at 73% of billed charges, provided that critical access hospitals shall be reimbursed at 85% of billed charges. Vendor must comply with this law. This payment structure of 73% of billed charges applies to all medical care services, goods, and medications provided to a person who is in the custody of a correctional facility and is provided those services outside of said facility.

This law also provides, effective July 1, 2008, that the Vendor may not pay an amount to an outside provider of a medical service for a person residing in a correctional facility greater than the reimbursement rate applicable to service providers established by legislative rule of the Bureau for Medical Service within the Department of Health and Human Resources: Provided that the critical access hospitals shall be reimbursed at 75% of the billed charges. These limitations apply to all medical care, services, goods, and medications provided to a person who is in the custody of a correctional facility, and is provided these services outside of said facility. Vendor will be responsible to remit payment for any of the above services in accordance with the applicable reimbursement rates set forth by Bureau for Medical Services within the Department of Health and Human Resources.

The Vendor shall re-price/adjust all medical services invoices at the WV Medicaid rate prior to payment, this includes any invoices Agency may be responsible for paying. Once adjusted, Vendor shall remit payment to the medical provider or return the invoice to the Agency within fourteen (14) days if the Agency is responsible for paying said invoice.

The Vendor is responsible for the timely payment of all claims by offsite hospital or specialty care to Agency's inmates pursuant to referral by the provider and in emergency cases. Any legal action, late fees, interest, etc. for unpaid claims or partial claim payment shall be the exclusive

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responsibility of the Vendor. This responsibility survives the life of this contract for any services that were performed at any time while the contract was in effect.

Upon expiration or termination of said contract, the Vendor shall remain responsible for the payment of any medical services rendered during the term of the contract.

Affordable Health Care Act: The Vendor shall assist the Agency in the implementation of the Affordable Care Act/Medicaid Expansion.

Vendor and Agency shall coordinate with the WV Department of Health and Human Resources for the review of eligibility for the inmates for Medicaid and submit applications. When an inmate is hospitalized for a period of 24 hours or more, Vendor shall, if necessary, assist with the Medicaid applications. Any Medicaid reimbursements shall be remitted to the Agency.

5.2.1.16 Quality Management Support Services

The contract shall provide quality management services to support the provision of the comprehensive health service program. The Vendor shall be responsible for all costs incurred for these services. Quality management support services shall be system-wide and shall be in place within 6 months of contract award. The Vendor shall provide written documentation to substantiate these services. This shall include, at a minimum, the following:

1. **Continuous quality improvement (CQI):** This is designed to monitor the quality of health services deliver. This includes such items as chart review by a qualified health care professional, with the appropriate recommendations for corrections of any discrepancies.
2. **Infection control:** This is designed to provide surveillance of infections, to institute preventative measures, and to report those infections in accordance with applicable laws. Infection control monitoring shall be an ongoing process.
3. **Utilization management:** This is designed to monitor and review all outside consultations and inpatient services. The Vendor shall submit a written plan of action which addresses, at minimum, mechanisms which will facilitate timely and appropriate consultations, specialty referrals, and inpatient and outpatient hospitalizations. The plan must demonstrate an appropriate mechanism for ensuring timely and appropriate access to off-site health care services.
4. **Peer review:** This is designed to monitor physician services and shall take place annually. Peer review shall include activities such as chart review, medical treatment plan review, review of off-site consultations and specialty referrals, emergencies, and inpatient hospitalizations. All cost incurred for peer review shall be at the cost of the Vendor.
5. **Risk management:** This is designed to manage critical incidents. It shall include mortality review procedures.
6. **Policy review:** Health services policies and protocols shall be reviewed annually by the Medical Director and the DCS. Therapeutic guidelines shall be reviewed quarterly by the Medical Director.

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5.2.1.17 Telemedicine

Vendor shall provide telemedicine services when appropriate. Vendor shall submit its policy and procedures for the use of telemedicine. Agency owned telemedicine equipment onsite at any location may be utilized by the Vendor. Any additional telemedicine equipment required shall be provided by the Vendor.

5.2.1.18 Inmate Death

All inmate deaths are treated as per West Virginia State Statute regarding unattended deaths. The Vendor shall be responsible for adherence to State Statute, as well as the performance of a mortality review. The Medical Director will meet with the Warden or designee within 24 hours of an inmate death to provide necessary medical information. The Medical Director will also provide a written morbidity and mortality review report within 48 hours of the death.

5.2.1.19 DNA Databank

Vendor shall be responsible for drawing blood at intake for offenders convicted of identified crimes. The sample taken is shipping and processed by the WV State Police at no cost to the vendor. Test results become part of a statewide informational DNA databank.

5.2.1.20 Research Data Submission Requirements:

Vendor must submit a monthly report by the 10th of each month that contains key indicators as dictated by the Association of State Correctional Administrator's Performance Based Measures System (PBMS) (**Attachment J**). Reports will be submitted in Microsoft Excel Format and will be separated by functional location (facility) and include an agency wide total.

5.2.1.21 Liquidated Damages:

According to WV State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed as follows. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

Notwithstanding any other provision of this agreement, any time that the Vendor fails to employ a qualified person in any one of the positions according to the approved staffing pattern required by this contract for thirty (30) calendar days or more the payment installment to the Vendor shall be reduced by 108% of one-twelfth (1/12) of the annual salary and benefits of the previous incumbent.

Monthly, the Vendor shall provide documentation of position and current salaries for the purpose of calculating the damage. The Vendor will also provide monthly current staffing deficiencies and the date of termination for each vacant position.

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If the position is being worked by a temporary employee or supplemented by overtime for sixty (60) days or more the position will be considered vacant until such time as a permanent replacement employee has been employed to fulfill the position requirements and the payment installment to the Vendor shall be decreased by 124% of one-fourth (1/4) of the annual salary and benefits of the previous incumbent. The Agency will reduce the seventh month payment to vendor by the amount equal to the previous six months vacancy staffing report. For the remaining six months of the contract, the amount will be reduced on the final months invoice for the specific contract year. If the vendor fails to fill a position either by a temporary employee or overtime it will be considered vacant the date the vacancy occurred.

Additionally, should the Vendor assign an employee to work or travel outside the scope of this contract, payment to Vendor shall be reduced by fifty percent (50%) of that staff member's annual salary and benefits prorated for the time absent.

Should the vendor fail to maintain NCCHC accreditation during the term of this contract, the vendor shall be assessed as follows: For BCC, CCC, PBCC, and SCC, the Vendor shall have one year from the operational effective date to become accredited.

ACC	-	\$30,000.00
DCC	-	\$60,000.00
HCC	-	\$100,000.00
LCC	-	\$100,000.00
MCC	-	\$30,000.00
MOCC	-	\$100,000.00
PCC	-	\$60,000.00
SMCC	-	\$60,000.00
SCC	-	\$60,000.00
BCC	-	\$20,000.00
CCC	-	\$20,000.00
PBCC	-	\$20,000.00

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SECTION FIVE: VENDOR PROPOSAL

- 1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3 **Proposal Format:** Vendors should provide responses in the format listed below:
 - Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - Table of Contents:** Clearly identify the material by section and page number.
 - Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.
 - Attachment B:** Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.
 - Attachment C:** Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.
 - Oral Presentations:** If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

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- 4 **Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

- 5 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

- 6 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5..

