



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

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March 20, 2024

RFP #2024-055

Healthcare for the Inmates of the WVRJA

ADDENDUM NO. 2

Current Contract and Extension to Due Date

Due Date & Time:

Tuesday, April 2, 2024, 2:00PM
(Local Prevailing Time)

Addendum No. 2
RFP 2024-055
Healthcare for Inmates of the WVRJA

1. The Request for Proposal (RFP) Due Date has been extended to Tuesday, April 2, 2024, at 2:00 PM. It is required that all proposals be submitted to the below address attention to:

2024-055 Healthcare for Inmates of WVRJA
Dawn M. Rago
Senior Buyer
5204 Bernard Drive, Suite F
Roanoke, VA 24018

2. Attached are the approved current Contract documents.
3. Only the signature page is required to be returned with your proposal.

Addendum No. 2
RFP 2024-055
Healthcare for Inmates of the WVRJA
*****REQUIRED*****

*****Sign and return only this page, with your bid package*****

Sign Name:

Print Name:

Date:

Company

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Contract # 2019-066A

AGREEMENT FOR INMATE HEALTH CARE SERVICES

At the Western Virginia Regional Jail

Effective June 3, 2019 to May 31, 2022

This Agreement for Inmate Health Care Services (hereinafter, the "Agreement") to be provided at the Western Virginia Regional Jail (hereinafter, "Jail") entered into by and between the Western Regional Jail Authority (hereinafter, the "WVRJA"), acting by and through its duly elected Board of County Commissioners, (hereinafter, the "Board") and Wellpath, LLC (hereinafter, "Wellpath" and f/k/a Correct Care Solutions, LLC), a Delaware Limited Liability Company.

RECITALS

WHEREAS, the WVRJA and the duly elected Superintendent (hereinafter the "Superintendent") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the WVRJ located at 5885 West River Road, Salem, VA 24153 (hereinafter, "Jail"); and

WHEREAS, the objective of the WVRJA is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population"), in accordance with applicable law; and

WHEREAS, Wellpath is in the business of administering correctional health care services and desires to administer such services on behalf of the WVRJA to the Jail Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

WVRJA Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the WVRJA or Superintendent. WVRJA Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, WVRJA Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Wellpath administers health care services at the other jurisdiction's facility; such facilities are specifically set forth below.

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP (see definition of Monthly Average Daily Population below); and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other WVRJA Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other WVRJA Inmates/Detainees are borne by the WVRJA as set forth in Section 5.0.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Fit for Confinement – A determination made by a Wellpath authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by Wellpath.

Wellpath Chief Clinical Officer– Wellpath's Chief physician who is vested with certain decision making duties under this Agreement.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other WVRJA Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other WVRJA Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Wellpath upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other WVRJA Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail, other than Member Jurisdictions as of the signing of this agreement.

Physician Extender – An advanced level, licensed healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

RFP – the County of Roanoke's RFP #2019-066 including addenda issued on behalf of the WVRJA.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

Agreement and "Agreement Documents"– The Agreement shall consist of the following documents listed in order of precedence: (i) this document, (ii) Staffing Matrix as "Exhibit A;" (iii) Wellpath's Revised Pricing Proposal dated March 20, 2019 "Exhibit B;" (iv) Wellpath's Exceptions, as revised, and which were originally included on page 173 of its Technical Proposal "Exhibit C;" (v) the County of Roanoke's RFP #2019-066 including addenda issued on behalf of the WVRJA "Exhibit D;" and (vi) Sections three (3) and five (5) of Wellpath's Technical Proposal. (items (ii) through (vi) referred to as the "Agreement Documents") as Exhibit E. All exhibits (Exhibits A-E) are attached hereto.

Penalties – Shall be those penalties stated in the RFP except for those related to receiving/intake screenings and health assessments which are provided herein.

ARTICLE I

HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. Wellpath shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by Wellpath or the WVRJA as set forth in this Article.
- 1.1 GENERAL HEALTH CARE SERVICES. Wellpath will arrange and bear the cost of the following health care services:

- 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 4 hours after the Covered Person's arrival at the Jail. In the event this requirement is not met, the WVRJA may apply penalties as provided in Section 8.4 below.
- 1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. Penalties may be applied by the WVRJA as provided in the RFP and in Section 6.4.3 titled "Waivers (Associated with Liquidated Damages/Penalties)" and as provided in Section 8.4 below.
- 1.1.3 SCHEDULED SICK CALL. Actual sick call encounters shall be conducted by nursing or physician staffing for medical complaints, nursing or dental staff for dental complaints and a QMHP for mental health issues. Nurse sick call shall be available on-site daily including weekends and holidays. Physician sick call shall be conducted not less than five days per week at the WVRJ. Wellpath will be responsible for tracking, monitoring and reporting on the status of request.
- 1.2 AMBULANCE SERVICE – COST NOT COVERED. Wellpath shall be responsible for the provision, coordination of ambulance services when required and WVRJA shall be responsible for the cost of ambulance services.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Wellpath Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL. Wellpath shall arrange and bear the cost of an on-site dental services program to meet the needs of all Covered Persons (e.g. initial assessment, extractions, examinations and emergency treatment). In the event off-site dental services are required Wellpath shall arrange for such services but shall not be liable for the cost.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Inmate/Detainee or WVRJA shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Wellpath's Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION & OFF-SITE MEDICAL SERVICES – COST NOT COVERED. Wellpath shall be responsible for the coordination and management of off-site care; however, Wellpath has no responsibility for payment of off-site claims for services provided. In the event that hospitalization and or other offsite services are medically necessary for a member of the Jail the WVRJA shall bear the cost.
 - 1.6.1 PREEXISTING CONDITIONS. Parties acknowledge and agree that Wellpath shall deny the payment of off-site claims associated with the medical treatment of a pre-existing condition consistent with VA Code Section § 53.1-126. Wellpath shall be

responsible for the coordination and management of off-site care related to pre-existing injuries; however, Wellpath has no financial responsibility for payment of off-site claims for services provided.

- 1.7 LONG TERM CARE - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the Jail Population requires skilled care, custodial care or other services of a long term care facility, the WVRJA shall bear the cost.
- 1.8 MENTAL HEALTH CARE. Wellpath shall arrange and bear the cost of on-site mental health services for Covered Persons which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. In no event shall Wellpath be responsible for the provision or cost of any off-site or inpatient mental health services.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES. Wellpath shall be responsible for the provision and cost of any on-site pathology or radiology services required for the Jail Population. In the event that any pathology or radiology services (also referred to as laboratory and x-ray services) are required for the Jail Population to be performed off-site the WVRJA shall bear the cost.
- 1.10 PREGNANT COVERED PERSONS. Wellpath shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but Wellpath shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, Wellpath shall make appropriate arrangements for rendering such care, but in no event be responsible for the cost of such off- site services.
- 1.11 SPECIALTY SERVICES. Wellpath shall be responsible for the provision and coordination of onsite and offsite specialty service but in no event shall be liable for any such costs of any Specialty Services. In the event that Specialty Services are medically necessary for the Jail Population, the WVRJA shall bear the cost.
 - 1.11.1 ONSITE DIALYSIS SERVICES. Wellpath shall be responsible for coordinating dialysis services on site, to include nephrology services, but the WVRJA shall be responsible for the cost. The cost of onsite dialysis services will be passed through to and be the financial responsibility of WVRJA.
- 1.12 VISION SCREENING. Wellpath shall be responsible for the provision of eyeglasses or any other vision services on-site. In the event that any Covered Person requires vision services, including an ophthalmologist's services, the WVRJA shall bear the cost of such vision or eye care services.
- 1.13 OFFICE EQUIPMENT - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any office equipment. The WVRJA shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. Wellpath shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT OF \$500 OR LESS. Wellpath shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers,

scales, etc.) required to administer the terms of the Agreement, which have a unit cost of \$500 or less, but does not include office and paper supplies.

- 1.16 MEDICAL WASTE. Wellpath shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with all applicable state laws and OSHA- regulated standards.
- 1.17 PHARMACY SERVICES.. Wellpath shall adhere to WVRJA's Preferred Medication List, if applicable, and provide monitoring of pharmacy usage to include justification for any medications prescribed that are not on the preferred medication list (if and or when provided). The WVRJA shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Wellpath physician for a Covered Person.
 - 1.17.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.

ARTICLE II

HEALTH CARE STAFF

- 2.0 STAFFING HOURS. Wellpath shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. Wellpath reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
 - 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.
 - 2.0.2 Wellpath shall provide or arrange for the provision of an on-call Physician or Physician Extender available by telephone or pager 24 hours per day and 7 days per week.
 - 2.0.3 Wellpath shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Wellpath, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as mutually agreed to in writing by the WVRJA and Wellpath.
- 2.2 STAFFING CREDITS AND PAYBACKS. Staffing credits and paybacks will be provided as stated in Section 8.2 below and as provided in Sections 6.3 and 6.4 and their respective subsections.
- 2.3 STAFF SCREENING. The WVRJA shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The WVRJA shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance.

- 2.4 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the WVRJA becomes dissatisfied with any member of the Health Care Staff, the WVRJA shall provide Wellpath written notice of such dissatisfaction. Following receipt of such notice, Wellpath shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the WVRJA within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at the Jail within 20 business days following receipt of notice of a problem. The WVRJA reserves the right to revoke the security clearance of any Health Care Staff at any time for any reason.

ARTICLE III

ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. Wellpath shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the WVRJA. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the WVRJA and/or Superintendent apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Wellpath shall conduct an ongoing health and mental health education and training program for the WVRJA Officers in accordance with the needs mutually established by the WVRJA and Wellpath and as provided in the Agreement Documents.
- 3.2 QUARTERLY REPORTS. As requested by the Superintendent, Wellpath shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population.
- 3.3 MEETINGS. Wellpath shall attend monthly Medical Audit Committee (MAC) meetings and those meetings as stated in the Agreement Documents. Additionally, as requested by the Superintendent, Wellpath shall meet quarterly, or as soon thereafter as possible, with the Superintendent, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. Wellpath shall provide the following medical records management services:
- 3.4.1 MEDICAL RECORDS. Wellpath Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Wellpath will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Superintendent, as property of the Superintendent's office.
- 3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

- 3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Wellpath shall make available to the Superintendent or WVRJA, unless otherwise specifically prohibited, at the Superintendent's or WVRJA's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. Wellpath shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The WVRJA acknowledges and agrees that Wellpath is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Wellpath be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Wellpath be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER WVRJA INMATES/DETAINEES. Wellpath shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other WVRJA Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other WVRJA Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically-related expenses associated with Other WVRJA Inmates/Detainees.
- 5.1 WVRJA INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Wellpath shall not be responsible for arranging the medical care or treatment for WVRJA Inmates/Detainees housed in other counties or jurisdictions. The WVRJA or Superintendent or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of WVRJA Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Wellpath provides Inmate/Detainee health care services. Wellpath shall not be responsible for arranging the medical care or treatment for WVRJA Inmates/Detainees housed outside the Jail.
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. Wellpath shall not be responsible for the cost of providing off-site

medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. In addition, Wellpath shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. Wellpath shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the WVRJA shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent Wellpath is billed for medical services provided to an individual who is not Fit for Confinement the WVRJA shall reimburse Wellpath for all such costs. Wellpath shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

ARTICLE VI

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. Wellpath shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Wellpath under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Wellpath authorized personnel, Wellpath shall not be responsible for arranging such services and the cost of such services shall be billed directly to the WVRJA.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the WVRJA or Superintendent or their employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, Wellpath shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the WVRJA. Notwithstanding the above, Wellpath shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Wellpath.

ARTICLE VII

WVRJA'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The WVRJA, Jail, and Superintendent and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and all applicable federal and State health information privacy laws. The WVRJA and the Superintendent shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. WELLPATH shall identify to the Superintendent those members of the Jail Population with medical or mental health conditions

which may be worsened as a result of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Superintendent shall make every effort to have such an Inmate/Detainee released, transferred or otherwise removed from the correctional setting.

- 7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Superintendent shall provide Wellpath, at Wellpath's request, the WVRJA, Jail and/or Superintendent's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the WVRJA, Jail or Superintendent has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to prosecute a claim against a third party. Any such information provided by the Superintendent to Wellpath that the Superintendent considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Superintendent.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Wellpath or the Superintendent in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND WELLPATH. Wellpath and the WVRJA understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the Jail Population and Superintendent's staff, consistent with a correctional setting. The Superintendent shall provide security sufficient to enable Wellpath, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Superintendent while at the Jail or other premises under the Superintendent's direction or control. However, any Wellpath Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Wellpath shall not be liable for any loss or damages resulting from Wellpath's Health Care Staff, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 SUPERINTENDENT'S POLICIES AND PROCEDURES. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the WVRJA's and/or Superintendent's posted security Policies and Procedures.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the WVRJA and made available for inspection by Wellpath at the Jail, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the Superintendent's photocopy equipment and paper.

- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Wellpath shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Wellpath. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Wellpath.
- 7.5.4 If any of the WVRJA and/or Superintendent's Policies and Procedures specifically relate to the delivery of medical services, the WVRJA and/or Superintendent's representative and Wellpath shall review the WVRJA and/or Superintendent's Policies and Procedures and modify or remove those provisions that conflict with Wellpath's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the WVRJA and/or Superintendent's employees.
- 7.7 SECURE TRANSPORTATION. The Superintendent shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the Superintendent's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The Superintendent shall provide use of WVRJA-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise state in Paragraph 1.14. At the termination of this Agreement, Wellpath shall return to the WVRJA possession and control of all WVRJA-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the Superintendent shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist Wellpath in providing the best possible health care services to Covered Persons, the Superintendent shall provide, as needed, information pertaining to the Covered Person that Wellpath and the Superintendent mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII

COMPENSATION, ADJUSTMENTS & PENALTIES

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the WVRJA to Wellpath is \$3,604,955.00 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$300,412.92 pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on June 3,

2019 for services administered in the month of June 2019. Each monthly payment thereafter is to be paid by the WVRJA to Wellpath before or on the 1st day of the month of the month of service.

8.1 QUARTERLY RECONCILIATION PROCESS. Wellpath will provide a quarterly reconciliation with the WVRJA for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:

8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the Jail's MADP is greater than 825 Inmates/Detainees, the compensation payable to Wellpath by the WVRJA shall be increased by the number of Inmates/Detainees over 825 at the per diem rate of \$1.22. For each month reconciled, if the Jail's MADP is less than 775 Inmates/Detainees, the compensation payable to Wellpath by the WVRJA shall be decreased by the number of Inmates/Detainees below 775 at the per diem rate of \$1.22.

8.2 STAFFING PAYBACKS AND CREDITS. Wellpath shall comply with the reporting requirements of the RFP and be subject to the Staffing "Paybacks and Credits" as specified in Section 6.3 "Paybacks and Credits" of the RFP and its subsections.

8.3 OTHER STAFFING ADJUSTMENTS. As provided in Exhibit B (Wellpath's Revised Cost Proposal) which is fully incorporated into this Agreement, Wellpath and the WVRJA agree that the base compensation price includes \$25,000 annually in sign-on bonuses. Any amounts required above that in order to recruit staff shall be approved by WVRJ administration and billed separately to WVRJA.

8.4 LIQUIDATED DAMAGES AND PENALTIES. Wellpath and WVRJA agree that the RFP Section 6.4 "Liquidated Damages and Penalties" and its subsections are incorporated herein in their entirety except for those related to the receiving screening. The intake screening penalty is modified as follows: In the event the receiving/intake screening compliance rate is less than 95%, Wellpath shall be provided 30 day cure period to bring compliance above the 95% threshold. Following the 30day cure period if compliance rate is not at or above 95% the WVRJA may assess penalties of \$100 for receiving screening that is not completed within the required time until such time the compliance rate is at or above 95%. WVRJA agrees to waive all damages and penalties for a period of 90 days at the start of the contract and will impose any damages or penalties effective September 1, 2019.

ARTICLE IX

TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be three (3) years from June 3, 2019, at 12:01 a.m. through May 31, 2022 at 11:59 p.m. This Agreement shall automatically renew for additional oneyear periods on May 1st of each subsequent year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate an increase in accordance with CPI not to exceed 2.5% of the annual amount as defined in Paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the

Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The “Price Index” is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the governing body of WVRJA.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath and the WVRJA shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the WVRJA may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath.
- 9.2 TERMINATION DUE TO WELLPATH’S OPERATIONS. The WVRJA reserves the right to terminate this Agreement immediately upon written notification to Wellpath in the event that WELLPATH discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY WELLPATH. Failure of the WVRJA to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by WELLPATH upon sixty (60) days advance written notice to the WVRJA specifying the termination effective date and identifying the “basis for termination.” The WVRJA shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the WVRJA shall have ten (10) days to provide a written response to Wellpath. If the WVRJA provides a written response to Wellpath which provides an adequate explanation for the “basis for termination” and the WVRJA cures the “basis for termination” to the satisfaction of the Wellpath, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Wellpath.
- 9.3.2 TERMINATION BY WVRJA. Failure of Wellpath to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the WVRJA who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the “basis for termination.” The WVRJA shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Wellpath shall have ten (10) days to provide a written response to the WVRJA. If Wellpath provides a written response to the WVRJA which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the WVRJA, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the WVRJA.

- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the WVRJA or Wellpath may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days advance written notice to the other Party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the WVRJA shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the WVRJA's failure to appropriate funds.
- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, Wellpath shall be allowed to remove from the Jail any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. WELLPATH shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$2,000,000 per occurrence.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.1 PROOF OF INSURANCE. Wellpath shall provide the WVRJA proof of professional liability or medical malpractice coverage for Wellpath's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. Wellpath shall promptly notify the WVRJA, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the WVRJA shall be entitled to terminate this Agreement without penalty to the WVRJA pursuant to the terms of Article IX.
- 10.2 ADDITIONAL INSURED ENDORSEMENT. In the event the WVRJA is named as additional insured in conformance with Wellpath's policy, such policy will not apply to any liability arising out of the additional insured's own acts or omissions. As to Wellpath's defense of a suit arising out of the additional insured's own acts or omissions and those of Wellpath, this insurance will act as coinsurance with any other insurance available to the additional insured, in proportion to the limits of liability of all involved policies. However, this insurance does not apply to indemnity of the additional insured for its own acts and omissions, and no insurance policy will increase the extent or scope of the indemnification responsibilities of the Parties as outlined in Section 10.3 below. The naming of an additional insured will not increase the limit of liability under the respective policy.

- 10.3 **INDEMNIFICATION.** Wellpath agrees to indemnify and hold harmless the WVRJA, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of Wellpath, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement.

The WVRJA, to the extent allowed by law, agrees to indemnify and hold harmless Wellpath, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of WVRJA, its agents, employees, or independent contractors. The WVRJA agrees to promptly notify Wellpath in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The WVRJA agrees that Wellpath's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to Wellpath as set forth above. Upon written notice of claim, Wellpath shall take all steps necessary to promptly defend and protect the WVRJA from an indemnified claim, including retention of defense counsel, and Wellpath shall retain sole control of the defense while the action is pending, to the extent allowed by law. Wellpath will not settle or compromise any claim or lawsuit on behalf of WVRJA unless WVRJA agrees and acquiesces to the proposed settlement or compromise in writing which will not be unreasonably withheld.

- 10.4 **HIPAA.** Wellpath, the WVRJA, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. Likewise, Wellpath shall indemnify and hold harmless the WVRJA from and against any claims of any kind made as a result of actual or alleged violations of HIPAA by Wellpath and its employees, agents and subcontractors unless such claims are proven to be caused by the sole negligence or willful misconduct of WVRJA.

ARTICLE XI

MISCELLANEOUS

- 11.0 **INDEPENDENT CONTRACTOR STATUS.** It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the WVRJA to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the WVRJA and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 11.1 **SUBCONTRACTING.** In performing its obligations under the Agreement, it is understood that WELLPATH is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in

this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies that it is required to provide under this Agreement.

- 11.2 AGENCY. For the limited purpose of asserting any statutory rights afforded to the WVRJA to pay providers for medical services at certain reduced rates, WVRJA designates Wellpath as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the WVRJA is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 CHANGES IN SCOPE. If at any time during the Term of this Agreement (as amended), there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- 11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or

business of Wellpath, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

- 11.9 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Wellpath:
Wellpath, LLC
Attn: Chief Legal Officer
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

If for WVRJA:
Western Virginia Regional Jail Authority
Attn: Colonel Bobby D. Russell, Superintendent
5885 W. River Road
Salem, VA 24153

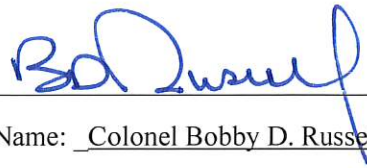
Such address may be changed from time to time by either Party by providing written notice as provided above.

- 11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to the conflicts of laws or rules of any jurisdiction. Venue for any contractual disputes shall be the Circuit Court of Roanoke County, Virginia.
- 11.11 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.13 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.15 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.16 ENTIRE AGREEMENT. This Agreement, as defined above, constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

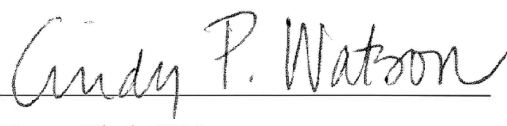
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE

**WESTERN VIRGINIA REGIONAL JAIL
AUTHORITY**


Name: Colonel Bobby D. Russell
Title: Superintendent
Date: 5/31/19

WELLPATH, LLC


Name: Cindy Watson
Title: President, Local Government Health
Date: 6/3/2019

**COUNTY OF ROANOKE VIRGINIA
ON BEHALF OF WESTERN VIRGINIA
REGIONAL JAIL AUTHORITY**


Name: W.L. Heath Honaker
Title: Purchasing Manager
Date: May 31, 2019

EXHIBIT A – STAFFING MATRIX

WESTERN VIRGINIA REGIONAL JAIL, VA									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8		8			16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	8	8	8	8	8	8	8	56	1.4
LPN - Medication Pass	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk	16	16	16	8	8			64	1.60
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4							4	0.10
Psychiatric NP	8	8	8	8	8			40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	8	8	8	2	2	44	1.10
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
<i>Subtotal</i>								864	21.60
Nights									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
CMT - Medication Pass	36	36	36	36	36	36	36	252	6.30
<i>Subtotal</i>								420	10.50
TOTAL								1,284	32.10

EXHIBIT B

Western Virginia Regional Jail

Healthcare and Pharmaceutical Services for the Inmates of the
Western Virginia Regional Jail

RFP # 2019-066

Non-binding Price Proposal - *REVISED*

March 20, 2019



Respectfully Submitted to:

W.L Heath Honaker, Purchasing Manager
County of Roanoke
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 283-8146

Submitted by:

Wellpath, LLC
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217
800-592-2974
Tax ID# 32-0092573
Virginia State Corporation Commission ID: T0376436

Points of Contact:

Gina Rose
Vice President of Partner Development
615-324-5746
gmrose@wellpath.us

Kip Hallman
President
858-283-8619
kip.hallman@wellpath.us



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Thank you for the opportunity to revise our non-binding pricing for the purpose of establishing a future contract with the Western Virginia Regional Jail (WVRJ). Per discussions, please find further detail below.

1 Staffing Matrix

Wellpath confirms our submission of staffing in accordance with the current matrix from Amendment 19. As expressed at the oral presentation, we do remain committed to a true partnership with WVRJ, and are willing to discuss modifications at WVRJ's request, during this process and at any time during any future contract.

PROPOSED STAFFING WESTERN VIRGINIA REGIONAL JAIL, VA									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8		8			16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	8	8	8	8	8	8	8	56	1.4
LPN - Medication Pass	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk	16	16	16	8	8			64	1.60
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4							4	0.10
Psychiatric NP	8	8	8	8	8			40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	8	8	8	2	2	44	1.10
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
<i>Subtotal</i>								864	21.60
Nights									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
CMT - Medication Pass	36	36	36	36	36	36	36	252	6.30
<i>Subtotal</i>								420	10.50
TOTAL								1,284	32.10

**May substitute one hour of physician time for two hours of mid-level practitioner time, or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.*



2 Pricing Clarification

2.1 Exhibit 2 Per Diem Adjustment

In the event the average daily inmate population (ADP) fluctuates greater than the ceiling or lower than the floors set forth in the schedule below, adjustments to the monthly base compensation shall be made based upon the following ADP perimeters:

For populations that exceed 825 average daily per month (paid by WVRJ)

For populations that fall below 775 average daily per month (credit to WVRJ)

For example, if the ADP of local inmates for any given month is less than 775 then contract shall issue a credit to WVRJ upon the following calculations 775 minus the actual monthly ADP, times the per diem rate, times the number of days in the month.