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SECTION SIX: EVALUATION AND AWARD

- 1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

- **Capacity to meet the requirements of the RFP:**

Vendor organization (to include corporate organization); structure and corporate/regional management; vendors proven ability for contract transition with an orderly and efficient start up or contract transition within the RFP requirements; vendors sound financial stability to include vendors most recent financial audit; service expertise with identified population; recruiting capabilities; management support and monitoring of on-site locations; cost containment programs; comprehensive plan for delivery of services in accordance with proposal outline addressing at a minimum all RFP mandatory items intra- and inter-facility; demonstrated knowledge of NCCHC and ACA standards with experienced history of gaining and maintaining accreditation on a statewide basis. Planned regional management staffing to include job descriptions and resumes, staffing pattern by job title, and FTEs for each contracted location.

30 Points Possible

- **Experience:**

Primary Vendor must have a minimum of five (5) years previous experience with proven effectiveness in administering a correctional health care program in a single state prison system housing adult offenders, with multiple facilities and an inmate population of 5,000 sentenced offenders or more. Provide listing to include: institution, contact person, telephone number and concise description of services and number of offenders served. Vendor must provide a complete reference client list for like services, which must include a minimum of three (3) references. In addition, Vendor must disclose all legal actions, pending, or in the past five (5) years, that resulted in decision against the Vendor.

20 Points Possible

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- **Mental Health Plan of Delivery:**

Vendor's assessment of mental health needs; proposed staffing plan by job title and FTEs for each location, to include regional management; correctional mental health service expertise; comprehensive plan for delivery of services intra- and inter-facility. If applicable, Vendor shall identify proposed subcontractor and indicate prior correctional experience and include company profile.

15 Points Possible

- **Oral Presentation:**

The ability to articulate concisely and factually present their technical proposal in response to Agency questions and/or clarification.

5 Points Possible

- **Cost:**

30 Points Possible

Total

100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

Lowest price of all proposals

X 30 = Price Score

Price of Proposal being evaluated

- 2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal

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failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

- 2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

List project goals and objectives contained in Section 4, Subsection 4:

4. **Project and Goals:** The project goals and objectives are:
 - 4.1. To provide an ACA and NCCHC delivery of cost efficient comprehensive health care and mental health services to the WV Division of Corrections inmate population as outlined in this RFP.

Vendor Response:

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Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection .5:

5.1.1 Transition

Vendor must have proven ability for contract transition with an orderly and efficient startup or contract transition. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within sixty (60) days of the contract start date.

Vendor Response:

5.1.2 Comprehensive Health Care and Mental Health Services

The Vendor shall provide all services necessary to provide comprehensive health care to all inmates under the care and custody of the Agency institutions designated within this document.

The Vendor shall be responsible for the provision of on-site and, when required as Vendor deems necessary, off-site general medical, dental, optometry, and mental health specialty or diagnostic ancillary services.

The services shall also generally include the employment and payment of contractual staff and agencies necessary for the provision of said care.

The Vendor is expected to provide equipment and supplies necessary for the performance of these health care obligations except as outlined in this RFP.

The Vendor will make every attempt to schedule the delivery of all non-emergent services so as to coordinate within the operations and security schedule of each institution. In the event of a conflict, the security and operations of the institution must take precedence.

Vendor Response:

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5.1.3 Standards of Services

All comprehensive health and mental health care services provided shall be in compliance and accordance with the following:

- All applicable federal legislation;
- All applicable statutes, regulations, rules, and any “standards of care” implemented by the State of West Virginia;
- Any applicable court orders/mandates;
- Policy directives of the Agency;
- American Correctional Association (ACA) current standards
- National Commission on Correctional Health Care (NCCHC) current Standards for Health Services in Prisons
- The Vendor shall provide Agency with the most current copy of the Vendor’s policy and procedure manual, the Vendor’s physician’s medical protocols, and the Vendor’s nursing protocols after award of contract, but prior to commencement of contract services.
- In the event medical detoxification services are necessary, American Society of Addiction Medicine (ASAM) criteria will be adhered to.
- Current PREA Standards.

In the event of a conflict in standards, the highest standard shall prevail.

Vendor Response:

5.1.4 Work Stoppage

In the event of a strike, slowdown, or full or partial work stoppage of any kind by the employees of the Vendor, the Vendor hereby acknowledges its responsibility to continue to fulfill its obligations under this contract and will indemnify Agency of any reasonable losses it may incur in the event of such circumstances.

Vendor Response:

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5.1.5 Compliance with DOC Policy Directives/Staff Notices

All Vendor employees are responsible for complying with all applicable Agency Policy Directives and Facility Staff Notices/Operational Procedures.

Vendor Response:

5.1.6 Accreditation

The Vendor shall maintain all current levels of accreditation, both ACA and NCCHC, held at each institutional site, and NCCHC accreditation and reaccreditation shall be at Vendor's expense. The Vendor will comply with all ACA standards established within each facility. The Agency shall assume all costs associated with ACA accreditation and/or reaccreditation at all sites.

Currently, the following locations are NCCHC accredited: ACC, DCC, HCC, LCC, MCC, MOCC, PCC, and SMCC.

The Vendor shall maintain and keep current all documentation that may be necessary for any accrediting audits. Vendor will be responsible for NCCHC re-accreditation costs at all sites:

Date Accredited	Institution
2006	ACC
2006	DCC
2006	HCC
2004	LCC
2007	MCC
2005	MOCC
2006	PCC
2006	SMCC

The following facilities are ACA accredited: ACC, DCC, HCC, LCC, MCC, MOCC, PCC, and SMCC. The Agency shall assume all costs associated with ACA re-accreditation at all sites.

Vendor Response:

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5.1.7 WV Vendors

All contracted medical and mental health services (hospital, specialty referrals, etc.) shall be West Virginia providers, preferably in the community if possible.

Vendor Response:

5.1.8 Utilities

The Agency will provide all necessary utilities at each institutional site, including phone lines for local calls. The Vendor is responsible for the cost of long distance calls, as well as all other transmittal costs for fax, long distance, etc. Vendor is responsible for all postage costs incurred to provide services. Telemedicine line charges shall be the responsibility of the Vendor.

Vendor Response:

5.1.9 Maintenance and Housekeeping

The Agency will provide for the general maintenance and housekeeping at each institutional site. This includes cleaning supplies in the areas where the Vendor is to provide health care services. The Vendor is Responsible for ensuring that the cleanliness and sanitation of the medical unit, clinical area, and infirmary area are in compliance with the standards of the medical community in general.

Vendor Response:

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5.1.10 Transportation

The Agency shall provide for the secure transportation via state vehicle of incarcerated persons for outside medical services to a location within the State of West Virginia, as the Vendor deems necessary and appropriate in order to provide for health care of such person. The Vendor shall arrange and pay for the use of any emergency transportation vehicle, such as ambulances and medically equipped helicopters, as deemed necessary and appropriate for emergency transportation.

Vendor Response:

5.1.11 Security

It is understood and agreed upon that the Agency shall be responsible for the provision of security to the Vendor's employees and staff and that said security will be provided according to the same standard that is provided to Agency employees. It is further understood that the responsibility for DEA controlled substances and any other health care supplies or equipment that may jeopardize the security of the institution is the responsibility of the Vendor. Inmates 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 inmate patient care, will be provided only on a need-to-know basis.