Likewise, if the ADP of local inmates for any given month exceeds 825 then WVRJ shall pay to contractor an additional payment based upon the following calculations actual ADP minus the 825 , times the per diem rate, times the number of days in the month.

ADP shall be determined from the WVRJ records and calculated by totaling, for a given month the daily inmate population contained in the WVRJ daily status reports and dividing such sum by the number of days in the month.

The per diem adjustment is intended to cover additional costs in those instances where minor, short term increased in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions or facility expansion increased costs.

Type of Inmate	Perimeter	Per Diem Rate
Local Inmate	Below 775	\$1.22
Local Inmate	Above 825	\$1.22



2.2 Exhibit 3 Salary Ranges and Rates

The Contractor must identify salary ranges and average rates for each position submitted on the staffing tables. The average rate identified in this document is the amount that will be utilized by WVRJ for the payback credits and/or liquidated damages and penalties (that amount will be increased during each year of the agreement by a percentage identified by the Contractor). This is a sample list of positions and not all positions identified below must be utilized. List only those positions that are utilized. This chart also identifies whether the position is an employee, independent contractor or subcontractor and, if an employee, whether exempt/salaried or non-exempt/hourly. Any position title used must include all required information. Titles for positions not included but intended for use by the Contractor must be added and the complete information included.

Position Title	Salary	Shift Differential	Status
Health Services Adm.	\$45.00	N/A	E/S
Dir. Of Nursing	\$41.50	N/A	E/S
Medical Director/Staff Physician	\$175.00	N/A	SC
Mid-level Provider	\$67.00	N/A	E/S
LCSW	\$31.00	\$1.00 / \$1.50 / \$0.50	E/H
Psychiatrist	\$180.00	N/A	SC
Psychiatric NP	\$65.00	N/A	E/S
Admin. Asst./Sec.	\$18.00	\$1.00 / \$1.50 / \$0.50	E/H
Intake RN	\$35.00	\$1.00 / \$1.50 / \$0.50	E/H
Staff Nurse/RN	\$35.00	\$1.00 / \$1.50 / \$0.50	E/H
Mental Health Coordinator	\$36.00	N/A	E/S
LPN	\$25.00	\$1.00 / \$1.50 / \$0.50	E/H
Med Tech	\$16.00	\$1.00 / \$1.50 / \$0.50	E/H
Medical Records Clerk	\$15.50	\$1.00 / \$1.50 / \$0.50	E/H
Dentist	\$100.00	N/A	SC
Dental Assistant	\$17.00	N/A	SC

Note: Status of the position must be identified as: E for Employee with a /H if Hourly and a /S if Salaried; an IC for Independent Contractor; and a SC for Subcontractor. Each range should be listed as either an hourly rate or as an annual salary. Full-time positions must be based on 2080 hours per year.



2.3 Subsequent Year Pricing

Wellpath proposes to provide services in subsequent years beyond the initial contract term at a cost that includes an annual escalation over the prior year cost to cover anticipated increases in salary requirements, cost of employee benefits, cost of liability insurance, materials, etc. in proportion to the increase or decrease of the Bureau of Labor Statistics, Consumer Price Index (CPI). The maximum change from any one contract year to the next shall not exceed 2.5 percent.

Wellpath will use the following CPI parameters: Series ID CUUR0000SAM2, All Urban Consumers, U.S. City Average, Medical Care Services, Index Base Period 1982-84=100, Reference Period is December 2018, not seasonally adjusted, with no cap and no floor. (See <http://data.bls.gov/cgi-bin/surveymost?cu>).

The annual CPI adjustment shall be applied to the inmate base price per diem, the off-site medical cap, and to the population adjusted per diem.

2.4 Compensation and Benefits

Compensation and benefits of Wellpath's personnel shall be established solely by Wellpath. However, we have provided the WVRJ a summary of salary rates by position title, salary for each position identified using Exhibit 2 - Salary Ranges and Rates ([See Section 1.1.2](#)).

WVRJ and Wellpath agree that pricing includes \$25,000 annually in sign-on bonuses. Any amounts required above that in order to recruit staff shall be approved by WVRJ administration and billed separately to WVRJA.

2.5 Paybacks and Credits

Per discussions, Wellpath agrees to the following modifications to Paybacks and Credits outlined in the RFP:

- Intake assessments will incur the stated penalty if a compliance rate of less than 95% is determined, and only following a 30-day cure period, in which Wellpath does not demonstrate correction of the issue to bring compliance to the 95% threshold or above.

2.6 Pre-Existing Conditions

Per Virginia Statute 53.1-126 "Nothing herein shall be construed to require a sheriff, jail superintendent or a locality to pay for medical treatment of an inmate for any injury, illness, or condition that existed prior to the inmate's commitment to a local or regional facility, except that medical treatment shall not be withheld for any communicable disease serious medical needs, or life threatening conditions". WVRJ follows this statute and does not authorize payment for any hospital treatment and/or hospitalization for pre-existing conditions.

2.7 Off-Site Medical Services

This proposal includes Wellpath responsibility for the coordination and management of off-site care. However, Wellpath has no responsibility for payment of off-site claims for services provided.



2.8 Pharmacy

Wellpath will continue to provide all pharmacy services to the WVRJ utilizing the services of WVRJ's preferred pharmacy subcontractor. Wellpath agrees to supply flu shots for patients within the new contract.

2.9 Dialysis

Wellpath will be responsible for coordinating dialysis services on-site, to include nephrology services. The cost of these services will be passed through to Western Virginia Regional Jail Authority.

2.10 Changes in the Standard of Care or Scope of Services

The proposed price reflects the scope of care as outlined in our proposal and the current community standard of care with regard to correctional healthcare services.

Should there be any change in or modification of the local, national or community standards of care or scope of services, court rulings or interpretation, state or federal law or statute or interpretation thereof that results in sustained and material changes in costs, coverage of costs related to such changes are not included in this proposal and would need to be immediately negotiated with the WVRJ to ensure both parties' interests are properly aligned. Opening of additional areas in the facility or new construction of additional space would also be considered a change in the scope of service and require renegotiations.



3 Pricing Form

Category	First Year Cost
Employee Benefits and Salaries	\$2,889,143
Contract Fees	\$313,338
Medical Expenses (CAP included in based contract)	
Pharmaceuticals	WVRJ responsible
Medical Supplies	\$74,259
Laboratory	\$61,099
Radiology	\$47,122
Other Ancillary Services (i.e. Dialysis)	Pass through to WVRJ
Malpractice Insurance	\$135,350
Administrative Costs	\$131,167
Federal, State and Local Taxes and Licenses	\$3,517
TOTAL FIRST YEAR COST	\$3,604,955
INMATE BASE PRICE PER DIEM	11.97

EXHBIT C
WELLPATH EXCEPTIONS

Paragraph	Term, Condition or Specification	Exception
Paragraph 9.14.6 "Certificate of Insurance"	"Such certificate(s) shall specifically state that the Contractor shall give the Regional Jail at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies."	Wellpath respectfully takes exception to the requirement that the certificate(s) provide for a notice of a "material change" only. Alternatively, Contractor can give 30 day notice of a material change in any of the insurance policies. The Certificate will specify that a 30 day notice will be provided in the event the policy is cancelled.
Paragraph 9.14.7	"A copy of the Professional Liability/Malpractice policy shall be forwarded to the WVRJ Risk Manager prior to the implementation of services."	Wellpath respectfully takes exception to the requirement that it shall provide a copy of its insurance policy on the basis it is considered proprietary. Wellpath shall provide a copy of its insurance policy redacted for proprietary information to County upon request.
Paragraph 9.14.7	"If requested, the Medical Provider or Medical Benefit Plan shall certify and make available loss information from any Insurer as to any claims filed or pending against professional liability coverage in effect for the past five (5) years."	Wellpath respectfully takes exception that it must provide loss information on the basis that is proprietary and or a trade secret; however we believe we can provide litigation reports that will address all of the County's concerns; such reports shall include all settlement amounts paid and amounts paid on closed cases and a list of open claims and other information as requested.
Paragraph 9.14.7	"Professional liability coverage shall be specific to this contract and not a universal umbrella policy."	Wellpath respectfully takes exception that the professional insurance coverage be specific to the contract and requests to discuss insurance options with the County.
Paragraph 10.7	Provision and or terms for Contractor's right to terminate without cause.	Wellpath respectfully takes exception to request that the right to terminate for convenience or without cause also be available to Contractor.
Paragraph 6.1.1	"Future changes to NCCHC accreditation standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract."	Wellpath respectfully takes exception to request (1) that in the event the standards change and it results in additional staffing and or costs that it be considered a change in scope requiring the parties to renegotiate the contract terms and or (2) to discuss alternative arrangements agreeable to both parties.

Paragraph 6.1.2	"Future changes to ACA accreditation standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract."	Wellpath respectfully takes exception to request (1) that in the event the standards change and it results in additional staffing and or costs that it be considered a change in scope requiring the parties to renegotiate the contract terms and or (2) to discuss alternative arrangements agreeable to both parties.
Paragraph 6.1.3	"Future changes to VADOC certification standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract."	Wellpath respectfully takes exception to request (1) that in the event the standards change and it results in additional staffing and or costs that it be considered a change in scope requiring the parties to renegotiate the contract terms and or (2) to discuss alternative arrangements agreeable to both parties.
Paragraph 4.3	"The same must be provided for all other firms included as subcontractors to the prime Contractor."	Wellpath respectfully takes exception to the requirement to the extent it applies to off-site contractors.
Paragraph 10.33	OWNERSHIP OF DATA: Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of WVRJ unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of WVRJ."	Wellpath respectfully takes exception to this requirement to discuss what materials Wellpath requests to be protected as confidential, proprietary and trade secret materials. Specifically including, but not limited to, any technological interface and or other applications developed towards implementing or interacting with our Electronic Record Management Application System (ERMA). However, any policies and procedures developed by Wellpath in coordination with the WVRJ and which are specific to the WVRJ shall be provided to the WVRJ; furthermore, any reports prepared upon request of the WVRJ by Wellpath shall not be made available to any individual or organization by Contractor without the prior written authorization of WVRJ.

EXHIBIT D



County of Roanoke

Finance Department
Purchasing Division

W.L Heath Honaker, Purchasing Manager
County of Roanoke
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 283-8146
(540) 561-2823
hhonaker@roanokecountyva.gov

REQUEST FOR PROPOSAL **#2019-066**

HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WESTERN VIRGINIA REGIONAL JAIL

One (1) original, Two (2) electronic (USB Flash Drive) one as submitted, and one redacted to remove all confidential and proprietary material, and Seven (7) exact duplicates of the Sealed Proposal

Mandatory Pre-Proposal Conference Date: December 13th, 2018 at 2:00 PM
At the Western Virginia Regional Jail for the purpose of questions and a site visit.

Proposal Due: January 14, 2019
2:00 P.M.
(Local Prevailing Time)

This Public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Project: _____

RFP for Consultant Services

Revised 3/2018

Signature Form for:
RFP No. 2019-066 - Healthcare and Pharmaceutical Services for the Inmates of the Western Virginia Regional Jail

Issue Date: December 3, 2018
Issued By: **County of Roanoke, On Behalf of the Western Virginia Regional Jail Authority**
Roanoke County Administration Building
Purchasing Division
5204 Bernard Drive, SW, Suite 300-F
Roanoke, VA 24018-0798
Phone (540) 772-2020
Email: hhonaker@roanokecountyva.gov

Sealed proposals will be received on or before 2:00 P.M., Monday January 14, 2019 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 4:00 p.m., Friday December 28, 2018. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The County reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for one hundred twenty (120) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

Legal Name and Address of Firm: _____

State: _____ Zip: _____ Date: _____

By: _____ (Signature in Ink)

Name: _____ (Please Print)

Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

VA State Corporation Commission/Federal ID Number#: _____

Project: _____

RFP for Consultant Services

Revised 3/2018

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FOR
RFP # 2019-066

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REGIONAL JAIL**

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1. RFP REQUIREMENTS AND INFORMATION

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Office of the Purchasing Manager, County of Roanoke, 5204 Bernard Drive SW, Suite 300F Roanoke, VA 24018 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Offerors need to submit their Federal Identification Number on a W-9 form included in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The offeror's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP to be considered for an award.

Proposals must be in a sealed envelope/package and marked "RFP #2019-066, "Healthcare and Pharmaceutical Services for the Inmates of the Western Virginia Regional Jail"

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

A Mandatory Pre-Proposal Conference and tour of facility will be held on December 13, 2018 at 2:00 p.m., at Western Virginia Regional Jail, located at 5885 West River Road, Salem, Virginia 24153.

The contractor will be responsible for all requirements and successful performance of this contract.

1.1. Purpose

The primary objective of this contract is to provide medically necessary services that are cost effective and maintain a level of quality in accordance with standards established by the Commonwealth of Virginia Board of Corrections (BOC); the National Commission on Correctional Health Care (NCCHC); and the American Correctional Association (ACA). The facility is currently ACA accredited. The expectation is that the provider will maintain current accreditations.

- The services under this contract shall apply to all inmates that are housed in or in the custody of the Regional Jail. This contract is to provide for medically necessary services that are cost effective.
- WVRJ requests proposals from qualified vendors to provide a comprehensive program of inmate health care to include:
 - An on-site medical services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of medical conditions, stabilization of urgent and emergency medical/psychiatric conditions, discharge planning and medication management);
 - An on-site dental services program to meet the needs of inmates (e.g., initial assessment, extractions, examinations and emergency treatment);
 - An on-site mental health care delivery program to meet the needs of the inmates; and
 - An off-site preferred provider network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided on-site at the Regional Jail.

1.2. Inquiries

Any explanation desired by a offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, December 28, 2018, to the WVRJ Purchasing Manager listed below and clearly marked "Questions for

Healthcare and Pharmaceutical Services for the Inmates of the Western Virginia Regional Jail". Questions may be sent via email or facsimile to:

Heath Honaker,
Purchasing Manager
5204 Bernard Dr. SW, Suite 300-F
Roanoke, Virginia 24018-0798
hhonaker@roanokecountyva.gov
Fax 540.561.2823

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx> as well as on the Virginia Procurement Site DGS/DPS eVA VBO (www.eva.virginia.gov).

Any addendum shall become part of this RFP and part of any contract resulting from this RFP.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although 'Notify Me' and 'eVA' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020

1.3. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference has been scheduled for this RFP. The purpose of the mandatory pre-proposal conference is to provide an opportunity for offerors to raise questions and verify any of the proposal requirements. Offerors should send a list of attendees to the Purchasing Manager. For the pre-proposal conference each participant must have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than three individuals may participate for a single Contractor. The pre-proposal conference will be held:

Date/Time: 2:00 p.m., EST, December 13, 2018.

**Location: Western Virginia Regional Jail,
5885 West River Road,
Salem, VA 24153**

A tour of pertinent parts of the facility will be provided at the time of the mandatory pre-proposal conference.

1.4. Contract Period

This contract shall be for a term of three (3) years, starting on April 1, 2019. This agreement will automatically renew for three (3) additional two-year terms unless either party gives written notice of termination at least one hundred twenty (120) days before the end of the original term. For additional information on contract period terms please refer to page 98 Section 10.6. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

1.5. Contract Administration

WVRJ will administer the contract. The successful contractor(s) will be required to bill WVRJ directly. Any problems with delivery, payment, credit, etc. for invoices for WVRJ will be handled directly by WVRJ.

1.6. Communication with Staff

From the date the RFP is issued until an Offeror has been selected and officially announced, all communication regarding this RFP by potential Offerors and employees of WVRJ shall be in writing and addressed to the Purchasing Office.

Once a contractor is preliminarily selected, that contractor is restricted from communicating with unauthorized WVRJ staff and contracted staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
- Contacts made pursuant to any pre-existing contracts or obligations;
- WVRJ staff and/or contractor staff present at the Pre-Proposal Conference when recognized by WVRJ staff facilitating the meeting for the purpose of addressing questions;
- WVRJ-requested presentations, key personnel interviews, and
- Clarification sessions or discussions to finalize a contract.

1.7. Prime Contractor Responsibilities

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, WVRJ will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Offeror will provide a toll free telephone number, and a mobile number, for contractual service related issues.

Offeror shall also provide a fax number and email address in its response to this RFP

The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations here under without the prior written consent of the other.

The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. WVRJ reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontractors found to be unacceptable.

1.8. Rejections of Proposals

WVRJ reserves the right to reject any or all proposals, wholly or in part. WVRJ reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the offeror's competitive position. All awards will be made in a manner deemed in the best interest of WVRJ.

1.9. Schedule

ACTIVITY		DATE/TIME
1.	Release date for Request for Proposal	December 3, 2018
2.	Mandatory pre-proposal conference at WVRJ	2:00 p.m., EST, December 13, 2018
3.	Last day to submit written questions	4:00 p.m., EST, December 28, 2018
4.	WVRJ responds to written questions through RFP Addendum to be sent to all prospective offerors.	January 8, 2019
5.	Proposal Due Date	2:00 p.m., EST, January 14, 2019
6.	Tentative Oral Presentations	January 24, 2019
7.	Tentative Non-Binding Pricing Proposals Due	January 24, 2019
8.	Tentative Second Oral Presentation	February 7, 2019
9.	Tentative Negotiations	February 19, 2019
10.	Estimated Contract start date	April 1, 2019

1.10. Oral Presentations

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Contractor intends to provide to WVRJ. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non-comply". Contractors are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to WVRJ.

Once proposals are received, WVRJ shall engage in Oral presentations with two or more offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. The oral presentation is an opportunity for WVRJ Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Contractor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Contractor to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, are tentatively scheduled for January 24, 2019. Repetitive oral presentations shall be permissible. At the request of the first oral presentation WVRJ may discuss non-binding estimates of the project cost. After the conclusion of the oral presentations, on the basis of the evaluation factors outlined herein and all information developed in the selection process up to that point, WVRJ shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract can be successfully negotiated with that offeror, an award shall be

made. If not, negotiations with the offeror shall be terminated and negotiations conducted with the offeror ranked second and soon, until a contract can be successfully awarded. Should WVRJ determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the offeror. If conducted, will be conducted at the discretion of WVRJ.

1.11. Proposal Evaluation for Healthcare Services

WVRJ will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

- Medical Records / Reports Capability
- Financial Depth and Stability
- Corporate Experience and Background
- Mental Health Program: Proposal, Performance History
- References
- Leadership Team / Staffing Plan Proposal
- Inmate Discharge Plan
- Pre-proposal Conference Attendance
- Recruitment, Retention, Compensation-Benefit Plan / History

Proposal Evaluation for Pharmaceutical Services

WVRJ will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

- Financial Depth and Stability
- Corporate Experience and Background
- Operational and Programmatic Approach to Delivery of Services
- Accessibility the Contractor will be able to provide to WVRJ
- References

1.12. Definitions

The following terms used in this Request for Proposals (RFP) shall, unless the context indicates otherwise, have the meanings set forth below:

- ACA Standards means the Standards for Adult Local Detention Facilities published by the American Correctional Association as hereafter supplemented or amended.
- Average Daily Inmate Population - Average daily inmate population is the total number of inmates confined in the jail as reflected in the Daily Inmate Census and Monthly Average Inmate Census reports which will be provided by the Contract Administrator.
- Benefit Hours - The benefit hours provided by the Contractor to certain employees, including paid holidays, vacation time, personal time and sick leave time.
- Board Eligible - A physician who has met the board eligibility criteria of the American Specialty Board in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventive medicine, psychiatry and infectious disease and who is certified to sit for the specialty board examination by the appropriate medical specialty board.

- Board Certified - A physician who has met the board eligibility criteria of the American Specialty Board in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventive medicine, psychiatry and infectious disease and who has successfully completed the specialty board examination by the appropriate medical specialty board.
- BOC – The Board of Corrections is a nine-member, policy-making Board appointed by the Governor for the Department of Corrections, subject to confirmation by the General Assembly.
- Community Standard - It is intended that "community standard" for medical, dental and mental health services describe the scope and quality of those services, including diagnostic testing, preventive services and after care considered appropriate, in terms of type, amount, frequency, level, setting and duration appropriate to the patient's diagnosis or condition. The care must be consistent with generally accepted practice parameters in the Commonwealth of Virginia as recognized by health care providers in the same or similar general specialty as typically treat or manage the diagnosis or condition, help restore or maintain the patient's health, prevent the deterioration or palliate the patient's condition, prevent the reasonably likely onset of a health problem, or detect an incipient problem.
- Facility – Western Virginia Regional Jail.
- Fiscal Year - The Commonwealth Fiscal Year, i.e., July 1 through June 30.
- Full Time Equivalent - Work equivalent to the work performed by one person in forty (40) hours in one week.
- Health Care Administrator- A senior employee of the Contractor responsible for the administration of Services at the Facility.
- Inmate - means male, female and juvenile (offender under 18 years of age) offenders detained at the WVRJ.
- Inmate Count - The total number of Inmates in the custody of WVRJ each day. This information will be provided to the Contractor by the WVRJ on a daily basis.
- Matrix - The staffing tables setting out the Personnel positions, with position titles, position numbers, and Full Time Equivalent ("FTE") hours for each position, to be provided by the Contractor.
- Medical Director - A physician appointed by the Contractor to oversee medical services at the Facility.
- Medical Records - All records, including paper and electronic records made and maintained during the course of medical, dental and mental health evaluation and treatment of Inmates including but not limited to medical records, dental records, mental health records, forensic evaluations, orders, progress notes, consultation and laboratory requests and reports, and therapy notes.
- National Commission On Correctional Health Care (NCCHC) - The mission of the National Commission on Correctional Health Care is to improve the quality of health care in jails, prisons and juvenile confinement facilities. NCCHC's Standards for Health Services are their recommendations for managing the delivery of medical and mental health care in correctional systems. The Standards help correctional and detention facilities improve the health of their inmates and the communities to which they return; increase the efficiency of their health services delivery; strengthen their organizational effectiveness; and reduce their risk of adverse legal judgments.

- Nursing Director - A senior nurse appointed by the Contractor as the Director of Nursing to oversee nursing services at the Facility.
- Off-Facility Referral - The referral and transportation of an Inmate from the Facility in order for the inmate to receive Services at another location; provided, however, that an "Off -Facility Transfer" shall not be deemed to have occurred upon the transfer of an Inmate from one Facility to another Facility, or from one non-Facility inpatient hospital setting to another non-Facility inpatient or outpatient hospital setting.
- Off-site Medical Expenses – Off-site medical expenses include: Off-site inpatient hospitalizations, specialty services, dialysis services, emergency room visits, out-patient services, physical therapy services, x-ray over reads, lab testing, ambulance services, and physician services. Off- site medical expenses do not include pharmaceuticals or x-ray services performed on-site.
- Offeror - means the Offeror awarded the contract for.
- Superintendent - The Chief Administrative Officer of the WVRJ.
- Personnel - Employees of the Contractor or any subcontractor or independent contractor of the Contractor. Employees of the Contractor or any subcontractor shall not be deemed City Employees.
- Project Manager - means the person appointed by the Superintendent who will be the official liaison between the successful contractor on all matters pertaining to this solicitation and subsequent agreement.
- Program - A comprehensive program of medical, dental, and mental health services for inmates.
- Psychotropic Medication - Medication used for mental health treatment, including but not limited to antipsychotic medication, antidepressant medication, mood stabilization medication, and anxiolytic medication.
- QMHP- Qualified Mental Health Professionals a person in the human services field who is trained and experienced in providing psychiatric or mental health services to individuals who have a mental illness.
- WVRJ - means Western Virginia Regional Jail.
- Services - Health services provided by the Contractor to Inmates pursuant to this Contract.
- Service Commencement Date - means the first day that the Contractor begins delivering Comprehensive Inmate Health and Mental Health Services 2019-066
- Space - Space at the Facility designated by WVRJ for use by the Contractor in rendering Services.
- Standards - means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and ACA and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to Contractor by. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by WVRJ.
- Staffing Shortfall - A vacancy of any Personnel position, other than Category I positions, at the Facility for a period of more than thirty (30) days.
- Variance - The difference between the hours required for a position at the Facility and the actual hours worked (plus benefit hours, if applicable) reported for that position at the Facility.