Vendor Response:

5.1.12 Inmate Transfers

The Agency reserves the right to transfer any adult inmate within a facility and/or between facilities. If an inmate is physically transferred from one facility to another facility, the facility from which the inmate is transferred is responsible for medical expenses up to the date of transfer, at which time the receiving facility will be responsible for provisions of services in accordance with the contract.

Vendor Response:

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5.1.13 Reports, Statistics, and Meetings

The Vendor shall furnish monthly reports and statistical data in the detail and format specified by the Agency, to include inmate medical co-pay information. A monthly meeting is to be held with the Warden and/or his/her designees and other staff as appropriate to review services provided for the previous month.

Vendor Response:

5.2.1 Health Care Services

Health care services provided at the expense of the Vendor shall include the following:

5.2.1.1 Administrative services

The Vendor 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 Agency reserves the right to review policies and procedures of the Vendor in any areas affecting the performance of its responsibilities under law.

The Vendor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to both the institutional CEO and/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 24 hours of the incident.

The Vendor shall provide the Agency information regarding the inmate co-pay system in a format designed by the Agency regarding the utilization of services. All funds received for health care services shall be deposited into an Agency account.

Vendor Response:

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5.2.1.2 Vendor Personnel

The base compensation shall reflect the Vendor's system-wide complement of staff necessary to provide the health care and mental health services according to the Vendor's proposal. This includes the number of Full-time Equivalents (FTE's), their classification title, and the distribution of staff among facilities.

Agency's current staffing for healthcare and mental health is attached as **Attachments E-1 and E-2**.

The Vendor shall provide adequate qualified medical/mental health staff for the provision of the aforementioned health care services in compliance with NCCHC standards. The attached current staffing exhibit outlines the required minimum staffing levels.

The Vendor must submit a proposed staffing plan for the delivery of services delineated within the RFP. The Vendor shall cover periods of absences necessitated by vacations, holidays, and sick leave. The Vendor will comply with all keeping requirements set forth by the Agency to ensure that the integrity of the staffing plan is met.

The Vendor shall be responsible for providing educational services for all health services staff. The Vendor's contractual relationship with qualified health care professionals shall provide for support of continuing education activities required for maintenance of licensure. All qualified health care professionals are required to participate in annual continuing education.

The Vendor 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, pharmacy, DEA registration, and licenses and registration with appropriate state boards. The Vendor shall provide the Agency with current resumes and licenses, required by state statute, on all applicable qualified health care professional employees as well as those subcontracted, if applicable, professional employees. All qualified health care professionals shall possess unrestricted licenses.

All persons working within any unit covered by the contract, whether Physician (MD, DO, DDS or otherwise), RN, LPN, nurse practitioners, nursing assistants, physician assistant, or any other individual providing health care shall be insured by the contractor to the same limits as required of the contractor and such insurance or coverage shall be paid for and provided by the contractor.

In order to be assigned to a facility under the control of the Agency, all contracted and subcontracted employees must pass a background investigation conducted by the Agency or its designee. Such investigation shall be the equivalent of the investigations conducted for all gency applicants. Health professionals who have been convicted of a felony in accordance with any State or Federal law are unacceptable. The Agency shall reserve the right to delay employment of any proposed staff member without cause.

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The Vendor agrees to require all newly hired employees to attend a 40 hour training and orientation program provided by the Agency. When such a training program is available, the Vendor shall require such employees to be in attendance prior to engaging in the delivery of health care services within the correctional setting. If training is unavailable, the institutional CEO may grant a waiver until the next training class convenes. The 40 hour training and orientation, as well as annual in-service training, will be provided on-site at each location. Vendor will be responsible for ensuring there is no lapse in service to the institution during any training.

The Vendor shall require all employees to be in attendance at annual in-service security training. Cost of this training, with the exception of wages, travel, and incidental costs are to be incurred by the Agency. Professional training hours may be substituted for a portion of the required institutional annual in-service, as approved by the Agency.

With respect to those employees and subcontractors engaged by the Vendor, the Agency, at its sole discretion, reserves the right to request random drug testing and to demand the immediate dismissal and replacement of any individual who fails said drug screening or who has violated the rules and/or regulations of the Agency, or who poses a risk or threat to the security of the institution. Agency shall provide written documentation to substantiate its demand for immediate replacement of the Vendor's employees or subcontractor. The employee will not be formally dismissed until there has been discussion between the Agency and the Vendor regarding the rationale for the Agency's request.

The Agency reserves the right to reassign FTE's among the various sites throughout the state based on need and site mission. The Vendor, with sufficient justification, may also request the reassignment of FTE's throughout the state. The Agency will consider and approve or disapprove the request.

In the event Agency opens new; expands existing facilities; changes an institution's operations; or receives mandated court orders, the Vendor agrees to provide services based on the needs of the Agency. This will be accomplished through a change order to the contract, based on needs and negotiated costs.

All individuals involved in the direct care of infirmity-level inmates shall be qualified health care professionals. Inmates are not to be involved in treatment decisions, confidential health information, or medication administration.

Vendor Response:

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5.2.1.3 Vendor Services Provided to Agency Staff

The successful vendor will offer/provide the following health care services to Agency staff at each institutional site:

- The scheduling and performance of a limited medical examination for all applicants for employment with the Agency, to include a two-step tuberculin skin test, within 5 days of request. In the event of a positive tuberculin skin test, the Vendor will assume responsibility of obtaining a chest x-ray to confirm. The x-ray may be done on-site if capabilities are available, or at an outside facility.
- The scheduling and performance of annual, limited medical examinations for all Correctional Officers;
- The provision for all Agency employees of an annual two-step tuberculin skin test. In the event of a positive tuberculin skin test, the Vendor will assume responsibility of obtaining a chest x-ray to confirm. The x-ray may be done on-site if capabilities are available, or at an outside facility.
 - These exams will be at no charge to the employee or Agency. Testing for BCC and CWR will take place at MOCC. Testing for HWR will take place at LCC.
 - The Vendor shall provide emergency/first aid services to any staff member who becomes ill or injured while on duty as outlined in the Emergency Health Services section of this document.
 - The Vendor will offer and provide and Hepatitis B immunizations to all Agency institutional staff who so desire vaccination at no charge to the Agency or employee.
 - The administration of the influenza vaccine shall be offered to all staff. The cost of this vaccine shall be at no cost to the Agency or employee.
 - Provide training to staff in areas identified to be in need in which health care staff demonstrate expertise or as requested by the CEO of the institution. Examples of such include infectious disease and hazardous material clean up.
 - Agency employees, contractual employees, official institutional guests, and institutional visitors shall be provided emergency health services if necessary by the Vendor at no cost to the individual.

See **Attachment F** for Agency Staff Turnover Rate.

Vendor Response:

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5.2.1.4 Emergency Offender Health Services

Emergency Health Services will be provided at contracted facilities by qualified health care staff and in accordance with NCCHC and ACA standards. The Vendor shall make provisions and be responsible for all costs for 24 hour emergency medical, dental, and mental health care including, but not limited to 24 hour/7 days per week on call services. The Vendor shall ensure availability of emergency treatment through prearranged agreements with community agencies. The Vendor will coordinate all emergency transfers with facility staff.

All contractual sites will have, at a minimum, appropriate qualified health care professional staff on-site 24 hours a day, 7 days a week. This may also necessitate the physician's return to the site location after regularly scheduled hours. This must be in accordance with NCCHC and ACA standards.

Vendor Response:

5.2.1.5 Disaster Plan

The Vendor will adopt and have in place within 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 and NCCHC standards of care. All health care staff shall be trained in their roles within the context of this plan.

The Vendor shall provide the institutional CEO's with a copy of the plan, as well as a contact list for recall of key health care staff and qualified health care professionals.

Vendor Response:

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5.2.1.6 Non-Emergent Health Services:

5.2.1.6.1 General Provisions

All non-emergent health care services shall be in accordance with ACA and NCCHC standards of care. The Vendor will work with the Agency to coordinate the provision of these services within security parameters.

Vendor Response:

5.2.1.6.2 Inmate Screening/Assessment

All receiving and transfer screenings, mental health screenings, and health assessments shall comply with the guidelines delineated in the most current ACA and NCCHC Standards for Health Services in Prisons.

Vendor Response:

5.2.1.6.3 Sick Call

Sick call shall be conducted within the parameters of ACA and NCCHC standards. During normal operations, sick call will be conducted in the designated medical unit for general population inmates. Offenders housed in segregated units may be handled within their unit, or at specified times in the medical unit. A primary care physician shall be on-site providing direct patient contact. The standard for direct patient contact is not inclusive of the time required for administrative tasks, such as chart reviews, cosigning charts, reviewing diagnostic reports, and attending meetings. Additionally, the physician/patient ratio will be increased in certain institutions, such as those with large numbers of inmates in segregation or those with a high number of chronically ill, frail/elderly, or high acuity level inmates.

The Agency will coordinate facility sick call schedule with the vendor. Although this schedule will be given priority, the security needs of the facility shall prevail.

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The Agency will provide sick call forms and secure collection points. The Vendor shall retrieve sick call forms. A Registered Nurse will triage all collected slips the same day that they are received and record the date and time of triage.

Those sick call slips asserting a medical complaint considered to be an emergency or time sensitive shall be responded to immediately. Immediate referral to a Clinician on-site or on-call shall occur. Those sick call slips determined not to constitute an emergency shall be scheduled for a sick call clinic so that the inmate is seen within 48 hours if submitted Sunday through Thursday, or 72 hours if submitted on Friday, Saturday, or a holiday. The Vendor must collect sick call slips daily at any facility for which 24/7 staffing is provided. For facilities where the Vendor does not provide 24/7 staffing, sick call slips should be collected daily Monday through Friday, except for state recognized holidays. However, in no instance shall the Contractor fail to collect sick call slips for more than three consecutive days.

For the General Population, the Vendor shall operate sick call clinics no less than five days a week (Monday through Friday, including holidays). On state holidays, staff shall triage sick call slips to identify acute and urgent/emergent inmate complaints and treat such as needed, up to and including referrals to off-site providers or community hospitals. For non-emergency sick call slips submitted by inmates that the nurse could not manage, the inmate shall be placed on the sick call schedule for the next available day. Sick call hours shall be posted on each medical unit, and be of such duration that all inmates have been seen.

All documentation of sick call encounters shall be made the same day, including missed appointments and refusals. All refusals must be documented and a refusal slip must be signed by the inmate.

Each sick call clinic shall continue operation on that day until it is completed; i.e., when each inmate scheduled to be seen during that sick call clinic and who shows up for the appointment has been seen. There shall be no "backlogs" of inmates to be seen in sick call. Same day referrals from triage (emergent complaints) shall be seen during a clinic session on the same day the inmate appears for services.

The Vendor is responsible for providing sick call to inmates in segregation that is equivalent to the sick call services available to the general population.

A Registered Nurse or higher shall conduct rounds in each segregation unit daily and will speak with each inmate housed there to determine if there are any medical needs. Rounds shall be completed during inmate waking hours and in conjunction with security's ability to provide escort.

Chronic Care Clinic

The Vendor shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize decompensation and/or complications of diseases/conditions.

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Chronic care conditions include chronic medical problems such as asthma, diabetes, epilepsy, hypertension, cardiovascular and infectious diseases (HIV/AIDS, TB, hepatitis, etc.), and other disabilities or conditions related to aging, terminal illness, etc.

All chronic care clinics shall be documented.

Vendor Response:

5.2.1.6.4 Dental Services

Dental care services are to be provided in accordance with ACA and NCCHC standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the State of West Virginia.

Dental laboratory services and all prosthetics shall be the responsibility of the Vendor. If an inmate has been edentulous for some time before being admitted into the custody of the Agency, and evaluation shall be made on an individual basis to determine the need for prosthetic devices and/or dentures.

Pursuant to court order, dental prosthetics for cosmetic purposes, specifically front teeth replacement, shall be provided at least six (6) months prior to the first possible release date.

Vendor will provide dental services, such as fillings and/or extractions, to RSAT inmates housed at work release centers. Inmate will be transported to the nearest Agency facility with dental capabilities.

Vendor Response:

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5.2.1.6.5 Optometry Services

Optometry examinations and treatment shall be provided on-site at every correctional center with the exception of MCC and ACC, so as to adequately attend the needs of all inmates. Adult commitments assigned to ACC shall be transported to DCC for optometric services as medically determined. The Agency will provide security transportation at no cost to the Vendor. Agency will provide all equipment necessary for these on-site services at all locations. Treatment and care beyond the scope of expertise of the optometrist shall be referred to an off-site specialist.

Generally, inmates who have 20/40 vision or better, and at least one eye uncorrected with neither eye being less than 20/40 corrected will not be issued corrective lenses unless he/she presently wears corrective lenses or has worn corrective lenses within the last 2 years.

An indication of need for further examination would be if the visual acuity is not at least 20/40 or if the intraocular pressure is above 20. Furthermore, if a disease process merits visual evaluation, additional follow-up and treatment will be performed. Routine eye examinations will be performed every two years in accordance with NCCHC standards.

Inmates 50 years of age or older, or persons with a suspected or confirmed diagnosis of Diabetes or severe vascular hypertensive or lipid disorders shall be afforded the opportunity to be examined by an Optometrist on an annual basis.

In the event of identification of a special need which arose prior to the defined frequency intervals, such as traumatic injury, disease, or disorder which impacts vision, the inmate may be evaluated by the Optometrist more often than specified herein and referred to an Ophthalmologist based upon demonstrated clinical need.

The Vendor shall not be responsible for any treatment or care involved in the use of contact lenses. Inmates who opt for use of contact lenses will be solely responsible for the purchase, care, and maintenance of said items.

There shall be no sunglasses or tinted lenses unless medically indicated; that is, the inmate's ophthalmologic integrity would suffer or be compromised without the use of these lenses.

Vendor Response:

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5.2.1.6.6 Auditory Services

Auditory services will be provided as follows:

A hearing examination will be performed by a licensed audiologist when indicated by the results of health appraisals or assessments. Vendor is responsible for the purchase and provision of hearing amplification devices and batteries, and for any repairs to hearing amplification devices, unless it is evident that the impending repair is the result of intentional misuse. If the aforementioned is the case, then the inmate will be responsible for the cost of repairs.. If a hearing amplification device is indicated, the Vendor will not be expected to render payment for more than one amplification device per person per 3 year period, unless medically required.