2. GENERAL INFORMATION

This request for proposal is designed to solicit proposals from qualified firms for providing Healthcare and Pharmaceutical Services for Inmates of the Western Virginia Regional Jail, located at 5885 West River Rd Salem, VA 24153. The average daily population (ADP) for the fiscal year of 2018 was 831.

Firms responding to this RFP must have a proven and verifiable record of providing Comprehensive Inmate Health and Mental Health Services or Pharmaceutical Services with a comparable size agency and scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit WVRJ to award a contract. WVRJ reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of WVRJ, revisions or amendments will require substantive changes in proposals, the due date may be extended.

WVRJ reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need of an increased population may be requested by WVRJ, based upon the availability of supplemental or expanded funding or grants. WVRJ reserves the right to reduce the scope of services during the contract term.

Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of Offerors and is not guaranteed to be relied upon for future volume levels.

The company submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. WVRJ is not responsible for any costs associated with the Contractor's development of the response proposal.

WVRJ may entertain alternative proposals submitted by any or all Contractors but the primary response must correspond directly to the immediate requirements of the RFP (or that specific section of the RFP if only a particular service is being bid).

3. PROPOSAL FORMAT (NOTE THAT CONTRACTORS MAY BID ON THE HEALTHCARE SERVICES, THE PHARMACEUTICAL SERVICES OR BOTH SERVICES IN RESPONSE TO THIS RFP)

Proposals shall be in the format described below and must include the following:

3.1. Section One - General Information about the Contractor

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

- **Letter of Transmittal**

Prepare a brief letter which provides the following information:

- Name and address of the Offeror
- Name, title and telephone number of the contact person for the Offeror.
- A statement that the proposal is in response to the Comprehensive Inmate Health and Mental Health Services Request for Proposal.

- A statement acknowledging and accepting the terms and conditions of this Comprehensive Inmate Health and Mental Health Services Request for Proposal.
 - The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.
- 3.1.1. Executive Summary
Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror's technical approach and the Offeror's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.
- 3.1.2. Offeror's Organization and Staffing
This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.
- 3.1.3. Documented Experience
The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to operate a Comprehensive Inmate Health and Mental Health Services or Pharmaceutical Services as described in the HealthCare and Pharmaceutical Services for the Inmates of the Western Virginia Regional Jail RFP.
- 3.2. **Section Two - Current and Previous Contracts**
Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. As a minimum, Section Two shall include:
- 3.2.1. Current Contracts or Business
List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror is providing Comprehensive Inmate Health and Mental Health Services and the length of time that each contract has been in effect.
- 3.2.2. Previous Contracts or Business
List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror has terminated Comprehensive Inmate Health and Mental Health Services, or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.
- 3.2.3. Legal Action
Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.
- 3.2.4. Audited Financial Statements
Provide audited financial statements for the most recent fiscal year and previous year to support the Offeror's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Offeror must be clearly delineated in the proposal.
- 3.3. **Section Three - Offeror's Work Plan**
Describe in detail the Offeror's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:
- 3.3.1. Offeror's Work Plan (As appropriate for Healthcare Services or Pharmaceutical Services)
Describe in detail if bidding on Healthcare Services:
- Actions the Offeror will take to start up and provide ongoing Comprehensive Inmate Health and Mental Health Services for Western Virginia Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be

accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Comprehensive Inmate Health and Mental Health Services.

- Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding contractual related issues.

Describe in detail if bidding on Pharmaceutical Services:

- Actions the Offeror will take to start up and provide ongoing Pharmaceutical Services for Western Virginia Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Pharmaceutical Services.
- Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding contractual related issues.

3.4. Section Four - Exceptions and Deviations

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non-compliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

3.5. Section Five - Technology Enhancements and Other Services

Offeror may use this section to describe technology enhancements, software applications, other services, etc. that are available through or recommended by the Offeror.

3.6. Offeror Notification

The successful Offeror submitting proposals shall be notified in writing within one hundred and twenty (120) days or less after the date specified for receipt of proposals (January 14, 2019).

3.7. Evaluation and Selection

Evaluation and selection of an Offeror will be based on the evaluation factors published in the request for proposal and all information developed in the selection process to this point. WVRJ shall select in the order of preference two or more offeror's whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. if a contract satisfactory and advantageous to WVRJ can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and condition acceptable to WVRJ, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the forgoing, if the terms and conditions for multiple awards are included in the Request for Proposal, WVRJ may award contracts to more than one offeror.

WVRJ reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of WVRJ. WVRJ also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves WVRJ's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this

specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals. WVRJ will consider any other factors that are in WVRJ's best interest.

4. OFFEROR PARTICIPANT CONSIDERATIONS

Contractor Qualifications

To qualify for this contract, the Contractor should:

- Demonstrate the Contractor has experience providing Comprehensive Inmate Health and Mental Health Services if bidding on Healthcare Services or experience providing Pharmaceutical Services in jails if bidding on Pharmaceutical Services with an average daily inmate population of 700 or more for five years.
- Demonstrate the Contractor's ability to achieve and maintain accreditation through NCCHC, and ACA in jails with an average daily inmate population of 700 or more if bidding on Healthcare Services.
- Demonstrate financial stability if bidding on Healthcare or Pharmaceutical Services.
- Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract if bidding on Healthcare Services.
- Demonstrate billing and collections procedures including reimbursement for returned and unused medication if bidding on Pharmaceutical Services.
- Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract if bidding on Pharmaceutical Services .

4.1. Organizational Structure of Contractor

The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies. The Contractor must also indicate the specific firm strengths that are most compatible with WVRJ's RFP objectives of the Contractor.

4.1.1. Organizational Charts

A table of organization/organizational chart must be submitted in the proposal to include the corporate hierarchy to the level of owner/board of directors, although names for board members are not necessary. Both position titles and names of each incumbent must be included with the reporting structure clearly identified. The tables of organization should relate to the lowest level being the on-site format for reporting and lines of command. This may require the submission of multiple organizational charts.

4.1.2. Resume Information

Each company must provide resume information on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Medical Officer or Medical Director, including information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel. Additionally for contractors bidding on the Healthcare Services the proposal must contain the resumes of the key on-site management team potentially identified for the contract including the Medical Director, Psychiatrist, Health Service Administrator, Director of Nursing, Mental Health Director, Dentist and Nurse Practitioner.

4.2. Experience, Client List and References

4.2.1. Geographic Scope

The Contractor must identify the geographic scope of the firm, whether local, within regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Contractor must provide details regarding off-site (from WVRJ) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

4.2.2. Client List

Each responder must submit a detailed list of all projects and clients for the last five years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached. The Contractor must also specifically disclose any contracts with jails or prisons that the Contractor has terminated prior to the normal contract expiration date. Failure to disclose such terminations may be grounds for WVRJ to reject the proposal and eliminate it from further consideration.

4.2.3. Client References

Each submission must include a list of ten client references providing information described in Exhibit 2 – Client References. Three of the references must be from contracts with jails with average daily inmate population greater than 700. Contracts with reference jails must have been in effect for at least one year and all of the references must be from current contracts. This information must be provided or the submission may be disqualified.

4.3. Litigation and Claims History and Experience (Healthcare Services only)

Each company must submit a listing of all legal claims closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime Contractor. The Contractor must also specifically disclose any jails, prisons, counties or states operating a jail or prison that the Contractor has sued. Failure to disclose such terminations may be grounds for WVRJ to reject the proposal and eliminate it from further consideration.

4.4. Confidentiality

All materials and information provided by WVRJ or acquired by the Contractor on behalf of WVRJ shall be regarded as confidential information and handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure that HIPPA standards will be adhered to.

4.5. Contractor Contact – Proposal and Contract

Each company must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. WVRJ must approve any substitution of this

individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and WVRJ will be the sole judge of the adequacy of the replacement.

The central contract person identified for the implementation and ongoing operation should be the Health Service Administrator. This person is expected to be the overall on-site Project Manager, who will be responsible for overseeing all aspects of health services, reports, presentations, etc., and all work performed under this contract.

The contact person identified by the company must be available via cellular phone. At the initiation of the contract, the contact person must be available around the clock on an ongoing basis.

4.6. **Corporate Stability and Financial Strength/Depth**

WVRJ will evaluate proposals on the basis of the Contractor's financial stability and the Contractor's capacity to undertake and sufficiently support the project. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the Contractor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns. An unsatisfactory ranking with regard to financial issues may be grounds for WVRJ to reject the proposal and eliminate it from further consideration.

5. **SCOPE OF SERVICES**

The purpose of this total health system network is to provide quality health care including mental health services and Pharmaceutical Services, as they relate to Virginia laws, in order to help facilitate quality preventive care and education, early identification and intervention, and treatment.

WVRJ houses male, female and juvenile inmates.

5.1. **Background Information**

WVRJ's current medical department includes: management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on-site routine and specialty services, and medical/dental/office supplies and services in accordance with the American Correctional Association (ACA), NCCHC, and Virginia law.

5.1.1. Main Facility

- WVRJ is located at 5885 West River Road in Salem, VA. WVRJ was opened in 2009 with a rated capacity of 805 but a total of 1024 beds available.
- The average daily inmate population of WVRJ during fiscal year 2018 was 831.

5.2. **Medical Unit**

Medical Treatment Area includes but is not limited to :

- Inmate Waiting Area
- Emergency Treatment Room
- Inmate toilet
- Clinic Office
- Dental Clinic
- Dental Office with Lab
- Medication/Pharmaceutical Storage Room
- Medical Records area – work area with staff toilet, mop closet, oxygen/cpap storage room, general supply storage room
- Lab

- Therapy room
- 4 exam rooms
- 4 Medical Offices
- Medical/Clerical work stations
- Staff Break room
- Conference Room
- Negative pressure rooms

5.3. **Statistics**

An overview of statistical data for primary medical services will be given out at the mandatory pre-bid conference. Offerors shall verify data wherever possible and ask for any other information needed to prepare their response to the RFP.

6. **GENERAL REQUIREMENTS (FOR HEALTHCARE SERVICES ONLY)**

6.1. **Accreditation**

6.1.1. National Commission on Correctional Health Care (NCCHC)

The Contractor may be required to obtain NCCHC accreditation during the initial term of the contract. The cost of NCCHC accreditation shall be borne by the Contractor.

It is the responsibility of the WVRJ healthcare Contractor to maintain the programmatic standards required for continued NCCHC accreditation. A penalty of \$10,000.00 per month may be assessed by WVRJ for failure to achieve and maintain accreditation, or being placed on probation by the NCCHC.

As part of the client references required in this RFP, Contractors must reveal instances in which accreditation was lost, or the healthcare program was placed on probation by the NCCHC, at sites where the Contractor was providing healthcare services. In such cases, Contractors must also provide details of the corrective action plan that was initiated, if any, in response to accreditation loss/probation.

Future changes to NCCHC accreditation standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract.

6.1.2. American Corrections Association (ACA)

WVRJ is currently American Corrections Association accredited at the time of this RFP. The Contractor is required to assist WVRJ in maintaining the ACA accreditation throughout the life of the contract.

It is the responsibility of the WVRJ healthcare Contractor to maintain the programmatic standards required for continued ACA accreditation. A penalty of \$10,000.00 per month may be assessed by WVRJ for failure to maintain accreditation, or being placed on probation by the ACA.

As part of the client references required in this RFP, Contractors must reveal instances in which accreditation was lost, or the healthcare program was placed on probation by the ACA, at sites where the Contractor was providing healthcare services. In such cases, Contractors must also provide details of the corrective action plan that was initiated, if any, in response to accreditation loss/probation.

Future changes to ACA accreditation standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract.

6.1.3. Virginia Department of Corrections (VADOC)

WVRJ is currently Virginia Department of Corrections Certified at the time of this RFP. The Contractor is required to assist WVRJ in maintaining the VADOC certification throughout the life of the contract.

It is the responsibility of the WVRJ healthcare Contractor to maintain the programmatic standards required for continued VADOC certification. A penalty of \$10,000.00 per month may be assessed by WVRJ for failure to be in compliance with VADOC standards at the time of the annual unannounced site verification visit. In such cases, Contractor must provide a detailed corrective action plan to correct the deficiency. The penalty will continue to be applied until VADOC determines the facility meets the relevant standards.

Future changes to VADOC certification standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract.

6.2. Transition Implementation Plan

The quality, breadth and depth of the Transition Implementation Plan are critical to the success of the contract start-up and the conversion from current provider.

Each Contractor must submit a comprehensive Transition Implementation Plan to describe activities during the thirty (30) days prior to the initiation of on-site serves in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by WVRJ. The Plan must address key aspects that are critical to the success of the transition such as: plans for external recruitment, interviewing and hiring; staffing coverage with sufficient Virginia-licensed personnel; retention of current personnel as well as independent contractors; negotiation and execution of subcontractor agreements; development of facility policy and procedure, forms and manuals as well as site-specific job descriptions; continuity of pharmacy services and operations; availability of medical, dental and office supplies as well as related equipment; provider, hospital and specialty network development; start-up of personnel tracking/time and attendance monitoring to ensure timeliness of reports; computer hardware and software, any electronic medical record initiatives, compatibility with WVRJ records management systems, or any other programs or services unique to the Contractor.

6.3. Paybacks and Credits

There are a number of paybacks and credits established within this RFP to protect WVRJ and to ensure that contracted hours are provided according to the tables submitted with the proposal. The intent of the paybacks and credits is to retrieve dollars for WVRJ, from the Contractor, that were not paid out to employees or independent contractors because hours were not provided according to the agreement as stipulated by the Contractor in the plan with the bid.

6.3.1. Provider Hours

Any hours scheduled for on-site coverage by medical providers (either Medical Director, staff physicians, Chief Psychiatrists, psychiatrists and Mid-level providers but excluding specialty or subspecialty consultants) or by dentists, that are not provided or filled completely by the hour according to Exhibit 3 Staffing Table or otherwise agreed upon with WVRJ, will be adjusted to the benefit of WVRJ in the next monthly payment to the Contractor. This adjustment will be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The Contractor is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Partial hours or portions of each hour worked must be identified by quarter-hour or fifteen (15)-minute increments. Six major

holidays will be exempt from requiring such on-site provider coverage except under emergency circumstances and these include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor is responsible to define the holiday by specific hours. These payback hours will be taken against the next Contractor payment and will be assessed at 100% of the hourly rate plus benefits for that position as identified by the contractor in the bid as required, or as adjusted annually thereafter, as applicable. Hours of participation in training that is approved in advance by WVRJ may be exempt from this payback requirement.

6.3.2. Minimum Continuous Staffing

The payback credit for staffing other than providers described in the preceding paragraph will be focused on positions that are scheduled for continuous coverage (24-hour coverage), as well as posts that are critical to the maintenance of operations and require relief in any and all situations. This payback will be taken by WVRJ as a credit against the next routine monthly payment to the Contractor and will consist of 100% of the hourly rate plus benefits for the position as identified by the Contractor in the attachment to the proposal listing hourly rates for all positions contained in the RFP, or as adjusted annually, as applicable. Even absences due to approved leave time such as vacation, sick leave or holiday time, that requires backfill to ensure continuous coverage, will be taken as a credit by WVRJ if not backfilled at 100%. This adjustment will be an actual hour for hour basis and any portions of hours will be considered at the quarter-hour or fifteen (15)-minute mark. Training that is authorized and approved in advance may be considered as time worked on a case by case basis for positions that routinely require relief and will be determined by WVRJ . Staffing that must be replaced includes any nursing/medical assistant, LPN or RN as scheduled regardless of day of week, shift, or post assignment. Positions meeting the definition for minimum staffing as described above should be identified on Exhibit 3 Staffing Table. Hours replaced by approved individuals will be considered as hours worked against the absent hours and will be adjusted on the credit.

6.4. **Liquidated Damages and Penalties**

Given the nature of the services being provided – medical care to a large number of incarcerated individuals on a daily basis, and the inherent difficulties in proving loss to WVRJ or otherwise obtaining an adequate remedy for a Contractor breach, any agreement entered into under this RFP will include a liquidated damages provision as set out below. By submitting a proposal, the offeror agrees that such liquidated damages provision is reasonable and appropriate. The goal of WVRJ is not to impose liquidated damages, but instead to ensure that the Contractor delivers the required services. WVRJ does not budget or project liquidated damages in its operational planning, and no liquidated damages would be owed if the offeror remains in compliance with the contract terms and conditions.

6.4.1. Vacancy

If any position identified in the staffing table submitted by the Contractor in the proposal and agreed upon in the contract remains vacant of a permanent personal for more than thirty (30) days, there will be an assessment of a penalty to include the hourly rate plus an additional twenty-five (25) percent to account for benefits consideration. The penalty will be initiated at the 30-day mark and not at the original date of vacancy. This penalty applies regardless of the type of position. If the provider hours or minimum continuous staffing payback credit is also applied for absent hours and the vacancy extends beyond the thirty (30) days, WVRJ will take the

additional 25% penalty. The hourly rate will be credited only one time with the potential for the additional 25% assessment.

6.4.2. Temporary Agency Personnel

If temporary, PRN and/or agency personnel usage exceeds 10% of the total hours provided according to the contracted hours, WVRJ may invoke a penalty of \$1,000 per month of occurrence. However, WVRJ will allow a thirty (30)-day cure period when this level of usage is identified. If the usage returns to a level below the penalty point, no penalty will be assessed. This penalty applies regardless of the type of position that the agency staff is filling and is not specific only to nursing jobs.

6.4.3. Waivers (Associated with Liquidated Damages/Penalties)

The Contractor may appeal any assessment of liquidated damages or penalties to the Superintendent. The Superintendent retains the sole and final authority to grant, suspend or deny the Contractor's request for a waiver based on the quality of the argument and documentation provided. The Superintendent may waive the penalty in whole or in part or may delay assessment of the penalty.

Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the Contractor to WVRJ.

WVRJ may assess penalties of \$200.00 for each 14 day Health Assessment and 15 day Restricted Housing Assessment that is not completed within the required time line and \$100.00 for each receiving screening that is not completed within four hours of the inmate being booked into the facility.

6.5. **Staffing and Personnel**

The Contractor shall provide health services staff in a professionally acceptable manner. Staff shall be qualified, adequately trained, and demonstrate competency in their assigned duties.¹

Qualified health care staff shall be on duty 24 hours a day, seven days a week.²

6.5.1. Staffing Plan

The Contractor shall submit a detailed staffing plan/table that includes titles, hours scheduled (full-time or part-time), shifts, days of the week, facility location, etc. to demonstrate appropriate clinical coverage throughout the facilities. These staffing tables shall show staffing levels with regard to the types and number of health and mental health professionals by discipline, by shift and day of the week. Staffing levels shall adequately reflect the size of the institution's intake screenings conducted annually, transfer summaries completed, and the comprehensive scope of services available on-site. Full-time work shall consist of a 40-hour work period, excluding the lunch period, with a 5-day workweek. Any schedule for full-time to be scheduled fewer than 5 days per week will require the advance approval of WVRJ, e.g. a 4-day work week of 10 hours per day. The staffing may reflect a mix of physician and physician extender staff including mid-level providers/physician assistants for medical hours exceeding 40 per week.

6.5.2. Staff

- Medical Director

¹ ACA – 4-ALDF-4D

² ACA – 4-ALDF-4D-04

The Contractor's Medical Director is a singularly designated, full-time, on-site physician, with responsibility for assuring the appropriateness and adequacy of inmate health care. The proposal shall address what the Medical Director's responsibilities will be regarding the overall medical management of inmates. The proposal shall also address what part of on-site time provided by the Medical Director will be committed to administrative duties, direct-care, and involvement in quality assurance.

The Medical Director shall be licensed in the Commonwealth of Virginia and that license shall be in good standing. DEA licensure shall be current and in good standing as well. The Medical Director shall be Board Certified or Board Eligible in one of the following specialty physician fields: family practice, internal medicine, emergency medicine, or preventive medicine. Preferable to have Medical Director be waived to prescribe Buprenorphine for medication assistance therapy.

Provisions of Treatment - Clinical decisions are the sole province of the responsible clinician and are not countermanded by non-clinicians.³

- **Physicians**

The Medical Director and Chief Psychiatrist shall be board certified or board eligible. Staff physicians and psychiatrists shall be board eligible or at least have completed an approved residency program. Physicians contracted to provide on-site specialty and subspecialty services shall be board certified in their respective areas of expertise or must obtain a waiver of this requirement by the Medical Director to the Superintendent or designee.

- **Health Care Administrator**

The Contractor's Health Care Administrator is a full-time, on-site health care administrator who shall have the general responsibility for successful delivery of health care pursuant to the contract. The proposal shall address what the Health Care Administrator's responsibilities will be regarding staffing, recruitment, in-service training, policy and procedure development and quality assurance program. The Contractor shall indicate the qualifications of, as well as the range and scope of the responsibilities and activities of this position.

The Health Care Administrator shall hold at least a baccalaureate degree in a health-related field such as public health, public administration, business administration, hospital administration, nursing, etc.; or possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the WVRJ health services program, complying with accreditation standards, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment. A master's degree and correctional experience are preferred.

- **Medical Personnel**

The Contractor shall provide qualified health care personnel to include Certified Health Assistants, LPN's, RN's, Physicians, Dentist, Dental Assistant, and Psychiatrist whose duties and responsibilities are governed by job descriptions that include qualifications and specific duties and responsibilities. Job descriptions shall be kept on file in the facility and are approved by the health

³ ACA – 4-ALDF-4D-02

authority. The contractor shall insure that all personnel be licensed, certified or registered to the extent required by the Commonwealth of Virginia and as necessary for the contractor to fulfill its obligations under this contract. The Physicians, Dentist, and Psychiatrist shall be Board Certified or Board Eligible.

- **Clerical Staff**
The Contractor shall provide sufficient clerical staff to support the medical contract and manage medical records
- **Temporary Personnel**
Agency PRN or temporary personnel such as nursing, medical records, clerical or other staffing is highly discouraged due to the turnover of this staff. However, should such temporary staff be assigned to these sites on a recurring basis, agency staff is an acceptable alternative. The preference of WVRJ is to maintain a full-time, part-time and PRN staff that are committed to these facilities. Should the use of temporary agency personnel negatively impact on-site continuity of operations, WVRJ reserves the right to give the Contractor a cure period of 30 days to reduce the use of agency personnel to an acceptable level, as established by the Superintendent or designee, based on needed staffing and coverage. Failure to meet the requirements by the Contractor may result in a penalty of \$1000 per occurrence.
- **Use of Students and/or Interns**
Any students, interns, or residents providing health care in the facility, as part of a formal training program, shall work under staff supervision commensurate with their level of training. There shall be a written agreement between the Contractor and training and education facility that covers the scope of the work, length of agreement, and any legal liability issues. Students and interns shall agree in writing to abide by all facility policies, including those related to security and confidentiality of information.⁴

These individuals must meet security clearance requirements and receive one day of orientation prior to initiating services. Health services staff shall provide supervision of such trainees and the Contractor may not include these individuals as an offset to staffing absences, hours lost or vacancies. Supervision of trainees may vary upon the profession and may require direct observation and sign-off of all work performed, if any. These categories of personnel must have liability protection equivalent to that of the Contractor or they may not participate in programming on-site.
- **Inmate Assistants**
The Contractor shall not use inmates to assist with health care, perform familial duties, or interpret for other inmates.⁵

6.6. Credentialing

The Contractor shall ensure that all health and mental health professionals are fully credentialed and appropriately licensed/certified/registered according to state and federal laws and regulations. The credentialing process shall include physicians, dentists, psychiatrists, mid-level providers/physician assistants, psychologists, and social workers if

⁴ ACA – 4-ALDF-4D-10

⁵ ACA – 4-ALDF-4D-11

applicable. Primary source verification shall be completed and the credentials file shall include documentation regarding employment history, state licensure/renewal, DEA registration, ACLS certification (or BCLS/CPR/AED), evidence of malpractice coverage, medical school training, internship, residency, foreign medical graduate verification, and board eligibility/certification through the American Board of Medical Specialties (ABMS). Contractor shall ensure that the National Practitioner Data Bank is checked for each physician candidate and that the Virginia-licensing agency has no findings or censure against the individual. Credentials files shall be complete within 90 days of hire or contract on-site and temporary credentials prior to that time shall minimally include licensure and DEA information as well as evidence of current malpractice insurance. These files are subject to review and inspection by WVRJ upon request and become the property of WVRJ upon contract termination.⁶

6.6.1. Physician Qualifications

The Medical Director and Chief Psychiatrist shall be board certified or board eligible. Staff physicians and psychiatrists shall be board eligible or at least have completed an approved residency program. Physicians contracted to provide on-site specialty and subspecialty services shall be board certified in their respective areas of expertise or must obtain a waiver of this requirement by the Medical Director to the Superintendent or designee.

6.6.2. Formal Complaints

Any complaints against an individual license or to a field medical board shall be reported immediately to WVRJ. Only individuals whose license and board is in good standing shall be considered. Individuals, whose license is under disciplinary action of any kind, probation or suspension, or has a complaint filed with their medical board, shall not be acceptable. Physician admitting privileges at local hospitals shall also be investigated to ensure good standing. It is preferable that the Medical Director has staff privileges in at least one local hospital in the area.

6.6.3. Proficiency Testing and Competencies

While nurses and psychiatric social workers will not complete a full credentialing process, licenses shall be verified and any disciplinary action delineated. Nurses shall complete a proficiency inventory and be able to demonstrate appropriate techniques in phlebotomy, IV management, and other appropriate practices.

6.6.4. Personnel Qualifications

The Contractor shall provide qualified health care personnel whose duties and responsibilities are governed by job descriptions that include qualifications and specific duties and responsibilities. Job descriptions shall be kept on file in the facility and are approved by the health authority. If inmates are treated at the facility by health care personnel other than a licensed provider, the care is provided pursuant to written standing or direct orders by personnel authorized by law to give such orders.⁷

6.7. Approval

Initial appointment of, and future changes in, the positions of Health Services Administrator, Medical Director, Director of Nursing and Psychiatrist or Mental Health Director must have the prior approval of the Superintendent. Proposed individuals should be identified and their resumes submitted with this proposal.

The Contractor shall submit the resumes of the proposed Health Service Administrator, Medical Director, Director of Nursing and Psychiatrist or Director of Mental Health with the

⁶ Satisfies ACA – 4-ALDF-4D-05

⁷ ACA – 4-ALDF-4D-03

response to this RFP. Each candidate is subject to review and approval of WVRJ. The Contractor shall update resumes throughout the contract if these personnel turn over.

6.8. Job Descriptions

The Contractor shall establish written job descriptions that are specific and unique to the WVRJ within 90 days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to WVRJ facilities. These job descriptions shall be approved by the Health Service Administrator and Medical Director as well as WVRJ. These job descriptions shall be reviewed at least annually with documentation of the review maintained.

In addition to job descriptions, the Contractor shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first 90 days of the Contract.

6.9. Personnel Files

Personnel files (or copies thereof) of contractor employees assigned to WVRJ shall be maintained at WVRJ and shall be available to the Project Manager for review.

6.10. Staff Signature File

The medical records department shall maintain a signature file for all individuals making clinical notations in the medical record. This file shall contain the individual's name, full legal title (profession), licensure, credentials, signature and initials. If computer entries are utilized for order entry, the system shall ensure security of individual passwords and entry verification/authentication.

6.11. Dress Code

The Contractor shall establish and enforce a dress code for all health and mental health staff, uniformed and those in civilian clothing, which is consistent with the requirements of WVRJ and appropriate to a correctional environment with regard to safety issues as well as appearance.

6.12. Personnel Security Requirements

The Contractor shall ensure contractor employees including employees of its subcontractors and agents cooperate and comply with WVRJ security criminal history checks and clearances, substance abuse screening, photo identification, vehicle registration procedures, and searches of their person and possessions while on or in WVRJ property.

6.12.1. Criminal History Check

- Contractor employees shall be subject to criminal history check.
- Each contractor employee shall complete and sign a release authorizing the correctional staff to conduct a criminal history check.
- Contractor employees shall not be permitted to work pending results of criminal history check.
- The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the as determined by the correctional staff.

6.12.2. Substance Abuse Screening

Contractor employees shall be subject to substance abuse screening.

The Contractor will arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at WVRJ. The results of pre-employment substance abuse screening will be reported to the Project Manager.

At the direction of the Contractor, contractor employees may be subject to submit to random or "for cause" substance screening. The Contractor will be responsible for random selection of Contractor employees for substance abuse screening.

The Contractor shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

6.12.3. Photo Identification

- Contractor employees shall be issued photo identification badges provided by WVRJ staff.
- Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside WVRJ facilities.
- The Contractor shall be accountable for all photo identification badges and key cards issued to contractor employees. The Contractor shall retrieve and return to WVRJ, photo identification badges and key cards of persons who are no longer in the Contractor's employ.
- WVRJ will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge may be assessed a \$10.00 fee for replacement identification badges.

6.12.4. Searches

Contractor employees shall submit to searches of their person and possessions including their vehicle while on or in WVRJ property. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

6.12.5. Access to Facilities

Although the Contractor has authority for all hiring and termination, WVRJ may deny access to individuals that could be a threat to the good order and security of the facility or on the basis of security violations as deemed by the Superintendent. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore. WVRJ will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Health Service Administrator. Contractor employees, independent contractors and subcontractors shall cooperate with WVRJ in any investigation involving inmate or staff conduct.

6.13. Training For Health Services Personnel

All training required under the terms of the contract shall apply to coverage hours and shall not be billed separately.

6.13.1. Jail Orientation

The Contractor shall ensure that all health and mental health service professionals attend WVRJ's orientation program as required by the Superintendent. Jail orientation is designed to provide a basic familiarization with aspects of security unique to the correctional environment such as report writing, fraternization, tool control, key control, sharps management, controlled medication management, "games criminals play," etc.

6.13.2. Health Unit Orientation

It is the responsibility of the Contractor to ensure that all health and mental health staff, whether PRN, part-time or full-time, independent contractors and subcontractors receive orientation by the Contractor to the health care operation within the facilities.

6.13.3. Continuing Education

The Contractor shall ensure staff satisfies continuing education requirements meeting NCCHC, ACA and State licensing/certification requirements.

6.13.4. CPR Certification and AED

All health and mental health direct care providers shall be certified in CPR to include use of the AED equipment. Certification shall be annual or may be biannual depending upon the agency utilized to provide formal certification. The Medical Director should be currently certified in Advanced Cardiac Life Support (ACLS) while other staff shall be current in Basic Cardiac Life Support (BCLS).

6.13.5. Training Records

The Contractor shall maintain a current and comprehensive training record for all employees, independent contractors and subcontractors. This training record shall include the staff member's name, title/licensure, whether full-time or part-time, and course title, hours of class time, and date of training. The Contractor shall provide to the Superintendent or designee a monthly report regarding the status of training and training hours completed by all contract staff.

6.13.6. Training Reference Library

The Contractor shall provide a reference library on-site at the WVRJ with sufficient reference materials for both health and mental health professionals. The reference library shall also include professional standards of the NCCHC and ACA as well as minutes of health related meetings, quality improvement documents, and WVRJ policies and procedures. This library area shall be accessible to all Contractor staff on all shifts.

6.13.7. Annual Training

The Contractor shall provide mandatory training annually for all medical staff in the following:

- Substance Abuse, Addition and Withdrawal Protocol (by an independent agency)
- Emergency Medical Response
- Review and Implementation of Policies and Procedures

6.14. License/Certification

The Contractor shall provide to the Project Manager upon request proof of current active licenses and/or certificates for all physicians, nurse practitioners, physician assistants, nurses, and other employees, if applicable.

6.15. Physical Security Requirements

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

6.15.1. Area Security

The Contractor shall establish procedures to ensure offices, examination rooms; storage areas, etc. are locked and secured when not occupied by Contractor employees. Under no circumstances shall the Contractor allow inmate(s) to remain alone, unattended, and/or unsupervised in any examination room, treatment room, office, hallway, or storage area.

6.15.2. Key Control

The Contractor shall comply with WVRJ policies related to security and key control procedures.

6.15.3. Contraband

The Contractor shall establish procedures to ensure contractor employees understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities.

The Contractor shall not give medications (except those administered at medication pass or sick call in the presence of correctional staff and medications consumed in the presence of qualified medical staff) and/or medical supplies directly to any inmate.

6.15.4. Personal Security

The Contractor shall develop procedures, consistent with WVRJ policies, to ensure the safety and well-being of contractor personnel while providing services under the terms of the contract.

6.15.5. Security Code Call Names

The Contractor shall establish procedures to ensure contractor personnel understand security code call names and comply with regulations and procedures that govern their use.

6.15.6. Inmate Security

The Contractor shall establish procedures to ensure contractor personnel are familiar and comply with WVRJ security procedures pertaining to inmate control and security. In addition, the Contractor shall:

- Inform the Project Manager, in writing, any time a personal friend or relative of any contractor employee is confined to WVRJ.
- Ensure contractor employees do not fraternize or grant special favors for any inmate confined to WVRJ.
- Ensure contractor personnel do not provide to any inmate, information regarding any other inmate confined to WVRJ.
- Ensure contractor personnel do not provide to any inmate, information regarding dates, times, location, etc., of in-house or outside medical appointments.

6B.1 GENERAL REQUIREMENTS (FOR PHARMACEUTICAL SERVICES ONLY)

6B.1.1 The Contractor shall provide daily medical prescriptive and non-prescriptive services in a cost effective and efficient manner. The Contractor shall provide all medical prescriptive and non-prescriptive services in accordance with all applicable federal and Virginia statutes and regulations and the standards established by the American Correctional Association, the National Commission on Correctional Health Care for health services in Jails, and Virginia Department of Correction Standards. The Contractor shall provide such medicinal prescriptive and non-prescriptive services using only licensed, registered, certified and professionally trained pharmacists.

6B.1.2 WVRJ requires an innovative system based on sound pharmaceutical practices operating within the laws of the Commonwealth of Virginia and the United States. The proposed system will provide for the delivery of prescribed and over the counter medications, medication packaging, cost containment, management reports and pharmaceutical support. The proposed system will also meet the following core specification:

- 6B.1.2.1 The delivery of Pre-Packaged prescription medications with high system availability, 24 hours a day, six days a week.
- 6B.1.2.2 All orders submitted shall be delivered to the facility the next day, except Sunday and Federal holidays. All deliveries shall be delivered in accordance with the facilities rules and regulations governing security for the facility.
- 6B.1.2.3 Contractor shall arrange for the next day delivery of all orders that the facility has faxed, telephoned or submitted electronically to the Contractor by 4:00pm. WVRJ will order each refill by 4:00pm
- 6B.1.2.4 Contractor will ship all orders six days a week, Monday through Saturday, for next day delivery excluding Sundays and major Federal holidays. All necessary orders for Sunday will be processed through a pre-arranged contracted local back-up pharmacy or will be shipped Monday.
- 6B1.2.5 Contractor will deliver all medications by the guaranteed time the following day unless a medication is on national backorder, or contractor is "out of stock" of the medication, in which case the delivery will be the following day. In the event the facility determines that a particular carrier is not "working" adequately for the facilities purpose, Contractor will ship with another next-day carrier that is acceptable to the facility.
- 6B.1.2.6 In the event the Contractor does not have sufficient supply of a medication, contractor shall obtain the medication from one of the Contractor's retail pharmacies or within the Contractor's local pharmacy network. In the event the Contractor is unable to obtain the medication from within its local area, Contractor will order the medication to be dispensed from a local back-up pharmacy or obtain the medication from the Contractor's wholesaler the following day.
- 6B.1.2.7 The Contractor shall include within the delivery manifest an exception report section that clearly indicates whether an item is not delivered due to back order, ordered too soon to refill, out of refills, or any other reason.
- 6B.1.2.8 The Contractor shall provide a daily delivery report to WVRJ administration. The report shall be in WVRJ preferred format, sorted in the following order: inmate name, inmate identification number, facility name and locations, prescription number, medication name, strength and manufacturer, quantity of medication dispensed, date dispensed and price. Contractor shall provide the following reports:

- Medication delivery report- an alphabetical printout of all medications dispensed by day
- Scheduled items report- an alphabetical printout of all controls dispensed by day
- Billing report- delivery report containing all medications, NDC number and price for all medications dispensed that day.

6B.1.2.9 Generic medication will be utilized unless the authorized prescribing physician specifically designated to “dispense as written”. A generic medication is considered the chemical or common name of a product having the same active ingredients as the brand name medication.

6B.1.2.10 Contractor pharmacists will select a therapeutically equivalent FDA approved AB rated generic medication and will substitute it for a brand name medication in accordance with provisions of state law unless the prescriber specifically states otherwise. If the prescriber required brand name medications, the words, “brand medically necessary” must be written on the order.

6B.1.2.11 The Contractor shall make every effort to establish a 340B pharmacy program or a reasonable cause as to why not within 6 months of contract start.

6B.1.3 Consultant Personal and Services as Necessary for Pharmaceutical Services:

6B.1.3.1 Contractor shall provide training, enough to provide continuing education (CE) credits to WVRJ staff and contract staff. Contractor shall coordinate in services education and CE credits through its partnership with drug companies.

6B.1.3.2 Upon request Contractor shall provide disease state management guidelines for chronic illnesses. The guidelines shall include cost effective pharmaceutical guidelines.

6B.1.3.3 Contractor shall attend meetings to maintain WVRJ commitment to a cost-effective formulary management program. Contractor and WVRJ contract medical staff shall work as a team to continually raise the standard of care to help reduce costs. Contractor shall also serve as a standing active member of the clinical team, providing consultations to prescribers and nurses in relation to pharmaceutical therapy. During meetings, Contractor shall report on and make recommendations concerning formulary management and usage, statistical reports, new medications, changes to the drug formulary, pharmacy inspections, drug regimen reviews, pharmacy operations issues, etc.

6B.1.3.4 Contractor shall review all areas with WVRJ relating to pharmacy, including but not limited to medication records, storage, and security. Contractor will provide each quarter an overall inspection of the medication rooms at WVRJ. Contractor inspection will ensure that the facility is in compliance with all federal, state, local and pharmacy laws and regulation and the Policy and procedure of the facility. Contractor shall provide WVRJ with signed and dated inspection sheets identifying any problems observed, recommendations made, or corrective actions implemented. Contractor inspection will include, without limitation, the following:

- Cleanliness and proper organization of the medication room
- Medication ordering, charting, documentation and record keeping
- Narcotic record keeping is properly maintained and that counts are accurate
- Upon request, review medication distribution procedures and conduct medication pass audits. Contractor shall train WVRJ staff on proper medication pass techniques and provide WVRJ with med pass training video if needed.
- Examine contents of the emergency medication kit and or crash cart for outdated or missing items
- Ensure that the refrigerator temperature is properly controlled and there is no outdated medications or food stored within
- Remove any outdated medications and stock supplies
- Review all aspects of pharmaceutical care of the inmates
- Review medications utilized and individual therapies

6B.1.3.5 Contractor will assist WVRJ in the accounting, reconciliation, and disposal/removal of unused medications including controlled substances as outlined by federal, state, and local laws and regulations. Contractor shall provide count sheets for strict accountability and to ensure all documentation will be enforced as required by law.

6B.1.4 Packaging of Pharmaceutical for Pharmaceutical Services:

6B.1.4.1 Contractor shall include a specialized dispensing system to ensure safe and efficient medication distribution. This dispensing system will include blister cards, baggies, soft medication programs and such other

means of dispensing medication as necessary to ensure compliance with all laws governing dispensing of pharmaceuticals.

6B.1.4.2

The following describes performance requirements for Contractors medication distribution system:

- Contractor will provide professional and accurate pharmaceutical services for all prescription, non-prescription and intravenous solution as ordered by all prescribers. Contractor shall dispense and label medications of each inmate in complete compliance with all current and future local state and federal laws, regulations, provision and court orders. Contractor shall provide AB rated generic substances when available and approved by the prescribers
- Contractor shall provide to WVRJ only approved medication, biological, and other related items
- Contractor will dispense prescription and non-prescription medications in WVRJ choice of tamper proof USP class B unit dose blister cards, conventional prescription bottles, stock bottles, baggies, soft medications program or other systems. Contractor will exert its best efforts to comply with any special packaging request that WVRJ might require.
- Contractor shall send prescription medications in quantities as prescribed by physicians but not to exceed a 30-day supply unless the patient is being released on a program that requires greater than 30-day supply. Contractor will dispense maintenance medications in the thirty-day supply unless WVRJ requests a different quantity, as in the case of an inmate scheduled for release in less than 30 days, or medications that are used short term, such as antibiotics, prn and pain management.
- Contractor will send OTC medications in bulk packaging unless the prescriber has ordered the medications for an individual patient, in which case the medication will be dispensed in blister packs or prescription bottles
- Contractor will provide ear drops, liquids, creams or ointments in the original manufacturer container with

no packaging fee or will repackage containers if requested for security reasons

- Contractor will provide the proper accounting and documentation sheet to properly record administration and counts of controlled, non-controlled and OTC medications
- Contractor will ship IV mixture compounded, labeled and ready to administer
- Contractor will work with WVRJ to facilitate the Keep on Person or self- medication system if requested by the WVRJ
- Contractor shall package oral medications in tamper resistant unit dose blister packs and stock bottles. Each prescription will be properly dispensed and labeled inmate specific or as stock in complete compliance with all current and future state and federal laws, rules, regulations and provisions in accordance to all labeling regulations
- The following describes performance requirements of labeling:
 - Inmate name
 - Inmate identification number
 - Medication name and strength
 - Dosage form
 - Generic interchange information
 - Quantity dispensed
 - Manufacturers name
 - Lot number
 - Medication expiration date
 - Route and times of administration
 - Direction for use in Spanish available if needed
 - Prescription number

- Prescriber name
- Original date
- Dispense date
- Discontinue date and or refill information
- Dispensing Pharmacists initials
- Contractor shall place warning/auxiliary labels on each prescription for safe and effective medication use describing reactions, cautions, warning, interactions and dietary instructions such as take with food, may cause drowsiness, shake well, etc.
- Contractor shall mark controlled medication with a red-letter C and package the medications in a red blister card for easy identification
- Contractor shall place on all medications a thermal bar code label with a peel-off refill tab with increased print clarity and print size. Contractor shall supply the tabbed refill labels on every medication order. Each refill tab shall contain the patient name and number, medication(s) name, quantity, number of refills, prescriber, and prescription number. The refill tab shall be an easy reference to enable the nursing staff to properly identify the information on each reorder tab. Nursing staff shall be able to easily refill the medication by peeling the tab off of the prescriber label and placing it on a refill form.

6B.1.5 Medication Ordering for Pharmaceutical Services

- 6B.1.5.1 Management of prescribing practices through record keeping and prescription tracking. The facility will designate such authorized personnel in writing and only those designated in writing by the facility shall be authorized to order prescription and other medication from the Contractor.
- 6B.1.5.2 The following describes performance requirement for Contractor's medication ordering procedures:

- Contractor shall dispense prescriptions in the amounts prescribed by the WVRJ providers
- Contractor shall only accept orders from designated staff authorized to place orders
- Contractor shall provide professional comprehensive pharmaceutical services for all prescription, non-prescription and intravenous solutions as ordered by all prescribers. Contractor shall provide generic solutions, when available and approved by prescribers
- Contractor shall send to WVRJ only approved medications, biological and other related items
- Contractor shall dispense and label all medications in complete compliance with all current and future local, state, federal and department laws, rules, regulations and provisions
- Contractor shall provide a toll-free number for use for WVRJ in ordering pharmaceuticals and other controlled medications
- WVRJ orders may be transmitted to Contractor's pharmacy via facsimile, computer or by phone exactly as prescribed by WVRJ providers. WVRJ's communication methods may be transmitted 24 hours a day, seven days a week. WVRJ will communicate to Contractor's pharmacy order changes or discontinues using contractor's daily drug order forms, physician order sheets or other mutually agreed upon forms
- Contractor shall immediately update its computer system when order changes or discontinuations are sent to the contractor pharmacy
- WVRJ may send refills to Contractor's pharmacy by affixing the two (2) part peel-off refill label to the "Medication re-order form". WVRJ may telephone refills into Contractor's pharmacy technicians by providing the inmate's name and prescription number
- Contractor will maintain a computerized log of all faxed orders received for easy reference
- Contractor shall provide the following to WVRJ to expedite and to assure accuracy of orders:

- Daily drug order sheet samples necessary for transmitting new orders, refills, changes, stop orders and discontinued orders
- Backup STAT pharmacy order forms to fax to Contractor's backup pharmacy hotline
- Contractor shall provide per-off tabs for easy re-ordering

6B.1.6 Technology for Pharmaceutical Services

- 6B.1.6.1 Contractor's system shall enable WVRJ to do the following, subject to meeting system specifications:
- Maintain patient profiles and make necessary order changes
 - Look up patient profiles, know when a medication was ordered, and know if a medication is too soon to refill or out of refills etc.
 - Enter orders to be downloaded to contractor's pharmacy
 - Notify WVRJ staff if the medication ordered is non-formulary medication and list formulary alternatives, together with WVRJ actual cost
- 6B.1.6.2 Contractor shall establish an interface with WVRJ's electronic medical records system CorEMR. The Contractor will be responsible for any costs associated with establishing this interface
- 6B.1.6.3 Contractor shall provide stock card of certain medications needed to begin therapy for immediate administration until an inmate specific prescription is received
- 6B.1.6.4 Contractor shall supply all current and future stock medications at the request of the Medical Director
- 6B.1.6.5 Medications and stock quantities for starter doses will be determined in conjunction with the Medical Director
- 6B.1.6.6 Contractor shall provide accountability sheets for reconciliation of all doses
- 6B.1.6.7 Contractor shall package stock card doses in tamper proof blister packs
- 6B.1.6.8 WVRJ shall communicate completed accountability sheets to the Contractor's Pharmacy when stock is depleted, the medication however

may be re-ordered when needed by faxing the peel off re-order label to the Contractor's Pharmacy

6B.1.6.9 Contractor shall provide starter packs including the full therapy of commonly used medications under a prescriber's protocol, if requested. Labeling will contain a blank space for the inmate's name and physician's signature along with the protocol directions and quantities for labeled as "take tablets X times daily. WVRJ prescriber's may simply fill in the inmate's name and sign the label if this system is utilized

6B.1.6.10 Contractor's clinical Pharmacist shall screen the profiles of each inmate to ensure safe and therapeutic medication administration

6B.1.6.11 Prior to filling each prescription order, the Contractor will verify the accuracy, inquire about unclear or illegible orders, and screen each inmate's complete computerized medication profile to ensure safe and therapeutic medication administration before the prescription leaves Contractor's pharmacy. Contractor will screen inmate prescription profiles for the following:

- Duplicate therapy from medications in the same therapeutic class
- Medication interactions and incompatibilities (including drug-drug, drug-order and drug-age interactions)
- Excessive/sub-therapeutic dosages
- Appropriateness of medication therapy
- Inmate medication allergies
- Medications which are re-filled too soon (more than seven days)
- Medication ordered past the designated stop date
- Contractor shall alert staff via phone or fax of such occurrences prior to shipping the order

6B.1.7 Emergency/Stat Medications for Pharmaceutical Services

6B.1.7.1 Contractor shall provide emergency medication supplies that WVRJ determines necessary to maintain and which are deemed necessary to alleviate pain, infection, modify dangerous behavior, or preserve life

6B.1.7.2 Contractor shall provide emergency prescriptions for stat orders through contract kit/starter packs or pre-arranged subcontracted local

back up pharmacy of WVRJ's preference. Emergency medication not found in either the emergency medication kit, the starter packs or unavailable from contractor will be provided to WVRJ by pre-arranged contracted local back-up pharmacy

- 6B.1.7.3 Contractor shall provide a contracted local back-up pharmacy to perform emergency pharmacy services
- 6B.1.7.4 In phoning Contractor with emergency orders, WVRJ will be given a toll- free number to be used after hours
- 6B.1.7.5 If WVRJ staff pick up is not possible, emergency prescriptions will be delivered directly to WVRJ utilizing the back-up pharmacy's delivery service. Contractor will bill WVRJ the contracted negotiated back-up pharmacy rate, plus actual delivery fee. No other charges/fee shall apply
- 6B.1.7.6 Contractor shall provide, with Contractor's monthly invoice, detailed reports of all emergency prescriptions by the back-up pharmacies
- 6B.1.7.7 Contractor will work with WVRJ's Medical Director to determine which medications should be added to the stock supply list to help minimize future emergency needs

6B.1.8 Reports for Pharmaceutical Services

- 6B.1.8.1 Contractor will provide any requested computer-generated reports and statistical information in hard copy and electronically in a spreadsheet format
- 6B.1.8.2 The Contractor must supply WVRJ, on a monthly basis, a drug utilization report identifying the medications utilized by each inmate, and prescriber or inmate profile, and a drug formulary report containing a drug list formulated jointly with the prescribing physicians, the provider must also agree to cooperate and facilitate a quarterly audit of its pharmacy services provided to WVRJ. This audit will assess the compliance of the provider's services with all federal, state and local laws, rules, regulations, and guidelines governing the operation of the WVRJ and the provisions of pharmaceutical care for correctional facilities
- 6B1.8.3 Contractor shall provide WVRJ with quarterly medication usage reports. Contractor's formulary management reports shall contain comprehensive data statistics including graphs and charts which will summarize specific medication utilization and trends, statistics, physician prescribing habits and other necessary utilization data

- 6B.1.8.4 Contractor will sort all reports in any requested format, order or grouping including by inmate name, medications, therapeutic class, prescribing physician, etc. Data elements which will be utilized are but not limited to inmate name, inmate number, provider date of service, prescription number, medication name, medication class, medication strength, quantity dispensed, days' supply and drug acquisition cost
- 6B.1.8.5 Contractor will provide proper invoicing and printouts to facilitate full reconciliation of charges
- 6B.1.8.6 Contractor shall, without limitation, provide the following reports upon request:
- Computerized cost reports sorted by patient name, and prescriber name. The reports will contain the requested date range the summarized drug cost by inmate name, date range, medication name, therapeutic class, number of dosed percentages, etc.
 - Management data including medications ordered, processed, delivered and disposed
 - Detailed inmate profiles
 - Inmate medication allergy and medication interaction alerts
 - Monthly medication usage per inmate
 - Medication utilization report
 - Summary of total medication costs
 - Continual narcotic controlled substances inventory and dose count
 - Monthly psychotropic usage report
 - Medication stop date reports alphabetical by inmate showing which prescriptions are approaching their discontinue date within a certain time frame. This report will show which orders are due to expire
 - Total doses per inmate dispensed
 - Percentage of inmates on medications
 - Percentage of inmates on particular classes of medications such as controls, psychotropics etc.