Vendor Response:

5.2.1.6.7 Referrals to off-site health care providers

All off-site referrals shall be at the expense of the Vendor and are to be applied towards the catastrophic capitation limit. The Vendor shall make referral arrangements per a Utilization Management Plan for off-site specialty treatment and care for those inmates whose health condition warrants the same, or for those problems which may extend beyond the capabilities of the primary health care provider.

All off-site referrals shall be coordinated with Agency institutional staff. The Vendor shall endeavor to consolidate the scheduling of appointments and services for inmates with community physicians, hospitals, and other health care providers and services. Every effort shall be made to minimize the impact upon security staff that must transport and provide custody to inmates during off-site referrals. There may be rare occasions, due to the non-availability of transportation vehicles, that non-urgent appointments must be rescheduled. The Agency shall make every effort to accommodate all off-site referrals.

Vendor Response:

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5.2.1.6.8 Pharmaceutical Services

Pharmaceutical services shall be provided in accordance with NCCHC and ACA standards, The Vendor shall develop a proposed formulary and submit a copy thereof to the Agency for review. It is recommended that the formulary is utilized for the majority of prescribed medications.

The Vendor shall be responsible for the provision of all necessary pharmaceuticals, to include prescription and nonprescription, to the institution. Pharmaceuticals are expected to be procured in a timely and expedient manner. Prescribed pharmaceuticals must be available for administration the next day following order transcription, excluding Saturday, Sunday, and/or Holidays.

The Vendor 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. There shall be a procedure for the timely acquisition of newly prescribed, stat, and emergent pharmaceuticals.

When there is no staff pharmacist, the Vendor 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 program of self-administration of medications, referred to as “keep on person” or KOP, with strict accountability will be implemented among those inmates who meet program criteria as mutually agreed upon by the Vendor and the Agency. No federally DEA controlled medications, psychotropic, injected medications, or medication for the treatment of AIDS or preventative tuberculosis therapy shall be dispensed through the use of the KOP program. All KOP medications will be packaged utilizing the “unit dose” system. Inmates who demonstrate non-compliance or lack of responsibility shall be removed from the program.

In order to facilitate continuity of care, whenever an inmate receiving prescription medication is discharged, paroled, or transferred from the Agency system, a minimum of a 10 day supply of medication shall accompany the inmate, as well as, one prescription for a 30 day supply of non-controlled medication. This permits the inmate or the receiving facility sufficient time to arrange for follow-up care.

Vendor Response:

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5.2.1.6.9 Infirmary Care

Infirmary care shall be provided at the following institutions: MOCC, SMCC, and LCC. All infirmaries shall conform to ACA and NCCHC standards of care. The Vendor shall utilize the infirmary to its fullest extent within appropriate health care standards. The infirmary shall be staffed 24 hours per day, 7 days a week by sufficient and appropriate qualified health care professionals in order to provide skilled nursing care to those inmates whose health conditions merit such care.

Infirmary care shall adhere to the following guidelines:

1. A physician must be on call 24 hours per day/7 days a week.
2. Infirmary is to be supervised by a staff RN who is to be present daily for each shift.

Vendor Response:

5.2.1.6.10 Radiology Services

All routing radiology services are to be provided on-site by the Vendor's radiology technician at those facilities which have radiology units. Radiology services for those sites which do not have radiology units, will be provided either through mobile units or off-site. All supplies and materials necessary for the provision of on-site radiology services shall be the responsibility of the Vendor as well as fees of mobile and off-site units.

All emergency radiographs are to be performed and interpreted at the community facility. For procedures that are beyond the capacities of on-site equipment, the inmate will be transported to an off-site referral facility capable of performing the diagnostic procedure at the expense of the Vendor and are to be applied towards the catastrophic capitation limit.

In the event that on-site radiology equipment becomes inoperable, the Vendor shall arrange for appropriate temporary radiology services until such time that the existing equipment is either replaced or repaired at the Agency expense. The Agency will incur those temporary radiology costs during the period in which the on-site equipment is inoperable.

Vendor Response:

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5.2.1.6.11 Laboratory/Diagnostic Services

Routine laboratory/diagnostic services shall be provided by the Vendor at all contractual sites. Services should include laboratory/diagnostic supplies, capability for lab pick-up and deliver daily (Monday through Friday), printer to provide test results at each institution, reporting capability within 24 hours; and personnel capable of performing the appropriate collection procedures. Laboratory/diagnostic services may be subcontracted by the Vendor at the Vendor's expense and shall comply with all State and Federal standards.

All routine laboratory results shall be reviewed in a timely manner to ensure proper treatment and follow-up care. A procedure for timely communication of any grossly abnormal results or "critical" laboratory values shall be implemented. A record of the date and time of this communication, as well as resulting intervention orders are to be documented in the inmate 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.

Vendor Response:

5.2.1.6.12 EKG Services

The Vendor shall provide EKG services, equipment, and supplies at all contractual facility sites. EKG services shall include at a minimum:

1. Training and orientation of all qualified health care professional staff.
2. Printed EKG rhythm strip and computerized interpretation report within 10 minutes.
3. Cardiologist over-read with immediate response for those abnormal designated for over-read by the Medical Director.
4. Equipment maintenance and service within 24 hours of repair request.

Vendor Response:

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5.2.1.6.13 Long Term Care

The Vendor shall assist the Agency in the identification, planning, and care for those offenders who may require skilled nursing care for assistance with one or more “activities of daily living” or “ADL’s”.

Vendor Response:

5.2.1.7 Mental Health Services

Mental health services for offenders may be subcontracted to a single vendor. The delivery of mental health services shall be in accordance with NCCHC and ACA standards or care. Mental health policies and procedures guiding services for the individual contracted sites shall be in place sixty (60) days after award.

The mental health professionals **shall** provide or be responsible for, at a minimum:

Substance Abuse and Sex Offender Counselors

Vendor shall provide substance abuse and sex offender counselors, as required, to meet the counseling needs of paroled offenders and inmates as requested by the Agency.

Psychological Services

1. Diagnostic Evaluations – The completion and submission of a typewritten, court ordered Diagnostic evaluation comprising personality, academic and intellectual functioning and neurological screening with interview, in an approved format and within time frames.
2. Intake/Classification Evaluations – The interviewing, completion and submission of a typewritten Intake evaluations comprising personality, academic and intellectual functioning, neurological screening and sex offender assessment interpretation with interview. The evaluation report **shall** also address criminogenic risk/need, responsivity and addiction severity and **shall** be provided in an approved format within time frames.
3. Parole Update/Parole Violator Update – The completion and submission of a required, psychological update report to include an interpretation of new testing, interview,

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file review and assignment of written psychological stability in an approved format within time frames.

4. Segregation Evaluations and Mental Health Updates – the completion and submission of a written segregation assessment, quarterly updates and required weekly cell checks to monitor current functioning within time frame and approved format.
5. Segregation Hearings and Quality of Life Programs/Special Management – Participation in hearings and meetings to review status of offenders placed in segregation, administrative segregation and quality of life status while housed in the segregation units as set forth in Agency policy and facility procedure.
6. Individual Therapy – The provision of individual therapy upon the referral of the psychiatrist.
7. Group Therapy – The provision of group therapy upon the referral of the Agency staff or as appropriate.
8. Crisis Intervention – The provision of crisis intervention either by referral or by observable behavior, including suicide risk assessment and management.
9. Critical Incident Debriefing – Participation in offender incident debriefing as requested by the Agency.
10. Sick Call Requests – Coordinate with the medical department to respond to inmate sick call requests within twenty-four (24) hours; and to an offender crisis sick call upon receipt.
11. Additional MH Information – Responsible to provide additional information to include but not limited to monthly statistical reports and surveys at the request of the Agency.
12. The completion and submission of a required psychological update report to include an interpretation of new testing, interview, file review, and assignment of written psychological stability within timeframe and in approved format.
13. Provision of additional mental health information and/or evaluation at the request of the Agency.