- Formulary versus non-formulary medications dispensed
- Number of prescriptions per inmate
- Number of new and refill prescriptions dispensed
- Number of doses dispensed
- High to low usage by dollar amount of formulary and non-formulary medications dispensed
- High to low usage by quantity dispensed by medication, psychotropic and OTC's
- Medication breakdown listed by specific physician by class, specific medications and controls, psychotropic drugs, all medications, etc.
- Medication therapeutic classification reports outlining detail and usage (i.e. psychotropic, HIV, controlled substances, etc.)
- Top ten most expensive patient's profile showing a detailed listing
- Cost containment and recommendation reports
- Side effect and medication interaction
- OTC medication listing reports
- Medication cost summaries
- Medication and quantity ordered
- Notification of medications reordered too soon
- Invoices containing medication name, inmate name and number
- Itemized credit report showing prescription detail and credit for returned medications
- Brand versus generic detailed report

6B.1.9 Compliance for Pharmaceutical Services

- 6B.1.9.1 Contractor shall meet or exceed the quality standards of WVRJ, Controlled Substance Act, State Board of Pharmacy, FDA, and HIPAA. Contractor shall have experience in helping facilities achieve and maintain their accreditation

- 6B.1.9.2 Contractor will strictly comply and adhere to Health Insurance portability and Accountability Act (HIPAA) of 1996 in keeping private and to secure information which is considered Individually Identifiable Health Information (IIHI). Contractor will provide a detailed action plan to ensure compliance with HIPAA regulations and will assist the facilities in planning, developing and adhering to these requirements at the facility.
- 6B.1.9.3 Contractor will monitor medication usage and distribution utilizing written policies and documentation sheets to ensure proper distribution of all medication throughout WVRJ
- 6B.1.9.4 Contractor will provide adequate safeguards for all psychotropic and all scheduled controlled medications
- 6B.1.9.5 Contractor will evaluate program effectiveness throughout the contract and will be proactive member along with the facility Director of Nursing, working diligently to assure that compliance is maintained with all the federal, state, and local laws and regulations
- 6B.1.9.6 Contractor shall be licensed in good standing with the state pharmacy boards in accordance with the standards of the Commonwealth of VA and a non-resident pharmacy and with the Federal Drug Enforcement Agency to dispense controlled substance in Schedules I through V
- 6B.1.9.7 Contractor shall supply all Material Safety Data Sheets (MSDS) when requested
- 6B.1.9.8 Contractor will maintain all appropriate documentation, including but not limited to prescription records, inventory records, medication destruction, controlled medication perpetual inventory, patient profiles, copies of all prescriptions etc. All documentation relating to the Contractor's performance will be maintained in an orderly fashion and is readily retrievable and will be open for review by the appropriate WVRJ staff or appointed designee

6B.1.10

Formulary Development for Pharmaceutical Services

- 6B.1.10.1 Contractor shall submit a proposed formulary that will foster safe, appropriate and effective drug therapy
- 6B.1.10.2 Contractor will assist in the development, implementation, compliance and ongoing maintenance of a cost-effective drug formulary for WVRJ
- 6B.1.10.3 Contractor will review and analyze non-formulary medication usage on monthly basis

- 6B.1.10.4 Contractor will implement an automatic therapeutic substitution program in conjunction with the Medical Director, if requested. Contractor will work with the prescribers to develop a listing of equivalent dosages of more cost-effective medications that will not compromise the care if switched. When a physician prescribes an expensive non-formulary medication on the list, contractor will automatically suggest a substitute for pre-approved more cost-effective equivalent in the proper dose and frequency. Contractor will outline this substitution in detail, so all prescribers and nursing staff are well aware of the substitutions
- 6B.1.10.5 Extensive formulary management services will be provided by working in conjunction with the Medical Director and the prescribers to reduce medication cost and to provide monthly usage data accompanied with statistics and graphs
- 6B.1.10.6 Contractor will provide a formulary exception report sorted by prescriber, medication name and/or by inmate listing all the non-formulary medications prescribed for a period. That report will contain the following information: Medication name, strength, dispensed date, inmate name and number, prescriber, cost per prescription and total cost per medication dispensed
- 6B.1.10.7 Contractor will systematically analyze aggregate patterns of medication usage in conjunction with the prescribers and recommend modifications or therapies, reducing nursing time required for medication administration etc.

6B.1.11 Credits for Pharmaceutical Services

- 6B.1.11.1 The Contractor shall specify how existing drug inventory and returns of unused medications/supplies, in the future, will be used/credited
- 6B.1.11.2 Contractor will review the current stock supply and provide a transition program which will help WVRJ to minimize waste. Contractor will provide WVRJ with an organized plan based on actual usage to taper down their stock
- 6B.1.11.3 Contractor will offer credit on returned medications remaining in their original sealed blister pack which are within three month of expiration, have not been released to the inmate population, are not controlled substances, and were permitted by the State Board of Pharmacy. Credit will be offered on full or partial cards
- 6B.1.11.4 When returning, WVRJ may place the peel off tab on Contractor "Return Form" and write the quantity WVRJ is returning directly on the tab.

WVRJ will receive in its next statement and alphabetized computerized copy of the credits showing the quantity returned and the exact amount of the credit given for each line item. Non-creditable medications or medications that the inmates brought to WVRJ may also be returned to the contractor for the disposal/destruction at no charge to WVRJ

- 6B.1.11.5 Contractor will be responsible for the shipping cost of all returned medications and will provide WVRJ with pre-paid, pre-addressed labels such as FedEx, UPS etc. WVRJ will affix labels to the return box and return the box to the Contractor's express delivery personnel on their normal delivery to the facility

6B.1.12

Pricing for Pharmaceutical Services

- 6B.1.12.1 Contractor pricing in response to the RFP shall use the formula of base cost (actual acquisition cost) of medications or pharmaceutical supplies plus a dispensing fee per prescription
- 6B.1.12.2 Contractor will specify the method for calculating any cost increase, if any, over the term of this contract. Contractor will not increase its pricing rate for the duration of the contract. The only price change that will occur is the Actual Acquisition Cost (AAC) as the manufacturers update pricing fluctuates up or down
- 6B.1.12.3 Contractor shall state, in layman's terms, how any manufacturer's rebates prices adjustments or any other form of credit that is received shall be shared with WVRJ
- 6B.1.12.4 Contractor will not offer rebates since they are difficult to track, however, in lieu of offering rebates, Contractor shall have lowered Contractor's prescription dispensing fee appropriately
- 6B.1.12.5 Contractor shall give consideration for credit for any coupon programs that the Contract can bill directly to Contractors, and shall advise WVRJ on a timely basis

6B.1.13

Implementation for Pharmaceutical Services

- 6B.1.13.1 The Contractor shall provide a detailed implementation plan as part of the RFP. As a minimum the following areas will be addressed:
- 6B1.13.2 Develop a project work plan identifying and documenting the detailed requirements/specifications for integrating the Pharmacy Services into the WVRJ operations. Include the following in the project:
- Contractor shall exert best efforts to implement a smooth transition period as Contractor begins services under this

contract. Contractor shall provide a start-up schedule, which covers the initial in-services of staff by a registered pharmacist prior to the change of service, a time frame for all transitional activities, and resolution of identified problems.

- Contractor shall in-services WVRJ staff shortly after notification. Contractor shall immediately send policy and procedure manuals, order forms, medication carts, formularies etc. for initial review. The initial days of the schedule will consist of gathering basic information from WVRJ
- Contractor will train all shifts as necessary. Contractor will perform a thorough training of Contractor's ordering procedures, storage of pharmaceuticals, accounting procedures, pharmaceutical distribution, management and inventory, pharmacy trouble shooting, etc. Training and system support will be available throughout the contract period
- While onsite Contractor will gather information such as physician's licenses, contact person's name, emergency kits, policy and procedure development, formulary development etc. Contractor will ensure a smooth transitional period based on Contractor's years of correctional experience. Contractor will work closely with WVRJ on the start-up schedule and comply with any time frame necessary to meet WVRJ needs.
- Contractor will provide a complete training to WVRJ staff prior to, and after conversion
- Contractor will provide a timeline to WVRJ to start within Contractor's proposed time-frame, WVRJ will provide Contractor ample access to WVRJ contracted medical and pharmacy staff. WVRJ will provide the Contractor with all the necessary information concerning the medications carts, back-up pharmacy and other pertinent information requested
- Contractor will identify equipment, software, logistical support and personnel available to WVRJ during and after implementation. Contractor will provide personnel on-site to in-service the staff from the conversion of service. Contractor will provide medication carts as requested
- Contractor shall exert best efforts to interface with WVRJ's EMAR software program

7. MEDICAL SERVICES (FOR HEALTHCARE SERVICES ONLY)

7.1. **Role of the Vendor**

The Contractor shall provide comprehensive health and mental health services to the inmate population of WVRJ. These services shall consist of medical, nursing, mental health (social work, psychiatry), medical records, dental, lab, x-ray, ancillary services, as well as off-site emergency, outpatient specialty and inpatient hospitalization services. It is the goal of WVRJ that the Contractor provides as many services as possible on-site, within the confines of the WVRJ to minimize community trips.

7.2. **Objectives of the Contractor**

- To ensure high quality comprehensive health and mental health services to the inmate population within the WVRJ.
- To deliver services in a manner consistent with community standards and to treat inmates with respect and dignity in all interactions and encounters.
- To assist and cooperate with WVRJ on new Medicaid expansion regulation that will be effective January 2019.
- To comply with professional standards and accreditation guidelines for both the Virginia Department of Corrections, Board of Corrections (BOC), American Correctional Association (ACA), and the National Commission on Correctional Health Care (NCCHC).
- To establish reports and other mechanisms to ensure accountability to WVRJ for services and staffing provided.
- To maintain documentation of services provided that is accurate, complete, thorough and comprehensive.
- To audit services and staffing through a system of quality improvement.
- To maintain staffing levels within proscribed guidelines and patterns identified in this proposal.
- To provide appropriately credentialed and licensed/certified/registered health and mental health professionals and staff.
- To create an employee-focused work environment that fosters professional growth and development.
- To initiate systems for recruitment and retention of qualified staff
- To enhance staff skills and job satisfaction with continuing education and staff development activities.
- To focus on client satisfaction with the “client” including the inmate population, the health and mental health professionals, and WVRJ.
- To ensure that communication is open and forthright regarding all issues relative to the contract and WVRJ.
- To work both cooperatively and collaboratively with WVRJ toward the common goal of quality health care.

7.3. **Governance and Administration**

7.3.1. Designated Health Care Administrator

The Contractor shall designate a Health Care Administrator that works full-time on this Contract at WVRJ. The Contractor shall be responsible for all decisions relating to the delivery of health care services provided under this contract, for on-site services as well as off-site services. Final medical authority shall reside with the designated Medical Director who is responsible for the clinical care provided through this contract.

Responsibilities of the health authority include:

- Establishing a mission statement that defines the scope of health services
- Developing mechanisms, including written agreements, when necessary, to assure the scope of services is provided and properly monitored
- Developing the facilities operational health policies and procedures

- Identifying the type of health care providers needed to provide the determined scope of services
- Establishing systems for the coordination of care among multi-disciplinary health care providers
- Developing a quality management program

The health authority may be a physician, health services administrator, or health agency. When the health authority is other than a physician, final clinical judgment rests with a single, designated, responsible physician. The health authority is authorized and responsible for making decisions about the deployment of health resources and the day-to-day operations of the health services program.⁸

7.3.2. Subcontract Agreements

The Contractor shall establish written contract agreements with each subcontractor such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc. A copy of each agreement shall be on-hand by the Health Services Administrator, in the health services unit at WVRJ. Copies of these agreements shall be provided to WVRJ. These subcontracts shall be in place as soon as possible after the start of the contract, not to exceed 90 days.

Contract agreements shall require subcontractors to prepare invoices and complete all billing within 120 days of the service provided.

7.4. **Meetings**

The Contractor shall ensure that the following administrative meetings and reports occur and be generated on a regular basis according to contract requirements and professional standards.

7.4.1. Medical Staff Meetings

The Contractor shall conduct medical staff meetings on a regularly scheduled basis at least monthly. Communication of the information shared and exchanged during these staff meetings shall be in place for all shifts through the availability of minutes and participation of shift staff as feasible. Staff meetings shall include all staff to include medical, nursing, mental health, dental and all other professions on-site. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

7.4.2. Medical Audit Committee

The Contractor shall be available on a monthly basis to meet with key individuals designated by the Superintendent. The Contractor shall ensure that the Medical Director, Health Care Administrator and Mental Health Director are available at these meetings. Other individuals may participate with the approval of the Superintendent, based upon the agenda items identified in advance. At these meetings, jail administrative staff will be briefed by health services management team regarding current health trends in the inmate population, significant medical cases, special needs inmates, hospitalizations, program activity, and utilization. Top management personnel, including the Health Services Administrator, Medical Director, Mental Health Director, and Chief Psychiatrist shall be available and comply with requests by the Superintendent and/or Project Manager to meet on an as-needed basis to discuss issues pertaining to the WVRJ health services program, individual WVRJ inmate health care, inmate grievances, and quality improvement.

7.4.3. Command Staff Meetings

⁸ ACA – 4-ALDF-4D-01

The Health Care Administrator shall be a member of the Superintendent Executive Staff and attend Executive Staff Meetings. Meetings are weekly, usually on Monday, Wednesday and Friday starting at 9:00a.m. and lasting 30 minutes to an hour.

7.4.4. Quality Improvement Committee Meetings

The Contractor shall have an active Quality Improvement Committee and that group shall meet on a monthly basis. Each discipline shall be represented and staff participation is expected and encouraged.

7.4.5. Off-Site Contractor Meetings

The Health Services Administrator, Medical Director, Director of Nursing and Director of Mental Health are expected to be on-site at the WVRJ on a full-time basis except for vacations or other approved absences such as sick leave. Any other off-site time for these key management team individuals must be approved in advance by the Superintendent or designee and the Contractor shall be responsible to ensure sufficient on-site management coverage at all times. Consideration as "time worked" may be given for these off-site events such as conference and training participation and such approval is within the authority of the Superintendent or designee.

The Medical Director and Health Care Administrator shall not be on vacation or attend off-site meetings for more than one day without the approval of the Superintendent. The Health Care Administrator and the Director of Nursing shall not be on vacation or attend off-site meetings for more than one day without the approval of the Superintendent.

7.5. **Reports**

The Contractor shall provide WVRJ periodic reports delineating utilization statistics on a monthly basis, with year to date information and an annual summary. Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis. Any hours worked by agency or temporary personnel shall be identified by position title, date and hours worked, and the name of the individual. A monthly vacancy report shall be submitted to WVRJ with the facility, position title, position hours and date the position became unoccupied. With the vacancy report monthly, a list identifying individuals hired or terminated shall be attached and include data regarding position title, shift, individual filling position and position status (full-time, part-time, or PRN). In addition, any independent contractors or subcontractors' staff changes shall be reported. The Contractor shall provide a detailed outline on the management of all offsite care cost claims adjudication to include provide and/or assisting WVRJ in Medicaid 3rd party claims management. The explanation of claims management will need to include detailed example of type of monthly reports WVRJ can expect as well as a detailed flow chart of claims management on each case to include from the point of initiation of service, care utilization and case management, to the completion of a final paid claim. On a monthly basis, the Contractor shall identify the actual dollars paid out to subcontractors. With the monthly statistical report, the Contractor shall submit information regarding any lawsuits filed during the previous month with the name of the inmate, the reason for the suit, the individuals named, and the date filed. The Contractor shall prepare and submit reports according to the needs identified by WVRJ, with the information content and expected frequency of submission approved in advance with jail administration. As part of their proposals, Contractors should describe in detail their capability for collecting, storing and reporting medical records data.

7.6. **Policies and Procedures**

7.6.1. Development and Review

The Contractor shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Health Service Administrator and Medical Director for the Contractor and by the Superintendent or designee. Each policy and its procedure shall be reviewed on an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC, VDOC and ACA. Each policy and procedure shall cross-reference the NCCHC, VDOC and ACA standards applicable for ease of reference. All health services forms shall be cross-referenced to the applicable policy.

7.6.2. Site Specificity

The Contractor shall ensure that policies and procedures and related health record forms are specific to the unique environment of the WVRJ within 90 days of start-up of this contract. Routine updates and training on all policies and procedures shall be provided to health services staff and such information sharing shall be documented and available for inspection. Each new staff member shall be oriented thoroughly on all health-related policies and procedures and documentation of such orientation and training shall be maintained in the employee's (or independent contractor's) personnel and training files. Policy manuals shall be available to all health services staff, independent contractors or subcontractors, at all times.

7.6.3. Remain WVRJ Property

All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of WVRJ at the termination of this contract and shall be available to WVRJ at all times during the contract term and at termination, upon request, on Flash Drive in Microsoft Word format. The Flash Drive shall be maintained as current at all times and the Contractor shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

7.7. Quality Improvement Program

The contractor shall ensure a system is in place to provide health care internal review and quality assurance in accordance with NCCHC, VADOC, and ACA standards.⁹

The Contractor shall establish a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a quarterly basis with the Superintendent and WVRJ Project Manager, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. WVRJ personnel, including the Project Manager, shall be participants. The quality improvement activity shall be comprehensive with consideration to risk management and litigation, inmate complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control (subcommittee activity), seclusion and restraint data, etc.

7.7.1. Quality Improvement Plan

The Contractor shall develop a Quality Improvement Plan within 90 days of start-up and this plan shall be specific the WVRJ facility. This plan must be approved by the Superintendent or designee.

The Medical Director shall serve as the Chair of the quality improvement committee and the committee shall be multidisciplinary to include nursing, dental, mental health and

⁹ ACA – 4-ALDF-4D-24

any other on-site services as well as representatives designated by the Superintendent, including the Project Manager.

On-site and off-site aspects of care such as emergency room use, outpatient specialty services and inpatient hospitalization shall be studied in the quality improvement process through the development of indicators. In addition to the inclusion of all disciplines, the Contractor shall be responsible to ensure an on-going review of the various relevant aspects of care for the jail facilities including but not limited to intake nursing, intake mental health, sick call, medication management, Keep On Person (KOP) medication implementation, special housing, mental health housing and special needs services, ancillary services such as lab, x-ray and dialysis, and all sentinel events such as patient deaths, suicides, serious suicide attempts, disasters or major emergencies, etc. Events with high risk, high cost, high volume or problem-prone events shall be included. Infection control, infectious disease management, and occupational health shall also be a part of the quality improvement initiative.

Patient satisfaction surveys should be completed at least once per year on a relevant topic of importance to the inmate population. The quality improvement committee shall evaluate inmate complaints, grievances, family inquiries and legal inquiries on a routine basis. This process must include a face-to-face component for dispute resolution with the inmate population as appropriate to the complaint. Other aspects of care may be shared in writing, i.e. answers to questions regarding follow-up care, prosthetics, etc. While one or more individuals may be designated as responsible for the overall quality improvement initiative, efforts shall include line-level staff from various shifts and disciplines to ensure participation and buy-in throughout the health and mental health services operation.

All Contractor staff and independent contractors and subcontractors shall receive orientation to the quality improvement process and annual training review.

While the quality improvement process may include retrospective chart audits for presence/absence of essential documentation as well as completeness of documentation, the committee efforts shall include a review of processes, systems and care for the clinical outcomes of care and patient impact. Significant findings shall include an implementation component for staff familiarity with the process and outcomes as well as training regarding any corrective actions or process changes.

7.7.2. Peer-Review and Supervision

The Contractor shall ensure an external peer review program for physicians, mental health professionals, and dentists is implemented. The review shall be conducted no less than every two years.¹⁰

Professional supervision shall be included as an aspect of care for the quality improvement program. The Medical Director shall receive peer review by a designated physician from the parent company on a twice-yearly basis and shall provide that same peer review for the staff physician(s) two times per year. The information to be gathered and the format of that documentation shall be provided to WVRJ ; however, the peer review documents themselves, specific to the individual, are to remain a confidential component of the quality improvement process.

¹⁰ ACA – 4-ALDF-4D-25

The Medical Director and staff physician(s) shall be responsible to review the documentation of the mid-level providers on an annual basis to include representative charts from intake, physical exams, sick call, chronic disease management, and infirmary care.

The Director of Mental Health shall be responsible to review the documentation of the Mental Health Psychiatric Social Workers on an annual basis to review representative charts for intake, crisis intervention, suicide prevention, treatment planning, housing and special needs management and aftercare planning.

The Director of Nursing shall be responsible to review the documentation of nursing and paraprofessional personnel used to assist nursing. Review shall include medication and pharmacy documentation, sick call, wellness rounds and screening, or other relevant work components for nursing staff. The comprehensive quality improvement policy and procedure shall describe the supervision aspects fully and in detail and shall be subject to approval by WVRJ.

7.8. Emergency Plan

The Contractor shall ensure that a current and up-to-date emergency plan, specific to the WVRJ be developed and implemented within the initial 30 days of the contract start-up. All staff shall be oriented and trained regarding the aspects of the emergency plan. Emergency drills shall be conducted on a quarterly basis at the WVRJ, and include representation of all shifts at the various locations. The emergency plan shall be coordinated with the facilities' emergency response plans for consistency.

The emergency plan shall include the capability to conduct an annual disaster drill that involves local Emergency Medical Service, hospital, ambulance and other notification for participation.