Additionally, the Agency will conduct social/summary admission interviews, perform specified diagnostic testing and compile legal information on newly received offenders. This data will be provided to the psychologist.

It is the mental health provider's responsibility to provide a sufficient number of WV Board of Psychologists (WVBEP) licensed psychologists to provide appropriate clinical supervision of all psychologists employed pursuant to this contract.

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The Provider may utilize the services of a qualified Therapist to perform all or part of the following tasks; weekly segregation rounds, individual and/or group therapy, crisis intervention, and response to inmate sick call requests.

Psychiatric Services:

1. The Psychiatrist must be board certified to practice adult psychiatry in the state of WV and have a minimum of three (3) years of experience working in a correctional system.
2. A Psychiatrist shall prescribe, monitor, and review psychotropic medications, pursuant to established time frames. Monitoring may include face to face interviews in order to adjust diagnosis and/or chart adjustment to medication. Face to face interviews may be accomplished via electronic means.
3. The Psychiatrist shall provide a treatment plan with an Axis Diagnosis and recommended plan of follow up.
4. The Psychiatrist will participate in medical treatment reviews to permit the involuntary use of medications and therapeutic restraints for an offender requiring psychopharmacological treatment and who, by well documented history of mental illness and violence, presents serious risk of danger to self, others, or property.
5. The Psychiatrist shall consult with Medical, Mental Health, and Agency staff in the management of suicidal inmates, therapeutic restraints, and forced medications.
6. The Psychiatrist shall provide consultation with face to face interview and provide a treatment plan with documented diagnosis on all Axes with recommended follow-up. A face to face interview may include an interview utilizing electronic means.
7. The Psychiatrist will act in compliance with all applicable standards of the Agency and with all licensing standards of the applicable licensure boards and authorities.
8. The Psychiatrist shall perform the following for the Mental Health Unit at MOCC:
 - a. Admissions and discharges;
 - b. Oversight multi-disciplinary treatment team meetings;
 - c. Diagnosis and written approval of treatment plan;
 - d. Availability for consultation and/or crisis intervention at all times.
 - e. Charted weekly observation of inmates housed on the unit.

In the absence of a Psychiatrist, the site physician will assume these responsibilities, within the scope of the practitioner's license. The contractual site physicians will also refer offenders as appropriate for psychiatric evaluation.

Mental Health Unit – Mt. Olive Correctional Complex (MHU-MOCC)

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Acutely male mentally ill offenders may be transferred to MOCC-MHU for intensive mental health assessment and stabilization. The Psychiatrist and Mental Health Director shall be informed of and approve all transfers prior to the inmate movement to the MHU.

The Vendor and the Mental Health Provider are solely responsible for the development and implementation of mental health services and the provision of qualified mental health staff for the mental health unit at MOCC. The Vendor and the Mental Health Provider will coordinate coverage and the MHU will be staffed twenty-four (24) hours/day, seven (7) days/week by qualified health professionals to monitor mental health status of offenders on the Unit. Those staff assigned to this unit shall be qualified and shall have extensive experience and knowledge in the care of mental health clients.

Admission criteria to the Mental Health Unit:

- Axis I diagnosis;
- Imminent risk for injury to self or others.
- Actively psychotic and unable to function in lesser secure unit;
- Imminent risk for acute medical status deterioration due to the presence and/or treatment of an active psychiatric symptom.
- The severity of the disorder and/or impairment of developmental progression require a supervised, structured, and supportive therapeutic milieu.
- Demonstrate impaired functioning that precludes the offender from adequately maintaining in a less structured or segregation setting;
- Acute serious deterioration of the individual's baseline ability to fulfill age-appropriate responsibilities to the extent that behavior is so disordered or bizarre that it would be unsafe for the individual to be treated in a lesser level of care;
- There is an active psychiatric disorder that can be more effectively treated to decrease the offender's suffering.
- Developmentally delayed and/or traumatic brain injury that the offender is unable to effectively provide self-care and is a potential health risk to themselves and/or others and unable to fulfill age-appropriate responsibilities.

In addition to psychiatric intervention, a comprehensive, multi-disciplinary treatment team will be established and maintained for each offender on the MHU at MOCC by the Subcontractor. All treatment plans will be developed in a manner that is consistent with reintegration of the offender back into general population. Qualified mental health professionals will be assigned to the unit to meet the individual needs of each offender and may include: individual therapy, group therapy, recreational and socialization activities, education on mental illness and related medications, symptoms and behavior management. All services provided on the MHU will adhere to social learning and cognitive behavioral approaches.

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Treatment Programs

The mental health provider shall provide a 1.0 FTE Program Mentor whose sole duty and responsibility shall be for areas of assignment for all Agency sites. The areas include: program development, quality control of programming, consultation and communication and professional development of Agency staff. The program mentor shall liaison extensively with the Agency Director of Programs to fulfill Agency programming goals. A role description for this position is included in **Attachment G**.

The Program Mentor, at a minimum, must be credentialed as follows: Licensed Professional Counselor, Approved Licensed Professional Supervisor, WV Certified Clinical Addiction Counselor, and Certified Counselor Supervisor. The Program Mentor shall be responsible to provide curriculum development and training for Agency staff for the following Agency approved programs: Aladrué, Batterers Intervention and Prevention Programs (BIPPS), Crime Victim Awareness (CVA), Domestic Violence Intervention and Prevention (DVIP), Managing My Anger, Sex Offender Curriculum (SOPI, II, III), and Trauma Groups. The DVIP and Trauma Groups are specific for the Lakin Correctional Center. Prior approval shall be required by the Agency concerning additional program areas.

The Provider shall provide assistance with continuing education credits through the appropriate approved licensure and credentialing boards in West Virginia. The Provider shall provide qualified Therapists to facilitate the Agency approved Sex Offender treatment program for the following facilities: Anthony Correctional Center, Denmark Correctional Center, Huttonsville Correctional Center, Lakin Correctional Center, Mount Olive Correctional Complex, and St. Mary's Correctional Center.

The Provider shall provide qualified Therapists to facilitate the Agency approved Trauma and Women's Batterer's Intervention Prevention (DVIP) Programs for the Lakin Correctional Center. The minimum qualifications for the Therapist position and program descriptions for the agency approved programs are contained in **Attachments H-1 and H-2**.

Training

The Contractor is responsible for the provision of approved training programs related to mental health issues and medical staff and to the Agency staff. Additionally, the Mental Health Provider employees shall attend all required specialized training programs as specified by the Agency.

Use of Interns

The use of student interns may be permitted by the medical and/or mental health providers with Agency knowledge and approval. Students shall be subject to security clearance and required on-site training as specified by the Agency. Students must work within the placement agreement with responsibilities assigned by knowledge and permission of the Agency.

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Student Interns may NOT:

- Provide any emergency medical or psychiatric/psychological crisis intervention services;
- Perform any direct clinical services that a Vendor employee is responsible for completing;
- Act without a supervisor present guiding the delivery of services.

Behavioral Health Unit (BHU) – Lakin Correctional Center (Female Facility)

This unit provides mental and behavioral health services and interventions in an individualized contextual manner with the goal of promoting improved offender safety and functioning to give the offender the opportunity to function in the general population and the community upon release. The BHU will serve as a proactive program that provides care for special needs inmates who require close supervision or multidisciplinary care.

A. Admission Criteria:

- Functional Level – Unable to maintain in the general population for mental health related reasons;
- Chronic behavioral difficulties that have not been mitigated by use of SEG & AD SEG that prevent inmate from maintaining in general population. AD SEG Committee indicates that inmate may be at a place where they are open /susceptible to doing some work on improving their behavior
- Step down from suicide watch in the medical unit;
- Psychosis stabilization (basic psychotic disorders or mood disorders, self-mutilation, aggressive mentally ill, post-traumatic stress disorders);
- Behavioral observation for differential diagnosis.

Vendor Response:

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5.2.1.8 Hospitalization

All inmates who require hospitalization will receive such care within the appropriate type of licensed facility warranted by their condition pursuant to standards. Inpatient health care facilities utilized by the Vendor must meet the legal requirements for a licensed general hospital within the State of West Virginia.

Vendor Response:

5.2.1.9 Medical Records

Medical records shall be managed according to ACA and NCCHC standards. Agency shall possess sole ownership of all inmate medical records. The Vendor will utilize the medical record format and standard Agency medical record forms as specified by the Agency.

Vendor Response:

5.2.1.9.1 Confidentiality of Health Care Record

Active health care records shall be maintained under secure conditions and separately from confinement records pursuant to standards. Access to active inmate records is controlled by the health care authority. The Vendor shall not deny the Commissioner of the Agency or his designee, or the Institutional CEO or his/her designee access to such records for examination and/or photocopying.

Vendor Response:

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5.2.1.9.2 Inmate Transfer

In the event that an inmate is transferred to another facility within the Agency, the entire inmate health record shall be transferred with the inmate in the care and custody of the senior transporting officer. When the decision has been made to transfer the individual, the medical department shall alert the receiving facility and inform them of any pertinent medical information.

Vendor Response:

5.2.1.9.3 Release of Health Care Information

Detailed health care information shall only be released to an outside agency only upon written authorization from the inmate. Exempt from this policy is the pertinent health care information necessary for any off-sit consultation/specialty referral.

Vendor Response:

5.2.1.9.4 Record Retention

Inactive medical records shall be sealed, properly identified, and archived in the central storage area with the balance of the inmate's confinement record. Retention of these documents shall be for the legal requirements of the State of West Virginia, or other jurisdiction, if applicable.

Vendor Response:

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5.2.1.9.5 Transfer of Health Care Information

In the event that an inmate is transferred to a correctional facility outside of the jurisdiction of the Agency, an inmate health care summary sheet shall accompany the inmate.

Vendor Response:

5.2.1.9.6 Data Mining

The Vendor shall provide a method of “data mining” for collection and analyzing of medical information to assist in the identification, treatment, and reporting in order to provide a predictive model for risk management.

Vendor Response:

5.2.1.10 Materials, Supplies, and Equipment

Vendor shall supply all materials and supplies necessary to perform the provisions of this RFP. The Vendor shall provide prosthetics (spectacles, dentures, artificial limbs, hearing aids, etc.) and orthotics (braces, splints, shoes, etc.) deemed necessary by the appropriate clinician. All prosthetic appliances deemed necessary by the appropriate clinician shall be provided by the Vendor. The Vendor shall repair or replace appliances and aids, if medically necessary, that inmates may have upon intake. This shall include any type of nutritional supplements deemed necessary by the clinician. A special diet is not considered a nutritional supplement. The Vendor shall provide all other aids to impairment deemed medically necessary and ordered by the Vendor.

All current medical equipment onsite at each facility owned by the Agency shall remain the property of the Agency. Agency shall repair and/or replace all currently owned medical

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equipment when the need arises. Vendor shall supply all other office and/or medical equipment necessary during the term of said contract. Upon expiration or cancellation of said contract, Vendor shall retain ownership to all equipment purchased by vendor and shall remove the equipment from Agency's property at Vendor's expense. Vendor shall be responsible for any and all equipment rental or leasing fees for equipment it deems necessary to fulfill its obligations of this contract.

The Agency warrants that it has examined the inventory lists of the Agency-owned health care equipment. The Agency represents that unless otherwise noted, all listed equipment is in functional working order. If and when Agency's equipment requires repair and is inoperable, Agency shall be responsible for the equipment rental fees and the repair costs of the inoperable Agency-owned equipment.

Vendors are encouraged to examine all onsite medical equipment. An inventory of all onsite medical equipment is detailed on **Attachments I-1 through I-11**.

Vendor Response:

5.2.1.11 Disposal of Biomedical Hazardous Waste

The Vendor 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. This includes 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 Vendor shall take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers. 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.

The Vendor will be responsible for utilization and cost associated with the services of a biomedical waste disposal company. It is the responsibility of the Vendor to arrange for routine disposal of these waste materials by said disposal company.

The Vendor is also responsible for the training of all staff, including W DOC, in the proper handling and disposal of biomedical waste material. In addition, the Vendor shall comply with all applicable laws and record keeping involving the handling and disposal of biomedical waste material.

Vendor Response:

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5.2.1.12 Area and Informational Security

Without exception, it is the responsibility of the Vendor to ensure that all work areas, equipment, and supplies are kept secure, and that any information pertaining to security matters and inmate health care is properly controlled.

Not inmate or visitor is to be left unattended or unobserved within any treatment or procedural area at any time. The Vendor shall control entry and access into its assigned work areas. Areas that provide for the storage of medications, instruments, or sharps are to be kept locked at all times. Non-vendor personnel shall not be left unattended in these areas. Inmates shall not be permitted access to these areas.

Inmates and/or family members shall not be notified in advance of the date or time of any off-site appointment. Information relating to patient out-trips/transfer will only be provided to security and/or other personnel on a need-to-know basis.

Vendor Response:

5.2.1.13 Inmate Health Education

The Vendor shall provide health education and training in self-care skills to inmates. Topics for health education may include, but are not limited to, personal hygiene, nutrition, physical fitness, methods for self-examination and disease prevention, chemical dependency, sexually transmitted diseases, stress management, prenatal care, and chronic disease education. Methods for health education may include individual instruction, classes, group discussion, videotapes, pamphlets, and/or brochures. The Vendor must provide health educational services.

In the interest of the public health of the community, the Vendor shall participate in any state or federal programs (pilot) that will assist Agency in further promoting public safety. Technical assistance and training shall be made available for nurses conducting HIV, STD, and Hepatitis counseling, testing, and referral services.

Vendor shall deliver at intake, during inmate orientation, and prior to release, a formal infectious disease education class.

In accordance with the Federal Prisoner Re-entry Initiative, medical referrals for chronically ill offenders shall be made to general practitioners in the community of the offenders intended release. Referral services shall be conducted prior to release and include: locating general practitioners who are willing to accept offenders as a new patient and the transfer of all applicable

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medical records to that general practitioner. All action taken on behalf of the offender must be documented.