The emergency plan shall include minor and major equipment involvement, availability and storage of supplies, oxygen, suction, backboards, wheelchairs, etc. Evacuation criteria shall be included as well. The emergency plan shall also include how patients will be categorized and classified, what areas will be used for patient stabilization for transport, emergency call-back numbers for all staff and who is delegated to make these contacts, notice to local ambulance and emergency services, and a back-up plan for the delivery of health services should existing facilities be unavailable or inaccessible shall be included in the plan by the Contractor. The Contractor shall work with WVRJ to develop this emergency plan and shall receive the Director of Correction's approval for implementation.

7.8.1. Emergency Response

- Correctional and health care personnel shall be trained to respond to health-related situations within a four minute response time. The training program is conducted on an annual basis and is established by the responsible health authority in cooperation with the facility or program administrator and includes instructions in the following:
- Recognition of signs and symptoms, and knowledge of action that is required in potential emergency situations.
- Administration of basic first aid
- Certification in cardiopulmonary resuscitation (CPR) in accordance with recommendations of the certifying health organization.
- Methods of obtaining assistance

- Signs and symptoms of mental illness, violent behavior, and acute chemical intoxication and withdrawal
- Procedures for patient transfers to appropriate medical facilities or health care providers
- Suicide intervention¹¹

7.8.2. Emergency Drills

The quarterly emergency drills shall be inmate or staff-specific and situational to the jail setting, i.e. emergency response to inmate identified hanging, emergency response to staff injury in kitchen, emergency response with Automatic External Defibrillator (AED) to the visiting area, etc. The disaster drill shall be geared to a manmade or natural disaster of large scale proportions, e.g. tornado, arson, bomb, power or water outage, mass arrest, etc. This drill shall include various community participants, jail security and health care staff.

7.8.3. Emergency/First Aid Kits

The Contractor shall ensure first aid kits are available in designated areas of the facility as determined by the designated health authority in conjunction with the Superintendent. The health authority approves the contents, number, location, and procedures for monthly inspection of the kit(s) and written protocols for use by non-medical staff.¹²

7.8.4. Automatic External Defibrillators

Automatic external defibrillators (AED) shall be utilized by health services staff as first responders. Contractor staff shall be trained and certified in AED use and documentation. Contractor shall be responsible for checking the AED's monthly to ensure that all AED's are operational and ready for use. WVRJ shall provide AED.

7.8.5. Ambulance Services

Ambulance services shall be identified and the process delineated for the use guidelines and contact procedures for ambulance services, whether for ACLS/paramedic ambulance for all life-threatening emergencies or BCLS for those situations that are not critical but are emergent.

7.8.6. On-Call Availability

Physician coverage shall be available through an on-call system involving cell phone or other appropriate communication device. A primary care physician shall be on-call around the clock. If the health care staff on duty assesses the inmate and determines the need for life-saving, emergency intervention in the local emergency room or urgent care center, the health care staff shall have the authority to send the inmate out and contact the physician on-call afterwards to relay the information. Each such situation shall be assessed retrospectively by the Medical Director and Director of Nursing to determine the appropriateness of the assessment and to evaluate whether any additional training may be indicated or any other follow-up action necessary.

7.9. **Privacy of Care**

Health care encounters, including medical and mental health interviews, examinations, and procedures shall be conducted in a setting that respects the inmates' privacy. Female inmates are provided a female escort for encounters with male health care providers.¹³

The Contractor shall ensure that all patient encounters are sufficiently private to ensure that other inmates or staff cannot overhear the conversation between the inmate and the

¹¹ ACA – 4-ALDF-4D-08

¹² ACA – 4-ALDF-4D-09

¹³ ACA – 4-ALDF-4D-19

provider. Where space is open and physical reconstruction is difficult, privacy screens shall be utilized to the extent feasible. Only in the situation of a high security risk or dangerous individual, may a security member be present in the room during the provider encounter. While respecting security requirements, encounters shall be private to the extent possible within the environment.

7.10. Emergency Notifications

The Contractor shall work with WVRJ to ensure the sharing of appropriate information regarding an inmate's condition if the family or other legal guardian is to be notified of a serious injury or illness. In the event of a life-threatening illness or surgery requiring hospitalization, the Contractor shall notify the Superintendent or designee so that the necessary family, guardian or other representative/next of kin may be notified. WVRJ may designate a chaplain, program staff person or other individual to actually carry out the notification.

7.11. Death in Custody

The Contractor shall have a protocol that describes actions to be taken in the event of the death of an inmate. In the event of an inmate death, either in the WVRJ or in an outside hospital, the Contractor shall immediately notify the Superintendent or the designee of the Superintendent.¹⁴ The Contractor shall cooperate with WVRJ in the development of a procedure for full notification within WVRJ offices in such a situation. WVRJ will then notify the appropriate individuals within the government hierarchy and the family or next of kin as designated. Contractor shall cooperate with WVRJ in the event of a medical examiner/coroner inquest or autopsy/postmortem request.

The Contractor shall conduct a mortality review within 30 days of any inmate death, regardless of the location of the death. The Contractor's Medical Director shall coordinate the mortality review and each individual practitioner who had contact with the individual during the final events surrounding the death shall participate in interviews regarding the circumstances surrounding the death. The Superintendent may designate WVRJ representative(s) to participate in the mortality review. The Contractor shall track all deaths and maintain a database as to demographics and cause of death. The mortality review is a component of the quality improvement plan and shall be utilized by the Contractor to improve responsiveness or services as appropriate.

7.12. Inmate Grievances

The Contractor shall work cooperatively with WVRJ in the administration of WVRJ's inmate grievance procedure to ensure systematic review of and response to inmate complaints, concerns or inquiries. Grievance or complaint response shall include a face-to-face component for clinical issues but may involve written correspondence for simple questions and answers. Response shall be timely and not to exceed three (3) days. The Contractor will be responsible for tracking, monitoring and provide a corrective plan of action.

Any inquiries or complaints by family members, lawyers, or other interested parties such as advocacy groups shall be responded to utilizing the same procedure and in the same timeframe. A copy shall be maintained in an inmate-specific correspondence file for ease of retrieval. Inmate grievances/complaints related to health or mental health services shall be reviewed routinely and discussed during the quality improvement committee meeting. Complaints shall be categorized and classified according to demographics, housing location, nature of the complaint, etc. and a database maintained and reviewed to determine any patterns or problematic issues.

¹⁴ ACA – 4-ALDF-4D-23

Copies of all grievances and the Contractor's response shall be sent to the Contract Administrator for review.

7.13. Managing a Safe and Healthy Environment

7.13.1. Infection Control Program

The Contractor shall establish a written plan that addresses the management of infectious and communicable diseases. The plan shall include procedures for prevention, education, identification, surveillance, immunization (when applicable), treatment, follow-up, isolation (when indicated), and reporting requirements to applicable local, state, and federal agencies. The plan shall provide for a multidisciplinary team that includes clinical, security, and administrative representatives, that meets quarterly to review and discuss communicable disease and infection control activities. The shall require the Contractor to work with the responsible public health authority to establish policy and procedure that include the following: an ongoing education program for staff and inmates; control, treatment, and prevention strategies, which may include screening and testing, special supervision, or special housing arrangements, as appropriate; protection of individual confidentiality; and media relations.¹⁵

The Contractor shall establish a comprehensive infection control program that includes monitoring and case management of inmates with infectious diseases such as HIV, TB, HCV, HBV, MRSA, and sexually transmitted diseases such as gonorrhea, chlamydia, syphilis, herpes, etc. HIV counseling shall be consistent with the guidelines of the Centers for Disease Control (CDC) and state health department. An individual staff member shall be designated by the Contractor as responsible for the monitoring of infectious diseases and the reporting to the state health department as required. This individual shall be responsible to ensure that intake screening is carried out appropriately with questions relevant to infectious disease, which inmates are identified and treatment plans established, that inmates are followed through chronic/communicable disease clinics with consistent diagnostic testing and treatment consistent with community standards.

7.13.2. Infection Control Program Components

This program shall include necessary training for health services and security personnel on infectious disease control and prevention, precautions and appropriate use of personal protective equipment such as hepa-masks. This program shall also include standards for bio-hazardous waste disposal, infection control practices for equipment management, and availability and accessibility of appropriate protective gear.

7.13.3. Infection Control Committee

The infection control program shall be coordinated by a designee of the Contractor and shall be considered a component of the quality improvement committee. Sentinel events involving infectious disease or control issues shall be reported to the quality improvement committee and reported to WVRJ immediately per occurrence. An infection control committee shall be established to include representatives from security, medical, nursing, dental, Facilities Management, and the Safety Officer. All activities of this committee shall be reported through the quality improvement program to WVRJ.

7.13.4. Staff Vaccination

¹⁵ ACA – 4-ALDF-4C-14

Health services staff shall be provided Hepatitis B vaccination at the expense of the Contractor.¹⁶

All direct care staff shall receive a test for tuberculosis prior to job assignment and periodic testing thereafter.¹⁷

Health services staff shall be tested annually (or more often if deemed appropriate by WVRJ) for tuberculosis exposure. TB screening shall be accomplished using the one-step PPD/Mantoux skin test or x-ray as appropriate. The Contractor shall maintain all documentation of health service staff.

The contractor shall order and administer flu shots to WVRJ staff. WVRJ will be responsible for the cost of the flu shots administered to WVRJ staff.

7.13.5. Tuberculosis Testing

The Contractor shall develop a written plan that addresses the management of tuberculosis. The plan shall include procedures for initial and on-going testing for infection, surveillance, treatment, including treatment for latent tuberculosis, follow-up, and isolation when indicated.¹⁸

TB screening of inmates shall be carried out at intake by health care staff through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test or a chest radiograph within seven (7) days of arrival. Participation is mandatory for both inmates and health services staff.

For inmates held for the U.S. Marshall Service and Immigrations and Customs Enforcement, individuals shall receive the Mantoux skin test or a chest radiograph at admission. The Contractor shall cooperate with these agencies by providing appropriate TB test/clearance documentation upon request.

The Contractor shall collaborate with state and local health officials and conduct an annual TB risk assessment for the facility. Written results of the risk assessment shall be maintained on file and made available to state and WVRJ officials upon request.

7.13.6. Hepatitis A, B, and C

The Contractor shall have a written plan that addresses the management of hepatitis A, B, and C. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated.¹⁹

Inmates are not required to receive Hepatitis B vaccination unless the individual has been started on the series and would receive the follow-on injections during incarceration.

7.13.7. HIV Infection

The Contractor shall have a written plan that addresses HIV infection. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated.²⁰

¹⁶ ACA – 4-ALDF-4D-07

¹⁷ ACA – 4-ALDF-4D-06

¹⁸ ACA – 4-ALDF-4C-15

¹⁹ ACA – 4-ALDF-4C-16

²⁰ ACA – 4-ALDF-4C-17

The Contractor shall cooperate with the established 340B pharmacy program established by WVRJ if one is obtained.

7.13.8. Environmental Health and Safety

The Contractor shall participate with WVRJ in the inspections of all jail areas for safety and sanitation. These inspections shall be carried out on a monthly basis and include a standardized inspection tool. Monthly reports to WVRJ and to the quality improvement committee, through the infection control subcommittee, shall be made with any recommendations for corrective action or improvement. These inspections shall be conducted by the infection control designee among the health services staff and shall include housing, program area, work and assignment areas, intake, laundry, health services areas including special housing and the kitchen. Each component of the inspection shall be detailed.

7.13.9. Bio-hazardous Waste

The Contractor shall have a written plan to address management of bio-hazardous waste and decontamination of medical and dental equipment that complies with applicable local, state, and federal regulations.²¹

The Contractor shall provide all bio-hazardous waste containers and supplies consistent with federal guidelines and Occupational Health and Safety Administration (OSHA). The health services staff shall be responsible for the collection and safe storage of any bio-hazardous waste with the storage area to be locked and the disposal frequent enough to minimize the need for storage capacity. The Contractor shall establish a contract and be responsible for payment for such waste disposal and ensure timely pick-up of wastes.

7.13.10. Kitchen Sanitation and Food Handlers

The Contractor shall participate with WVRJ in the monitoring of all food services areas including food preparation, storage and cleaning areas. Staff in food services, employees and inmates, should be trained appropriately regarding cleanliness, infection control, inspections, sanitation, etc. and the health services staff shall participate in the training and monitoring.

7.13.11. Ectoparasite Control

The Contractor shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies. Procedures shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding the potential presence of ectoparasites and treatment shall be individualized to each inmate infected.

7.13.12. First-Aid Supplies

The Contractor shall establish standardized contents and inspection procedures for first-aid supplies throughout the facilities for staff access. The Contractor shall determine, with the cooperation of WVRJ, the locations, numbers, and documentation guidelines for first-aid kits. The kits shall be placed for ease of access. The Contractor shall work with the WVRJ to define the policy and procedure surrounding the use, documentation and replenishing of the first-aid supplies. The Contractor is responsible for the cost of establishing and maintaining first-aid kits and supplies.

7.14. Health Care Services Support

²¹ ACA – 4-ALDF-4C-18

7.14.1. Pharmaceuticals

The Contractor management of pharmaceuticals shall include:

- Establish a formulary in conjunction with the contract pharmacy and WVRJ.
- A formalized method for obtaining non-formulary medications
- Prescription practices, including, requirements that medications are prescribed only when clinically indicated as one facet of a program of therapy, and a prescribing provider re-evaluates a prescription prior to its renewal
- Medication procurement, receipt, distribution, storage, dispensing, administration and disposal
- Secure storage and perpetual inventory of all controlled substances, syringes, and needles
- Administration and management in accordance with state and federal law and supervision by properly licensed personnel
- Administration of medications by persons properly trained and under the supervision of the health authority and facility or program administrator or designee
- Accountability for administering and distributing medications in a timely manner and according to physician orders²²

7.14.2. Pharmacy Services

The Contractor shall ensure the management of onsite pharmacy services sufficient to meet the needs of the inmate populations assigned to WVRJ. At present, an off-site Contractor contracted by Correct Care Solutions supplies medications which are delivered to WVRJ six days a week basis. WVRJ through this RFP, will establish a contract for the supply of all pharmaceuticals. The Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.

7.14.3. Pharmacy Consultant and Inspections

A consultant pharmacist utilized through the WVRJ established pharmacy contract shall conduct inspections on a monthly basis of the contract. The Contract shall cooperate with the contract pharmacy during these inspections. The Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

7.14.4. Commonly Used Medications

The Contractor shall establish a stock supply of commonly used medications (over-the-counter, legend and controlled substances) for administration to inmates prior to receipt of their actual patient-specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. These stock medications shall be determined by the Medical Director and Director of Nursing with the approval of WVRJ (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure that no medications are being diverted.

7.14.5. Stock Medications

This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison

²² ACA – 4-ALDF-4C-38

control, antidote and overdose management, again determined by the Medical Director. All staff that work with medications shall be oriented fully to pharmacy procedures and to poison control numbers. These numbers shall be posted conspicuously in medication areas and in the infirmary and intake areas.

7.14.6. Formulary

The Contractor shall establish a formulary in conjunction with the contract pharmacy and WVRJ. This formulary must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site Medical Director to approve or deny any non-formulary request including psychotropic medications. The Contractor shall submit a draft formulary with their proposal.

A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the inmate population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

7.14.7. Pharmacy and Therapeutics Committee

The Contractor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting with the WVRJ established pharmacy to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The Medical Director and Program Manager shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate and the meeting is mandatory.

7.14.8. Medication Administration and Distribution

Medications are to be administered to the inmate population by nursing personnel or for unique requirements may be Keep on Person (KOP) by the inmates depending upon the medications involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by licensed nursing staff. KOP medications shall be monitored within the population and the Contractor shall work with WVRJ on implementation of the process and the training of security staff regarding search and seizure situations. Security staff will contact a designated health service staff member regarding any questions about inmate medication during admission or during a subsequent search. Inmates in disciplinary settings will not be allowed KOP medications unless approved by the jail administration. It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP.

7.14.9. Disposal/Destruction of Medications

The Contractor shall coordinate with the contacted pharmacy to establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

7.14.10. Safety of Storage

The Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off going nurses together. Counts shall be conducted with two

personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The pharmacist conducting the routine inspections shall monitor this documentation for completeness and accuracy as shall the charge nurse or nursing supervisor and Director of Nursing as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

7.14.11. Sharps Management and Inventory

All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

7.14.12. Intake Medications

The Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored and controlled by the Contractor until the inmate's release. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

7.14.13. Order Procedures

The Contractor shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation. Protocols for legend drugs to be administered by nursing personnel are acceptable and may require a telephone order by a licensed provider. The Contractor shall ensure that all telephone or verbal orders are countersigned within the time allotted by law within Virginia. Nursing may distribute OTC medications in accordance with approved nursing protocols.

7.14.14. Dispensing Guidelines

Given the short length of stay in general, it is preferred that the Contractor not dispense more than a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with that process. However, liquid medications, particularly psychotropic and controlled substances shall be made available upon the order of the Medical Director in specific cases such as an individual with wired jaws or a history of stockpiling medications. Any change from blister pack would require the approval of WVRJ. Reuse of medications by the pharmacy shall be within applicable state and federal laws.

7.14.15. Discharge Medications

The Contractor shall establish a policy and procedure for the management of legend medications upon inmate discharge. If the Contractor is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be given at least a fourteen day supply upon release to ensure continuity for follow-up

care. If the inmate has the medication as KOP, then the remainder of the prescription will be given to the inmate upon release. If the prescription is for an antibiotic or other necessary medication that is not a controlled substance, the inmate may be given the remainder of the blister pack, not to exceed a two-week supply. Controlled substances may be provided up to a three-day supply based on the approval of the responsible physician given the potential for abuse or overdose. Contractors will be required to submit, with their proposals, their plan for providing discharge medications, and their plan for linking discharged inmates with community services. Syringes for insulin-dependent diabetics may be given in a seven-day supply. The Contractor shall provide for continuity of care and to avoid disruption of prescribed medications, particularly those life-sustaining or for chronic illness management. The duration of release medications will be negotiated. The contractor shall also provide access to medication profiles for viewing and printing purposes.

7.14.16. Order Automation

If at all possible, the Contractor shall automate the process for ordering medications, noting by nursing and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary but the goal is to minimize the amount of work by nursing staff required to process the order to the pharmacy.

7.14.17. Nonprescription Medication

When nonprescription medications are available outside of health services, the items, and access, are approved jointly by the facility administrator and the health authority. The items and access are reviewed annually by the health authority and administration.²³

A limited amount of nonprescription medications are currently available to inmates through the inmate commissary.

7.15. Office Furnishings and Medical Equipment

Office furnishings and medical equipment are as listed in Figure 2 – Office Furnishings and Medical Equipment, owned by WVRJ, will be available for use by the contractor. The Contractor may purchase additional office furnishings and medical equipment at their own expense. As office furnishings and medical equipment become unserviceable, the Contractor shall contact the Project Manager for disposition instructions. Replacement office furnishings and medical equipment shall be purchased and provided by the Contractor. Office furnishings and medical equipment purchased by WVRJ under the contract shall be the property of WVRJ and shall remain on site at the termination of the contract. Office furnishings and medical equipment purchased by the Contractor during the term of the contract shall be the property of WVRJ and shall remain on site at the termination of the contract. Office furnishings and medical equipment purchased by the contractor shall not be connected to WVRJ's network without the express written permission of WVRJ.

The Contractor shall be responsible for maintenance, repair, and/or replacement of equipment noted in Figure 2 – Office Furnishings and Supplies. As items of equipment become unserviceable and/or not repairable, the Contractor shall contact the Contract Administrator for disposition. The Contractor, at the Contractor's own expense, shall replace all unserviceable equipment.

The Contractor is responsible for scheduling, periodic maintenance and/or calibration of all equipment and instruments at intervals not to exceed manufacturer's recommendations or Federal, State, and Local guidelines, whichever is more stringent. The Contractor shall be

²³ ACA – 4-ALDF-4C-39

responsible for the cost of periodic maintenance and/or calibration of equipment and instruments.

Medical Equipment purchased by WVRJ under the contract shall be the property of WVRJ and shall remain on site at the termination of the contract. Medical Equipment purchased by the Contractor during the term of the contract shall be the property of WVRJ and shall remain on site at the termination of the contract.

7.16. Supplies

The Contractor shall provide, at the Contractor's own expense, all supplies required to perform under this contract. Supplies shall include, but not be limited to: paper, envelopes, pencils, pens, toners, ribbons, forms, books, manuals, medical record folders and forms, pharmaceutical, pharmacy supplies, laboratory supplies, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information, individual and group materials. Sufficient on-site supplies shall be maintained within the facilities to ensure appropriate availability for inmate treatment and staff use. Par and reorder levels shall be identified for all materials including medical, dental and office supplies as well as durable equipment.

7.17. Medical and Diagnostic Services

7.17.1. Laboratory Services

The Contractor shall ensure the availability of laboratory, x-ray and EKG diagnostic services on-site within the facilities. With regard to lab services, the Contractor shall be responsible for all lab services including requisitions, supplies, and results reporting. On-site lab tests shall be completed to the extent possible without the need for a medical technologist. Off-site lab services shall be contracted by the Contractor and include all routine and reference tests. Stat lab services shall be available with a two-hour turnaround time. In the event that the results are not available within the proscribed two-hour window, the on-call or site physician shall make the determination as to whether the inmate should be taken off-site to a local hospital. If the lab contract is unable to accomplish the stat two-hour requirement, the Contractor shall secure such services through a local lab or hospital, meeting all CLIA requirements, within the vicinity. Basic CLIA-exempt/waiver lab results shall be available on-site within approximately 24 hours and be printed out on a printer provided by the lab company.

7.17.2. Dialysis Services

The contractor is responsible for providing inmates with necessary hemodialysis services as ordered by the site primary care physician and/or medical director. The contractor must provide dialysis services preferably on or off-site to make sure all inmates are receiving the required services without interruption.

The contractor is responsible for all costs associated with the rental of all dialysis equipment, supplies, water filtration and for payment of professional nursing and Nephrology MD services and fees needed for on-site or off-site treatments.

7.17.3. Phlebotomy

Nursing staff shall be trained in phlebotomy services. The contractor shall provide one (1) FTE Certified Medical Assistant (CMA) at WVRJ to be designated as responsible overall for phlebotomy and lab services. This designee shall ensure that the stock of needles and syringes maintained for lab use is secured and double-locked, as well as counted at least weekly (stock). Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp.

Lab services, including HIV, sexually transmitted diseases and drug rehabilitation diagnostics, are NOT available to the Contractor through the state's health department or drug rehabilitation program providers; thus, the Contractor is responsible for laboratory testing conducted by health services staff. Lab services shall be provided by a fully licensed and accredited facility with qualified and credentialed medical technologist and board certified pathologist staff.

7.17.4. EKG Services

EKG services shall be provided on-site within the WVRJ. EKG services shall include EKG machines, supplies, actual tracings/strips, and the immediate reporting of results with board-certified cardiologist over read. Services may be contracted by the Contractor, but require the 24-hour availability of a board-certified cardiologist for over read capabilities. EKG services shall include an on-site printout of the strip and the report. Twelve-lead EKG is preferred. Documentation of the board certification of the cardiologist(s) shall be included with any subcontract or independent contract agreement.

7.17.5. Radiology Services

The Contractor shall provide x-ray and radiology services and such materials as may be needed to ensure adequate health care for inmates.

7.17.5.1. The Contractor shall provide all labor, supervision, equipment, tools, and materials, as necessary to provide Mobile X-Ray Services on an as needed basis to WVRJ.

7.17.5.2. The Contractor shall be responsible for proper storage, marking, and handling of all x-ray film.

7.17.5.3. The Contractor shall be responsible for complying with all Federal (EPA, OSHA, etc.), and State regulations governing the operation and discharge of x-ray equipment.

7.17.6. Other Specialty Services

Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the Contractor. The Contractor shall negotiate these agreements to ensure that diagnostic services are available within the general proximity of the WVRJ.

7.17.7. Ancillary Services Quality Improvement

Quality improvement initiatives may include lab, EKG, and x-ray on occasion and the Contractor may be required to obtain multiple specimens and send them out to various locations for results or interpretation as a quality assurance measure. Any such quality improvement shall be the responsibility of the Contractor.

7.18. Hospital and Specialized Ambulatory Care

The Contractor shall establish agreements with individual specialists and sub specialists willing to assume the responsibility for ongoing care or with a specialty multi-physician group practice for specialty outpatient services. The Contractor shall establish a working relationship and/or agreement with at least one area hospital in order to coordinate care for hospitalized inmates.

All agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general, shall be subject to the approval of WVRJ. The Contractor shall maintain these contracts in a file on-site within the WVRJ and these files shall be available to WVRJ upon request.

7.18.1. Utilization Management

The Contractor shall ensure that utilization management (UM) is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee shall be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director shall be aware of each individual's hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical that positive relationships with local hospitals or clinics be maintained and that the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by the Contractor, the site Medical Director shall be responsible for clinical decisions involving his/her patients within the detention facilities. Final medical authority rests with the Medical Director.

Individuals returning to WVRJ following off-site treatment should return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. It is critical that any patient returning from an inpatient hospital stay be evaluated by qualified nursing staff prior to return placement in housing population. All discharge summaries, treatment records, progress notes, etc. shall be reviewed by the physician as soon as possible after the inmate returns from an off-site appointment to assure appropriate orders and follow-up.

7.18.2. Subcontractor Payment Timeliness

The Contractor shall carry out payments to hospitals, physician groups and other subcontractors within a reasonable time, generally within 30 days of billing.

7.19. Translation/Interpretation Services

The Contractor shall provide Translation/Interpretation services through the use of Contractor's staff or through commercially available sources as necessary to meet the medical needs of the inmate population. The Contractor shall bear the cost of such services. The Contractor shall not use other inmates for translation.

7.20. Inmate Care and Treatment²⁴

7.20.1. Receiving Health Screening

The Contractor shall provide qualified health staff to provide 24-hour per day, 7-day per week health care staff coverage in the intake/admissions area to complete receiving health screening on all new inmate arrivals including intra-system transfer inmates. Contractors' staffing proposals should address potential needs for increased intake staff during times of peak workload in the admissions area. Health care staff shall complete an initial health assessment and medical screening in the admissions area within four (4) hours of an inmate being booked into the facility. This health staff shall also be responsible for the medical needs of inmates held in the receiving areas adjacent to Admissions. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from screening.

The health staff providing intake screening in the admissions area may request an arresting police agency to obtain an evaluation of an arrestee's medical condition at a hospital emergency department if the arrestee is in need of medical intervention beyond the capability of on-site jail medical services. Any inmate returning to booking after having been referred to an off-site medical setting must have written

²⁴ ACA – 4-ALDF-4C-22 & 23

documentation, such as discharge documents or a medical clearance form, indicating the inmate's medical condition and needs.

7.20.2. Contents

The intake or receiving screening carried out at admission shall consist of the following components of inquiry or observation at a minimum (and a new receiving screening completed upon each admission despite frequency of admission to the jail setting):

- Signs, symptoms or past history of infectious disease including TB
- Current illness and health problems, including communicable disease
- Dental problems
- Inmate's medical history
- Signs or symptoms of acute mental illness
- Suicide ideation
- Acute dental problems, swelling, infection
- Known allergies to medications or other agents
- Medication and therapeutic diet history and current use
- Signs and symptoms of drug or alcohol withdrawal
- History of past or current treatment for illness
- Last ingestion of drugs or alcohol date and time, type, quantity, method, frequency, and related problems
- Current pregnancy, date of last menstrual period, any gynecological problems
- Behavior, appearance
- Body deformities or difficulties with ambulation or movement
- Persistent cough, lethargy, complaints of unexplained weight loss
- Condition of skin including scars, tattoos, bruises, lacerations, lesions, jaundice, rashes, ectoparasite infestations and needle tracks or other indications of drug use
- Other conditions or questions as deemed appropriate by the Medical Director.
- Baseline blood pressure, heart rate and respirations

7.20.3. Intake Emergency Needs

Intake health care staff shall be oriented to the process for accessing immediate urgent intervention on-site with the jail physician or off-site to a local emergency department if necessary. The intake health care staff shall have the ability to determine whether a situation is emergent (off-site) or urgent (on-site).

7.20.4. Disposition

The intake health care staff shall also note patient disposition – whether the inmate is held in booking, returned to a housing unit, referral for urgent Physician/NP/PA intervention, or referral off-site for emergency treatment. Documentation on the intake receiving screening shall be recorded on a screening form approved by the health authority and shall be thorough, comprehensive, legible, and include signature and date of the health care staff.

7.20.5. Isolation Option

The intake health care staff, in consultation with the jail physician, may immediately place the inmate in isolation if the receiving screening indicates potential symptoms for tuberculosis such as fatigue, weight loss, night sweats, coughing, etc.

Hospitalization may be the preferable alternative, however. An inmate who is identified as symptomatic upon intake and not sent to the hospital shall be placed in isolation while a PPD is planted and read and sputums, specimens, and smears are

obtained. The inmate may only be released from isolation when the inmate is medically cleared by a physician as non-infectious. If the inmate is released from custody while in isolation pending outcome of the tuberculosis testing, the inmate shall be referred to an appropriate local hospital as determined through communication with WVRJ and/or State Health Department.

7.20.6. PPD Testing

TB screening of inmates shall be carried out at intake by health care staff through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test or a chest radiograph within fourteen (14) days of arrival. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from PPD testing.

For inmates held for the U.S. Marshall Service and Immigrations and Customs Enforcement, individuals shall receive the Mantoux skin test or a chest radiograph at admission. The Contractor shall cooperate with these agencies by providing appropriate TB test/clearance documentation upon request.

7.20.7. Wellness Rounds

Nursing staff shall make rounds every four (4) hours within the Admissions and intake area. It is imperative that the area be monitored closely for any crisis situations.

7.21. Transferring Inmates

Non-emergency inmate transfers require the following:

- Summaries, originals, or copies of the health record accompany the inmate to the receiving facility; health conditions, treatments, and allergies are included in the record
- Confidentiality of the health record
- Determination of suitability for travel based on medical evaluation, with particular attention given to communicable disease clearance
- Written instructions regarding medication or health interventions required en route for transporting officers separate from the medical record
- Specific precautions to be taken by transportation officers, including universal precautions and the used of masks and/or gloves
- A medical summary sheet is required for all inter- and intra-system transfers to maintain continuity of care. Information included does not require a release of information form.²⁵
- Inmates who are transferred to agencies and institutions outside of WVRJ shall have a health transfer summary completed to ensure that any current needs are identified, medications, diet, etc., and that any pending treatments or appointments are identified for follow-up.

7.22. Information on Health Services

The Contractor shall establish written information on how to access health services and on medical grievance procedures to be given out to incoming inmates during admission. This information shall be available both in English and in Spanish. In addition to written instruction, inmates shall be informed verbally by nursing personnel of how to access health services and on medical grievance procedures. When literacy or language problems prevent an inmate from understanding written information, the Contractor shall provide a staff

²⁵ ACA – 4-ALDF-4D-27

member, translator, or translator service to assist the inmate. The Contractor shall ensure that this information is readily available to the inmate population despite any potential physical disabilities or language barriers.²⁶

7.23. Health Assessment/Appraisal

The Contractor shall complete a full health assessment/history and physical examination within the first 14 calendar days of an inmate's arrival at WVRJ.²⁷ The history and physical need not occur immediately following admission, except for those inmates referred for chronic illness, but must be completed by the end of a two-week period. Priority for health assessment shall be given to those identified during the intake booking process to have chronic or infectious illness or other more urgent medical needs, and those with medications continued upon admission.

7.23.1. Data Collection and Recording

Health assessment/appraisal data collection and recording includes the following:

- A uniform process determined by the health authority
- Health history and vital signs collected by qualified health care personnel
- Collection of other health appraisal data performed only by qualified health personnel
- Review of the results of the medical examination, tests, and identification of problems is performed by a physician or mid-level practitioner, as allowed by law.²⁸

7.23.2. Health Assessment Components

Licensed and credentialed nurses or physicians shall conduct health assessments. Any inmate with medication continued during the intake process shall be evaluated fully by the provider as to the need for the medication on a continuing basis and the exact medication to utilize, i.e. continue the prior medication if non-formulary or convert to a formulary medication if therapeutic efficacy is demonstrable. The provider shall order laboratory tests for diagnostic purposes as indicated and the provider must sign off on all labs ordered.

7.23.3. Physician Review of Lab Findings

All lab results, in general, must be signed and dated by a physician to indicate review of the findings. This sign-off shall occur within a reasonable time to ensure that documents are available to be filed in the medical record promptly. Abnormal results that are of concern to the physician shall receive appropriate follow-up and the patient shall be informed. Minor abnormalities in lab findings remain the discretion of the physician regarding the need for further diagnostic work-up.

7.23.4. STD Testing

Contractor will comply with State of Virginia reporting requirements. Routine diagnostic testing for sexually transmitted diseases is not generally available within the jail setting unless the individual exhibits signs and symptoms of a communicable disease. This information may be uncovered during the receiving or transfer screening, during medical examination or through the sick call process. Any individual identified with a sexually transmitted disease such as syphilis, gonorrhea, or chlamydia, shall be treated immediately to ensure treatment prior to release. Screening for HIV, Hepatitis B or Hepatitis C shall be based on symptom description

²⁶ ACA – 4-ALDF-4C-01

²⁷ ACA – 4-ALDF-4C-21

²⁸ ACA – 4-ALDF-4C-25

rather than routine lab testing for these illnesses. Individuals who seek testing shall be tested. All HIV testing is on a volunteer basis unless court ordered.

7.23.5. Forensic Testing

Health services staff that have a patient provider relationship shall not carry out court-ordered forensic testing or specimen collection. Individuals with no treatment responsibility, such as a medical assistant or phlebotomist, may be utilized; however, the preference is that no on-site health care staff participates in the process of forensic specimen collection, including HIV, DNA, blood for paternity determination, etc. Rather, outside providers from WVRJ or from an outside contracted lab shall obtain such specimens. The Contractor is not responsible for the cost of forensic testing; however, if a physician orders a toxicology screen for an inmate suspected of overdose for diagnostic or treatment reasons, the Contractor is responsible.

7.23.6. Immunizations

Immunizations, as indicated by provider order, shall be carried out in conjunction with ongoing inmate health care. It is the responsibility of the provider to determine need for immunizations. However, during flu season, based on availability of a sufficient quantity of the vaccine that the Contractor shall purchase from an outside company, flu vaccination shall be carried out for the inmate population according to clinical priority, i.e. chronically ill, immune compromised, frail elderly, etc. Pneumovax vaccination during this time is preferable as well according to physician order and protocol.

7.23.7. Readmission Assessment Criteria

Regardless of the number of admissions, the intake screening and initial H & P shall be completed by health care staff upon each admission.

7.23.8. Periodic Health Appraisal

Although most inmates' length of stay is of a short duration, some individuals may remain in custody a year or more. In such cases, the Medical Director shall establish a policy and procedure for routine periodic physical exams for health maintenance consistent with NCCHC, ACA, and professional standards whichever is sooner.²⁹ Age, gender and physical condition may dictate the increased frequency of the periodic examination. Inmates with chronic or long-term communicable illnesses shall receive a complete physical on an annual basis regardless of age or gender. In addition, inmates on psychotropic medication shall receive a complete physical examination on an annual basis to include blood level testing as appropriate.

7.24. Non-Emergency Medical Requests

The Contractor shall establish a system to respond to inmate requests for medical, dental, or mental health service. Individuals shall be seen by the appropriate level of health care team member for medical requests within the timeframe prescribed by NCCHC, VDOC, and ACA whichever is sooner. Dental complaints may be screened by a hygienist or by nursing staff if the dentist trains the staff appropriately. A psychiatric social worker shall screen all mental health requests including those requesting to be seen by the psychiatrist. The level of provider seen shall be established through the triage process by nursing staff.

Inmates in disciplinary areas shall have access to sick call on a routine basis with the same frequency as the general population. Nursing staff shall conduct rounds daily in any restricted or administrative segregation area and take note of any inmate complaints or medical issues. A log system may be utilized to document completion of this function, with

²⁹ ACA – 4-ALDF-4C-26

inmate name, identification number, complaint, disposition and staff member name and date. Rounds shall be conducted daily in these areas with the medication administration process.

7.24.1. Inmate Requests

Inmate Requests, (commonly referred to as Kites), are readily available to inmates in their housing units and are used by inmates to express their needs and concerns to correctional staff, including the medical department. Inmates complete a paper inmate request for health services.

Inmate requests shall be retrieved from the housing units on a daily basis by medical staff. These requests shall be triaged daily by health professionals or trained health personnel. A priority system shall be used to schedule clinical services. The triage disposition shall be documented on the inmate request indicating disposition and name, date and time of the person carrying out triage. Inmate requests shall be triaged within 24 hours of receipt of the request. Clinical services shall be available to inmates in a clinical setting a minimum of five days a week and shall be performed by a physician or other qualified health care professional.³⁰

The Contractor shall group and file inmate requests chronologically in the inmate's medical record.

The Contractor shall return one copy of the answered inmate request to the inmate.

7.25. Sick Call

Actual sick call encounters shall be conducted by nursing or physician staffing for medical complaints, nursing or dental staff for dental complaints and a QMHP for mental health issues. Nurse sick call shall be available on-site daily including weekends and holidays. Physician sick call shall be conducted not less than five days per week at the WVRJ. The Contractor will be responsible for tracking, monitoring and reporting on the status of request.

7.25.1. Sick Call Visit Environment

Medical exams and procedures shall be carried out in an appropriate clinical environment and not in open areas, hallways, or corridors where privacy is lacking and confidentiality is at risk. Exam and treatment rooms shall be properly equipped with an exam table, mayo stand, gooseneck lamp, oto/ophthalmoscope, thermometer, blood pressure cuff and stethoscope and scale. If hand washing facilities are not available in each room, then appropriate antibiotic/antiseptic cleansing gel shall be utilized.

7.25.2. Triage

If the inmate is seen by a nurse at a sick call visit and the nurse determines that the individual needs to see a higher level of medical professional, the inmate shall be scheduled for a physician visit. Non-emergent physician appointments shall be scheduled for the physician's next available appointment time, normally within two business days

7.26. Emergency Services

7.26.1. Emergency Plan

The Contractor shall establish an emergency plan that provides 24-hour emergency medical, dental, and mental health services. Services include the following:

- On-site emergency first aid and crisis intervention
- Emergency evacuation of the inmate from the facility
- Use of an emergency medical vehicle

³⁰ ACA – 4-ALDF-4C-03

- Use of one or more designated hospital emergency rooms or other appropriate health facilities
- Emergency on-call or physician, dentist, and mental health professional services are available 24-hours per day, when the emergency health facility is not located in a nearby community
- Security procedures ensure the immediate transfer of inmates, when appropriate.³¹

7.26.2. Emergency Transportation

The Contractor shall establish agreements with local ambulance services to transport inmates to medical facilities for emergency treatment. The Contractor shall bear the cost of such emergency transportation.

7.26.3. Emergency Access to Medical Care

Routine orientation for security and health staff shall include the process for inmate access to emergency treatment during all hours of the day or night. Inmates shall be informed by the intake medical staff of the process for routine and emergency access to care when the inmates arrive at Admissions. Nurses may be asked to respond to the housing units or other locations within the facilities or the inmate may be brought to the health service unit, depending upon the nature of the emergency complaint. If the inmate is brought to the health services area, s/he may be transported by wheelchair or gurney rather than escorted to the unit on foot. Nurses may also provide phone triage. Security staff should provide an escort during an emergency.

7.27. Written and Verbal Clinicians' Orders

Written, verbal or telephone orders may be initiated by a mid-level provider, physician, dentist or psychiatrist within the jail health services. Health care staff may only respond to a verbal or telephone order and shall not initiate orders. Health care staff shall note the provider orders within six to eight hours of appointment. If a medical unit clerk or ward clerk transcribes orders, the order must still be noted by a nurse within the eight-hour time frame. Orders shall be carried out according to instruction. A physician shall cosign verbal or telephone orders within 72 hours.

7.28. Referral Services

Inmates who need health care beyond the resources available in the facility, as determined by the responsible physician, are transferred under appropriate security provisions to a facility where such care is on call or available 24 hours per day. The Contractor shall maintain a written list of referral sources which includes emergency and routine care. The list shall be reviewed and updated annually.³²

7.28.1. Patient Transport - Scheduled

Patient transport is the responsibility of WVRJ for routine medical appointments off-site. It is the responsibility of the Contractor for emergency services as well as for routine medical or other clinical appointments off-site necessitating the use of a chair car or other handicapped accessible vehicle. Nursing staff or the physician shall determine the appropriate mode of transportation for both appointments and emergencies.

7.28.2. Scheduling

Nursing staff shall notify the Intake Lieutenant and Transportation Sergeant or designee on a daily basis of pending medical off-site appointments as much in advance as possible so that security staff may be scheduled to carry out the transport.

³¹ ACA – 4-ALDF-4C-08

³² ACA – 4-ALDF-4C-05

Given that medical trips are often conducted by custody staff on an overtime basis, as much advance notice to WVRJ as possible is required.

The Contractor shall work cooperatively with WVRJ in the scheduling of off-site appointments and attempt to accommodate scheduling to minimize security supervision overtime. Appointments shall be clustered if possible for ease of transport. The Health Service Administrator shall identify, track and monitor appointments that are missed for lack of security escort, as this should be a rare occurrence. These cases should be reviewed with WVRJ on a routine basis and reviewed during quality improvement meetings. Other reasons for missed appointments shall be monitored as well such as absence from the facility for court, a visit, refusal, etc. These factors should be monitored and reported on as well to minimize missed appointments.

7.28.3. On-Site Services

The goal of WVRJ is to have services delivered on-site to the extent feasible including physician specialty and subspecialty clinics. These on-site clinics shall include orthopedics, optometry, obstetrics and gynecology, and others as determined necessary by Contractor. If three or more inmates are scheduled within a two-week time for a particular specialty, the Contractor shall make every effort to bring this specialty service on-site whether for a one-time or recurring basis.

7.28.4. Medication or Diet during Transport

Although jail transport is generally not lengthy travel or overnight stays, inmates may need medications during a day off-site for clinic appointments. If the inmate needs to have medication during his/her absence from the facility and the medication is not KOP, the security staff shall be given the pre-packaged dose for distribution to the inmate at the time identified on the envelope. If the medication is KOP, the inmate may carry the medication in an envelope on his/her person for the visit. If the inmate being transported is a diabetic inmate or other inmate with a special medical diet, the health services staff will direct the kitchen to prepare a package lunch for the transport to meet the dietary requirements.

7.28.5. Documentation with Off-Site Encounters

Both routine and emergency transportation shall include at least minimal medical documentation. If the transport is for an off-site medical or dental appointment, a consult request shall be included and a copy of the latest lab, x-ray or other diagnostic information may be attached. If the transport is for an emergency, a transfer summary shall be completed. In either case, the medical record document shall be sealed in an envelope and nursing shall provide the envelope to the escorting security staff for delivery to the off-site or emergency provider. Return documentation should be included as well with a consult follow-up or other progress note and plan from a specialty visit and a disposition form from the emergency room. Return documentation should be handled by the security escort staff and returned to the nursing staff member designated at the sites.

7.29. **Mental Health Program**

Mental health services shall include as a minimum:

- Screening for mental health problems on intake on the approved validated brief jail mental health screening form as approved by the mental health professional and as provided in NCCHC, VADOC, and ACA standards.³³

³³ ACA – 4-ALDF-4C-29

- Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
- Crisis intervention and management of acute psychiatric episodes.
- Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
- Referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
- Obtaining and documenting informed consent.³⁴
- The Contractor's mental health services and activities shall be approved by the appropriate mental health authority.³⁵

7.29.1. Mental Health Evaluation

The mental health evaluation shall be one key component of the comprehensive jail mental health program established by the Contractor. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (5) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promotive programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.

7.29.2. Evaluation Priority

The Contractor shall establish a process for the systematic mental health evaluation of inmates within the timeframe prescribed by NCCHC, BOC, or ACA whichever is sooner.

7.29.3. Documentation Guidelines

Documentation of the mental health evaluation shall be consistent and standardized and placed within the confidential medical record. All mental health records and dental documentation shall be placed in the one comprehensive medical record. The one medical record, identified by the inmate's Name Number, shall be the single repository for all documentation related to health or mental health care regardless of the profession of the individual staff member completing the form or note.

7.29.4. Crisis Intervention and Disposition

Any individual inmate found to be in need of urgent follow-up is identified by the mental health professional/QMHP at the time of the booking screening or mental health evaluation unless previously referred by members of the security or health care staff or other jail staff person. If the inmate is in need of immediate intervention, the QMHP shall determine the appropriate disposition among the options available –

³⁴ ACA – 4-ALDF-4C-27

³⁵ ACA – 4-ALDF-4C-28

emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where suicide watch or therapeutic restraint occur) or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.

7.29.5. Evaluation Components

The mental health evaluation/appraisal shall be in accordance with NCCHC, VADOC, and ACA standards and minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, QMHP, but may also include psychiatry or licensed doctoral level psychology staff, or advanced practice registered nurse with a psychiatric clinical specialty) prior to the 14th day of inmate custody within the jail. Inmates who are referred as a result of the mental health screening or by staff referral will receive a comprehensive mental health evaluation by a licensed mental health professional within 14 days of the referral. Mental health examinations must include a minimum of:³⁶

- Review of mental health screening and appraisal data
- Assessment of current mental status and condition with direct observations of behavior
- Assessment of current suicidal and person specific circumstances that increase suicide potential
- Assessment of violence potential and person specific circumstances that increase violence potential
- Review of available historical records of public or private inpatient and outpatient psychiatric treatment, psychotherapy, psycho-educational groups, classes or support groups.
- Review of history and current treatment with psychotropic medication
- Review of History and current drug and alcohol treatment.
- Review of history of sexual abuse-victimization and predatory behavior
- Assessment of drug and alcohol abuse and/or addiction
- Collection and review of additional data from individual diagnostic interviews and test assessing personality, intellect and coping abilities.
- Use of additional assessment tools, as indicated
- Referral to treatment as indicated
- Development of a treatment/management plan, including recommendations concerning housing, job assignment, and program participation.
- History of child abuse.
- History of serious head trauma with even momentary loss of consciousness.
- History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.
- Transfer to a mental health facility for inmates whose psychiatric needs exceed the treatment capability of the facility

7.29.6. Intellectual Functioning

If an inmate is identified as potentially mentally challenged/developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for

³⁶ ACA – 4-ALDF-4C-30

assessment. Mental health staff shall work together with education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into one of several mental health housing units that provide a more sheltered and protected environment.

7.29.7. Mental Health Referrals

The Contractor shall ensure inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.³⁷

7.29.8. Mental Illness and Developmental Disability

Inmates with severe mental illness or who are severely developmentally disabled shall receive a mental health evaluation. Where appropriate, these inmates are referred for placement in non-correctional facilities or in units specifically designated for handling this type of individual.³⁸

7.29.9. Transfer

The Contractor shall ensure due process is ensured prior to a transfer that results in an inmate's placement in a non-correctional facility or in a special unit within the facility, specifically designated for the care and treatment of severely mentally ill or developmentally disabled. Procedures for transfer shall comply with federal, state, and local law. In emergency situations, a hearing is held as soon as possible after the transfer.³⁹

7.30. **Dental Program**

Dental services shall be scheduled for full days and carried out according to the staffing plan. Dental services shall include a licensed dentist and a dental assistant who has experience. A qualified health care professional, trained by the dentist, may be used for screening dental sick calls. Toothbrushes and toothpaste along with all other personal hygiene items are available in the WVRJ through commissary or via the indigence procedure. The availability of dental floss is subject to review and approval by WVRJ.

7.30.1. Oral Screening

The Contractor shall maintain a system for the oral screening of inmates prior to or in conjunction with the health assessment/physical exam, within 14 days of receiving screening. This oral screening may be conducted by nursing staff or other health staff who are trained by the dentist to visually identify gross abnormalities of the teeth and gums, to identify swelling and infection, and to respond to an inmate's complaint of acute dental pain. Antibiotic and analgesic orders may be initiated by nursing based upon a verbal or telephone order by the dentist or physician. Nursing may not initiate legend medications from a generic standing order. The dentist shall also participate in the development of the formulary to ensure that dental is represented in the areas of antibiotics, analgesic, and other items such as rinses that may be by prescription only.