Vendor Response:

5.2.1.14 Catastrophic Capitation

The Vendor shall be responsible for medical obligations incurred up to the below listed limitation:

\$5,000 for the treatment of any one person with a single injury or illness with consistent primary diagnosis.

The Agency shall be responsible for costs exceeding the above limitations. However, the Vendor shall remit payment to the appropriate community providers in excess of the capitation and submit documentation to Agency for reimbursement. The Vendor shall invoice the Agency on a quarterly basis for reimbursement of the costs exceeding the above limitations.

In the event of contract renewal by both parties, these limits are a capitation figure as delineated per each contract year. Capitation figures are not to be construed as a total for the initial year in addition to subsequent renewal periods. The capitation limits will follow the inmate throughout the system.

Vendor Response:

5.2.1.15 Medical Payments

WV State Code 25-1-4 establishes payments to outside providers of medical care for inmates at 73% of billed charges, provided that critical access hospitals shall be reimbursed at 85% of billed charges. Vendor must comply with this law. This payment structure of 73% of billed charges applies to all medical care services, goods, and medications provided to a person who is in the custody of a correctional facility and is provided those services outside of said facility.

This law also provides, effective July 1, 2008, that the Vendor may not pay an amount to an outside provider of a medical service for a person residing in a correctional facility greater than the

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reimbursement rate applicable to service providers established by legislative rule of the Bureau for Medical Service within the Department of Health and Human Resources: Provided that the critical access hospitals shall be reimbursed at 75% of the billed charges. These limitations apply to all medical care, services, goods, and medications provided to a person who is in the custody of a correctional facility, and is provided these services outside of said facility. Vendor will be responsible to remit payment for any of the above services in accordance with the applicable reimbursement rates set forth by Bureau for Medical Services within the Department of Health and Human Resources.

The Vendor shall re-price/adjust all medical services invoices at the WV Medicaid rate prior to payment, this includes any invoices Agency may be responsible for paying. Once adjusted, Vendor shall remit payment to the medical provider or return the invoice to the Agency within fourteen (14) days if the Agency is responsible for paying said invoice.

The Vendor is responsible for the timely payment of all claims by offsite hospital or specialty care to Agency's inmates pursuant to referral by the provider and in emergency cases. Any legal action, late fees, interest, etc. for unpaid claims or partial claim payment shall be the exclusive responsibility of the Vendor. This responsibility survives the life of this contract for any services that were performed at any time while the contract was in effect.

Upon expiration or termination of said contract, the Vendor shall remain responsible for the payment of any medical services rendered during the term of the contract.

Affordable Health Care Act: The Vendor shall assist the Agency in the implementation of the Affordable Care Act/Medicaid Expansion.

Vendor and Agency shall coordinate with the WV Department of Health and Human Resources for the review of eligibility for the inmates for Medicaid and submit applications. When an inmate is hospitalized for a period of 24 hours or more, Vendor shall, if necessary, assist with the Medicaid applications. Any Medicaid reimbursements shall be remitted to the Agency.

Vendor Response:

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5.2.1.16 Quality Management Support Services

The contract shall provide quality management services to support the provision of the comprehensive health service program. The Vendor shall be responsible for all costs incurred for these services. Quality management support services shall be system-wide and shall be in place within 6 months of contract award. The Vendor shall provide written documentation to substantiate these services. This shall include, at a minimum, the following:

1. **Continuous quality improvement (CQI):** This is designed to monitor the quality of health services deliver. This includes such items as chart review by a qualified health care professional, with the appropriate recommendations for corrections of any discrepancies.
2. **Infection control:** This is designed to provide surveillance of infections, to institute preventative measures, and to report those infections in accordance with applicable laws. Infection control monitoring shall be an ongoing process.
3. **Utilization management:** This is designed to monitor and review all outside consultations and inpatient services. The Vendor shall submit a written plan of action which addresses, at minimum, mechanisms which will facilitate timely and appropriate consultations, specialty referrals, and inpatient and outpatient hospitalizations. The plan must demonstrate an appropriate mechanism for ensuring timely and appropriate access to off-site health care services.
4. **Peer review:** This is designed to monitor physician services and shall take place annually. Peer review shall include activities such as chart review, medical treatment plan review, review of off-site consultations and specialty referrals, emergencies, and inpatient hospitalizations. All cost incurred for peer review shall be at the cost of the Vendor.
5. **Risk management:** This is designed to manage critical incidents. It shall include mortality review procedures.
6. **Policy review:** Health services policies and protocols shall be reviewed annually by the Medical Director and the DCS. Therapeutic guidelines shall be reviewed quarterly by the Medical Director.

Vendor Response:

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5.2.1.17 Telemedicine

Vendor shall provide telemedicine services when appropriate. Vendor shall submit its policy and procedures for the use of telemedicine. Agency owned telemedicine equipment onsite at any location may be utilized by the Vendor. Any additional telemedicine equipment required shall be provided by the Vendor.

Vendor Response:

5.2.1.18 Inmate Death

All inmate deaths are treated as per West Virginia State Statute regarding unattended deaths. The Vendor shall be responsible for adherence to State Statute, as well as the performance of a mortality review. The Medical Director will meet with the Warden or designee within 24 hours of an inmate death to provide necessary medical information. The Medical Director will also provide a written morbidity and mortality review report within 48 hours of the death.

Vendor Response:

5.2.1.19 DNA Databank

Vendor shall be responsible for drawing blood at intake for offenders convicted of identified crimes. The sample taken is shipping and processed by the WV State Police at no cost to the vendor. Test results become part of a statewide informational DNA databank.

Vendor Response:

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5.2.1.20 Research Data Submission Requirements:

Vendor must submit a monthly report by the 10th of each month that contains key indicators as dictated by the Association of State Correctional Administrator's Performance Based Measures System (PBMS) (**Attachment J**). Reports will be submitted in Microsoft Excel Format and will be separated by functional location (facility) and include an agency wide total.

Vendor Response:

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

**COR61566 - Inmate Comprehensive Healthcare and Mental Health Services
PRICE SHEET**

Vendor must provide an annualized itemized proposal cost to include:

Item #	Description	Amount
1	Salaries - Healthcare Component	
2	Associated Benefits - Healthcare Component	
3	Pharmaceuticals - Healthcare Component	
Provide Pharmaceutical Vendor Name and Location:		
4	Optical	
Provide Optical Vendor Name and Location:		
5	Other Miscellaneous Supplies - Healthcare Component	
6	Salaries - Mental Health Component	
If applicable, provide subcontractor name		
7	Associated Benefits - Mental Health Component	
8	Pharmaceutical and Other Mental Health Component Costs	
Provide Pharmaceutical Vendor Name and Location:		
9	Hospital	
10	Specialty consults, referrals, etc.	
11	Malpractice	
12	Pharmacy Consult (for Work Release status inmates only)	
13	Administrative Overhead/Management Fee	
14	Other Costs - Please itemize and list any additional costs	
Total Annualized Cost		

Remittance will be annualized, divided by 12-months to equal monthly cost

Bidder/Vendor Information:

Name:
Address:
Phone No.:
Fax No.:
Email Address:
Authorized Signature

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

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If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____