7.30.2. Priority of Dental Treatment

Dental services shall be focused on emergency treatment for acute pain, swelling and infection. Restorative care such as routine fillings will be available on a limited basis

³⁷ ACA – 4-ALDF-4C-31

³⁸ ACA – 4-ALDF-4C-34

³⁹ ACA – 4-ALDF-4D-20

depending upon availability of the dentist. Prophylactic care such as routine cleaning is unavailable in the detention setting due to the short length of stay. Individuals with prolonged lengths of stay that may be up to a year, or rarely more, shall be given priority for restorative care. An oral examination shall be performed by a dentist within 12 months of admission. Dental lab services shall be available through the Contractor but utilization will be minimal with focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly. Partials will be given priority for mastication rather than aesthetics and temporary devices may be provided, e.g. a “flipper.”

7.31. Assessment Protocols

The Contractor shall establish and implement assessment protocols to be utilized by health care staff within the jail setting. These protocols shall be reviewed and approved initially by the Director of Nursing and the Medical Director and shall be reviewed and updated or revised as needed on at least an annual basis. New protocols may be added at any time as the need is identified.

7.31.1. Nursing Protocol Procedures

These nursing assessment protocols are not restricted to the use of routine OTC products. Protocols utilized by health care staff need to be individually cosigned; however, the Medical Director reviews and approves each protocol. Treatment with legend drugs may be initiated by nursing staff with a valid provider order (written, verbal or telephone). If the provider order is verbal or by telephonic, it shall be cosigned within 72 hours the physician accepting responsibility for the order.

7.31.2. Clinical Pathways

Clinical guidelines or clinical pathways that are evidence and criteria-based that are utilized by mid-level providers, physicians or psychiatrists may be utilized and are not considered assessment protocols (designed for health care staff use). These pathways or guidelines, usually disease-specific, should be customized to the jail setting and to the individual patient. Guidelines such as these are encouraged but are not mandatory.

7.31.3. Chronic Disease Monitoring

Inmates with chronic conditions such as hypertension, diabetes, and other diseases shall receive periodic care and treatment that includes:

- Monitoring of medications
- Laboratory testing
- Use of chronic care clinics⁴⁰

Inmates identified during the intake medical screening or subsequent examination as chronically ill and in need of ongoing treatment shall receive a treatment plan. The treatment plan may be initiated by a mid-level provider or physician and shall dictate the frequency of evaluation and monitoring. The Contractor shall ensure that the frequency identified in the treatment plan is met and that the related diagnostic blood work, or other monitoring instruments such as therapeutic diet compliance, etc., is completed in advance of the periodic chronic disease visit. These encounters may be performed by a mid-level provider, physician or psychiatrist in the event of a chronic mental illness.

7.32. Continuity of Care

⁴⁰ ACA - 4-ALDF-4C-19

The Contractor shall provide continuity of care from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated.⁴¹

The intake receiving screening is the initiation of continuity of care for the inmate patient upon admission to the detention facilities. If the individual is on medications, attempts shall be made to obtain prior records or at least prior prescription history, verbal if not written. The transfer summary upon movement among the facilities ensures that there is no interruption in the health service delivery through the sharing of relevant health information.

Aftercare is a significant challenge for a large urban jail setting given the extremely rapid turnaround of most of the individuals. Linkage with community clinics, health departments, indigent care facilities, shelters and mental health facilities shall be established for release planning. The contractor shall provide one full-time discharge planner and establish a referral network and consolidate this information into a concise folder for staff use when coordinating linkage for care upon release. This manual shall include local resources available, primarily for indigent or Medicaid care, sexually transmitted diseases, infectious diseases such as HIV or Hepatitis, chronic illnesses and the mentally ill. When the health care staff is aware in advance of the inmate's pending departure, a designee shall make every attempt to schedule follow-up in the community after release. Every attempt should be made by the jail staff to inform health services of pending releases or transfers with as much notice as possible to ensure continuity of care. Regardless of advance notice of pending release, health services staff shall inform and educate inmates about local resources available through such means as a community resource manual and discussion of these resources during incarceration. Contractor shall coordinate with WVRJ staff to facilitate enrollment of eligible inmates in Medicaid upon re-entry.

If there is advance notice of the inmate's release, the Contractor's staff shall prepare a discharge summary, like a transfer summary, that provides the inmate with a summary of his/her care and needs. Providing this to the inmate for him/her to carry and to use with the next provider in the community is of benefit.

7.33. Health Evaluation of Inmates in Restricted Housing

7.33.1. Nursing Rounds

Nursing staff shall conduct routine rounds within the disciplinary or restricted housing areas daily in conjunction with medication administration. These screening rounds may be documented on a log or other group format listing individuals and dispositions or they may be documented individually on progress notes. If an inmate is removed from his/her cell to an examination room or interview room to see a nurse or other healthcare or mental health care professional, a progress note shall correspond with the staff name, title and date. Inmates within restricted housing shall have the same access to health care as the general population and sick call shall be available on the same frequency.

7.33.2. Mental Health Rounds

In addition, a designated mental health professional shall conduct rounds in the restricted housing areas seven (7) days per week to make contact with inmates in this setting and to determine if any individuals are decompensating within the restrictive environment due to mental illness. Furthermore, inmates with serious mental illness

⁴¹ ACA – 4-ALDF-4C-04

who receive disciplinary action resulting in punitive restricted housing shall be assessed by a mental health professional as to the appropriateness of the placement timing given the mental condition of the inmate.

7.34. Health Education and Promotion

Inmates shall receive essential and basic information about diet, infectious diseases, chronic illnesses, drug abuse, hygiene, fitness and exercise, smoking cessation and other relevant topics from the health services staff. This may be accomplished in a variety of ways including ensuring the availability of educational and instructional pamphlets in the booking area or in other inmate waiting areas such as holding for court, health services unit, and within the housing units. Videos may be utilized in waiting areas and staff may offer groups on particular topics of inmate interest for sign-up in advance. At least one topic important to this population shall be offered monthly by health services staff.

7.34.1. Diet

The Contractor shall provide health education and wellness information to all inmates.⁴²

The Contractor shall develop a program for ordering, educating and monitoring special medical diets. These diets shall only be ordered by a provider to include the mid-level providers, physicians and dentist. Therapeutic diets shall be kept to a minimum based on essential clinical need rather than individual preference. Only the Medical Director shall determine the need for a diet related to a self-reported food allergy. In general, inmates shall be instructed on self-care and dietary exchanges to promote the ability to make appropriate choices when returned to the community. The Contractor shall work closely with WVRJ's current Food Service's contracted Registered Dietician in the development of the special diet. Should WVRJ need assistance with finding a registered dietitian to complete biennial reviews of the menus and therapeutic diets, the Contractor shall assist.

7.34.2. Exercise

The Contractor shall work with the Superintendent to ensure exercise areas are available to meet exercise and physical therapy requirements of individual treatment plans.⁴³

The Contractor shall develop handout materials for large-muscle, aerobic exercise that may be carried out in small spaces. These materials shall be distributed to inmates upon interest and request with a particular focus on disciplinary areas where restrictions are more rigid.

7.34.3. Personal Hygiene

WVRJ is responsible to provide personal hygiene items to inmates on a regularly occurring basis. These hygiene items minimally include soap, comb, toothbrush, toothpaste, toilet paper and sanitary napkins or tampons for the women. The Contractor is not obligated to provide any hygiene items and is discouraged from ordering special soaps or toothpastes based on inmate preference. Should a clinical need for a special soap be demonstrated, the Contractor shall bear that expense as a medical supply/OTC item.

7.34.4. Use of Tobacco Products

⁴² ACA – 4AFLD-4C-21

⁴³ ACA – 4-ALDF-4C-41

WVRJ maintains tobacco-free facilities for the inmate population. Health services staff shall consider these facilities to be tobacco-free and not bring items such as cigarettes or other tobacco products that are contraband into the jails.

7.35. **Special Needs and Services**

Communication on Special Needs Patients

7.35.1. Open Communication

The Contractor shall ensure timely and accurate communication with jail staff regarding any inmate with special needs and the impact of those special conditions on admission to the jail, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs inmates include those individuals with physical disability, geriatric, communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, mentally ill inmates and pregnant inmates. The Contractor shall develop a formal process for review of and communication regarding these special needs individuals. Special needs treatment plans shall be developed in conjunction with the admission physical. Transfer to another jurisdiction shall require the completion of a transfer summary by the health care staff to ensure continuity of care and sharing of information. When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours.⁴⁴

7.35.2. Case Conferences

Inmates identified as special needs will be discussed, at a minimum, at the monthly Medical Audit Committee meeting to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging individual. Additional case management meetings may be called by either the Contractor or Jail Administration as they see fit and the case review shall be scheduled within three business days. Jail Administration may designate security staff, program staff or other WVRJ employees to participate. The Contractor shall cooperate and chair such special needs case conferences.

7.35.3. Special Needs Treatment Plans

The Contractor shall establish a treatment plan for inmates who require close medical supervision, including chronic and convalescent care. The plan shall include directions to health care and other personnel regarding their role in the care and supervision of the patient. The plan shall be approved by the appropriate licensed physician, dentist, or mental health practitioner for each inmate.⁴⁵

Special needs inmates, including chronically ill, those with infectious diseases, mentally ill or mentally challenged/developmentally disabled, frail elderly, terminally ill or disabled physically, are those that the Contractor shall establish a written special needs treatment plan. Either a mid-level provider or physician can develop the treatment plan or, in the case of mental illness, the psychiatric social worker or psychiatrist. When feasible, treatment plans should maintain connections between inmates and the community agencies that have been or will be serving them.

This special needs treatment plan (for medical issues) shall minimally include information regarding medications, therapeutic diet, specialty appointments and consults, any diagnostic work-up that is ordered, housing assignment disposition,

⁴⁴ ACA – 4-ALDF-4C-40

⁴⁵ ACA – 4-ALDF-4C-07

impact on ability to function in general population if any, impact on programming and school, and frequency of follow-up indicated. These treatment plans shall be initiated in conjunction with the health assessment and initial physical examination.

Frequency of review and update is based on the orders of the provider and must be specified although the orders may be changed on each visit depending on the clinical presentation of the inmate. In any event, orders shall not be written for duration of longer than 180 days without an encounter with a provider. Standardized forms and format shall be utilized and all materials to enter the health record shall contain the provider's name, title and date (may also include time). The mental health treatment plan for special needs mentally ill patients will be established by the mental health staff with the provisions established by the Chief Psychiatrist and Director of Mental Health.

7.35.4. Suicide Prevention

The Suicide Prevention Program is approved by the health authority, the staff psychiatrist and the facility administrator. It includes specific procedures for handling intake, screening, identifying, and supervising of a suicide-prone inmate and is signed and reviewed annually. The program includes staff and inmate critical incident debriefing that covers the management of suicidal incidents, Suicide Watch, and death of an inmate or staff member. It ensures a review of critical incidents by administration, security, and health services. The Contractor' program shall provide training on program implementation, on an annual basis, for all staff with the responsibility of inmate supervision.⁴⁶

7.35.5. Suicide Prevention Program and Plan

The Contractor shall develop a comprehensive and thorough suicide prevention program that encompasses all aspects and staff training within the detention facilities including security staff, health and mental health staff, and inmates. The program must be approved by WVRJ and shall minimally include the following elements: training (security, health/mental health), identification and assessment, referral, monitoring, housing assignment/placement, communication among all disciplines for one treatment approach by all staff, intervention and notification, reporting and quality improvement review of each gesture or attempt.

7.35.6. Suicide Plan Contents

The Contractor shall establish a suicide prevention plan that begins with an aggressive early identification program with health, mental health and security staff at the booking process. At-risk individuals shall be identified and referred regardless of current actions or behavior as a preventive step and these at risk individuals shall be defined by a licensed mental health professional, i.e. intoxicated, under the influence of unknown substances, mentally ill, prominent citizen, or first arrest. The admission to jail is one of the highest risk times while others include return from court, receiving a significant sentence, loss of appeal, loss of loved one or loss of children to foster care/adoption, or sexual assault. The Contractor shall take these aspects into consideration in the suicide prevention plan.

7.35.7. Suicide Watch

The suicide prevention guidelines shall clearly identify how a suicide watch is initiated, what the definition of a watch is and the potential levels of observation involved, the process involved in clearing an individual from watch, recommended

⁴⁶ ACA – 4-ALDF-4C-32

frequency of observation, staff performing observation, and suggested documentation guidelines for all involved in the process.

7.35.8. Utilization Statistics

The Director of Mental Health shall produce monthly statistics that provide insight and information regarding the inmate population. A report containing these statistics shall be delivered to the Superintendent and Program Manager on a monthly basis. Suicide attempts, gestures and ideation shall be defined and differentiated when reported. The report shall also include statistical information regarding inmate contacts by the QMHPs and M.D., and types of mental health diagnoses identified within the inmate population. Additional statistics include inmates on psychotropic medications as a percent of population and in raw numbers, the top five psychiatric medications utilized by price, the top five psychotropic utilized by frequency and volume, a total list of the psychotropic orders by drug name and dosage with identification of formulary v. non-formulary, indications of continuation of medications from admission v. change of medication to another therapeutic agent. The Director of Mental Health staff will work closely with the pharmacy provider to ensure the monthly availability of this information for review and submission to WVRJ.

7.35.9. Psychological Autopsy

Any successful suicide shall receive a specialized mortality review, to a psychological autopsy within 30 days of the incident in accordance with NCCHC standards. This quality improvement initiative shall focus on the individual from admission through death and identify key points and reactions. Every effort shall be made to use this opportunity as a learning experience rather than assignment of fault or blame. This “psychological autopsy” shall include a quality improvement / debriefing session chaired by the Director of Mental Health, and shall include at a minimum the mental health staff including Chief Psychiatrist, the Medical Director, Health Services Administrator, and jail staff designated by the Superintendent. The purpose of this session would be quality improvement: prevention of future suicides. A similar debriefing and quality improvement meeting should be held whenever there has been a serious suicide attempt.

7.36. Intoxication and Withdrawal

7.36.1. Detoxification Protocol

The Medical Director shall establish a detoxification protocol or clinical pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. Individuals in acute withdrawal or frank delirium tremors shall be rejected at admission by the intake health care staff and referred for immediate inpatient hospital treatment and evaluation. The Medical Director shall develop the detoxification protocol with emphasis on the drugs of choice for the surrounding community and the types of intoxication and withdrawal most commonly encountered in the local jail. Only a mid-level provider or physician can initiate an order for detoxification and legend medication. The protocol shall describe location/placement, frequency of observation and monitoring, length of stay and IV therapy (hydration), if applicable. Medications for detoxification may only be managed by nursing with an appropriate practitioner order (the order may be verbal or telephone). Detoxification protocol shall be in compliance with NCCHC, VADOC, and ACA Standards.⁴⁷

⁴⁷ ACA – 4-ALDF-4C-36

7.36.2. Pregnancy and Withdrawal

Pregnant inmates who are entering the stages of withdrawal shall be promptly triaged and evaluated rather than allowing the withdrawal to move forward. The Contractor shall have systems in place to identify the pregnant, high risk inmate upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling. It is preferred that the medical director has the capabilities to prescribe Buprenorphine.

7.36.3. Intake Pregnancy Questioning

Women who are received into the facility shall be questioned during the intake receiving screening by health care staff regarding potential pregnancy and last date of menstruation. If there is the slightest indication that the individual may be pregnant, she is treated as such until she is ruled out through a urine pregnancy test and physical examination/health assessment. Not all women entering through booking or transfer shall receive a urine pregnancy test. Rather, at that time the focus is on the self-reporting and verbal history.

7.36.4. Elements of Prenatal Program

All pregnant women shall receive community standard prenatal care including routine vital signs, urine monitoring, evaluation of fetal progress and size, with prenatal vitamins ordered. A thorough prenatal history shall be obtained and documented as well as patient history regarding prior pregnancies, number of pregnancies v. live births, complications during pregnancy, etc. The pregnant women shall receive their prenatal care through an appropriately qualified and credentialed provider. This provider shall meet one or more of the following qualifications: obstetrician (board certified or board eligible if pending sitting for the board examination after completion of an obstetrics residency), a family practitioner (board certified), a nurse midwife or specially trained obstetrics/prenatal mid-level provider.

7.37. Management of Chemical Dependency

The Contractor shall ensure inmates have access to a chemical dependency treatment program. The clinical management of chemically dependent inmates shall include, as a minimum, the following:

- A standardized diagnostic needs assessment administered to determine the extent of use, abuse, dependency, and/or co-dependency.
- An individualized treatment plan developed and implemented by a multi-disciplinary clinical team that includes medical, mental health, and substance abuse professionals.
- Pre-release relapse-prevention education, including risk management.
- Inmate involvement in aftercare discharge plans.⁴⁸

7.38. Inmates with Alcohol or Other Drug Problems

The Contractor shall establish a practice for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency. Intake health care staff conducting mental health screenings and evaluations at admission shall also work to identify any individual in need of intervention for drug and/or alcohol addiction.

7.39. Sexual Assault

The Contractor shall ensure that information is provided to offenders about sexual abuse/assault including:

- Prevention/intervention
- Self-protection

⁴⁸ ACA – 4-ALDF-4C-37

- Reporting sexual abuse/assault
- Treatment and counseling

The information shall be communicated orally and in writing, in a language clearly understood by the offender, upon being booked into the facility.⁴⁹

Inmates shall be screened within 24 hours of being booked into the facility for potential vulnerabilities or tendencies of acting out with sexual aggressive behavior. Housing assignments are made accordingly.⁵⁰

The Contractor shall cooperate with WVRJ to ensure an investigation is conducted and documented whenever a sexual assault or threat is reported.⁵¹

The Contractor shall ensure inmates identified as high risk with a history of sexual assaultive behavior are assessed by mental health or other qualified professional. Inmates with a history of sexual assaultive behavior are identified, monitored, and counseled.⁵²

The Contractor shall ensure inmates identified as at risk for sexual victimization are assessed by a mental health or other qualified professional. Inmates identified as at risk for sexual victimization are identified, monitored, and counseled.⁵³

The Contractor understands and shall provide training to their staff that sexual conduct between staff and inmates, volunteers or contract personnel and inmates, regardless of consensual status, is prohibited and subject to administrative and criminal disciplinary sanctions.⁵⁴

Victims of sexual assault shall be referred under appropriate security provisions to a community facility for treatment and gathering of evidence.⁵⁵

7.39.1. Reported at Intake

If an inmate identifies to intake health care staff that s/he has been sexually assaulted prior to admission to the jail, the inmate shall be referred immediately to a WVRJ law enforcement officer for nexus to the proper local investigative agency. Upon admission to the jail, either before or after the sexual assault criminal investigation has been conducted, the Contractor will be responsible for providing initial treatment for communicable disease and/or pregnancy, screening for HIV, Hepatitis B and Hepatitis C, a mental health component for initial crisis intervention, and required follow up care.

7.39.2. Reported During Incarceration

The same guidelines shall apply for an alleged sexual assault occurring during incarceration. There shall be an immediate referral to qualified health care staff, mid-level provider or physician. The Contractor shall ensure that the incident is documented fully as delineated by the jail and that the situation is reported to WVRJ for investigation.

7.39.3. Evidence Collection and Crisis Intervention

In either situation of pre-booking or during incarceration sexual assault, in no case shall the on-site nursing or medical staff be involved with the collection of physical evidence. Testing of the alleged attacker is subject to state and federal laws and shall

⁴⁹ ACA – 4-ALDF-2A-29

⁵⁰ ACA – 4-ALDF-4D-22-1

⁵¹ ACA – 4-ALDF-4D-22-2

⁵² ACA – 4-ALDF-4D-22-3

⁵³ ACA – 4-ALDF-4D-22-4

⁵⁴ ACA – 4-ALDF-4D-22-5

⁵⁵ ACA – 4-ALDF-4D-22-6

not be conducted by Contractor staff, as it is a forensic specimen collection. Follow-up lab testing such as repeat HIV or other infectious disease screening and ongoing mental health counseling shall occur on-site and shall be provided by the Contractor. All post-assault treatments available to the general public, such as “morning after” contraception, shall be made available to inmate victims.

7.40. Orthoses, Prostheses, and Other Aids to Impairment

When the health of the inmate would otherwise be adversely affected, as determined the responsible physician or dentist, The Contractor shall provide medical or dental adaptive devices.⁵⁶

7.40.1. Types of Devices

The Contractor shall provide orthotic or prosthetic devices when the health of the inmate would be otherwise compromised. Such devices may include dental prosthetics, orthotic devices such as splints, immobilizers, braces or special shoes or inserts, as well as glasses, contact lenses or other artificial item to replace an absent body component. Glasses and hearing aids are included as well and shall be the responsibility of the Contractor based upon clinical need as determined by a physician or dentist. The dentist, in concert with the Medical Director, shall determine the necessity of continuing orthodontic care on an inmate admitted who has braces in place. If critical, the inmate should be taken to his existing orthodontist for follow-up but the Contractor may make alternative arrangements should the situation arrive.

7.40.2. Vision Screening

Inmates must seek out health services through a sick call or other such request to be evaluated for the need of corrective lenses and the criteria for glasses is based on potential impact on health and ability to function. Individuals may keep the glasses or contacts that they are admitted with but they are responsible to maintain them safely and securely. The Contractor shall establish an agreement with an optometrist for vision services with the services being provided on-site. Corrective lenses provided by the Contractor shall be made of safety materials, both frames and lenses. The Contractor shall not be obligated to provide contact lenses or tinted lenses unless the ophthalmologist determines that the individual is unable to see with corrective lenses and requires contacts or is extremely photosensitive. In the event of contact lenses, the inmate is responsible for cleaning and related solutions, storage, etc.

7.40.3. Hearing Aids

The Contractor is not required to perform audiology screening on inmates. However, if an inmate is significantly hearing impaired as to impede his/her ability to function in a general population setting, the inmate shall be referred to health services for evaluation of the need for a hearing aid. The inmate may self-refer, the jail staff inform health services staff, or a referral from another health or mental health provider may initiate the evaluation for hearing aid(s). Initial consideration or replacements of assistive devices for hearing impairment are contingent upon the determination by the Medical Director that the devices are necessary for functioning and to prevent further deterioration.

7.41. Health Records

The Contractor shall maintain the electronic health record file to contain the following items filed in a uniform manner:

⁵⁶ ACA – 4-ALDF-4C-35

- Patient identification on each sheet
- A completed receiving screening form
- Health appraisal data forms
- A problem summary list
- A record of immunizations
- All findings, diagnoses, treatments, and dispositions
- A record of prescribed medications and their administration records, if applicable
- Laboratory, x-ray, and diagnostic studies
- The place, date, and time of health encounters
- Health service reports
- An individualized treatment plan, when applicable
- Progress reports
- A discharge summary of hospitalization and other termination summaries
- A legible signature and the title of the provider (may use ink, type, or stamp under the signature)
- Consent and refusal forms
- Release of information forms
- The method of recording entries in the records, the form and format of the records, and the procedures for their maintenance and safekeeping are approved by the health authority. The health record is made available to, and is used for documentation by all practitioners.⁵⁷
- Inactive health record files are retained as permanent records in compliance with the legal requirements of the jurisdiction. Health record information is transmitted to specific and designated physicians or medical facilities in the community upon written request or authorization of the inmate.⁵⁸

7.41.1. Information Technology Requirements

WVRJ currently utilizes CorEMR. If the Offeror chooses not to utilize the system provided the Offeror will be responsible for the cost to implement the system of their choice. At the conclusion of this contract the EHR will belong to WVRJ. WVRJ will become the licensee and will be responsible for all maintenance and license fee at the same negotiate price offered to the Offeror.

If the Offeror chooses to implement their system; the system must provide a multi-directional interface with the following systems: WVRJ's offender management software (OMS), pharmacy, lab, x-ray, and commissary. The interface for the inmate offender management provides new bookings, moves, transfers and releases along with other demographic information including pictures. The pharmacy interface provides order or re-ordering and inventory management of the inmate's medication entered into the inmates' chart directly to the pharmacy, as well as allowing orders to and or data from the provider and direction populate to the inmate's chart as appropriate. The interface with the radiology and lab will provide orders to and or results from the lab and/or radiology containing lab and/or radiology results and values to populate directly into the inmates' chart.

7.41.2. Consolidated Health Record

The Contractor shall ensure the maintenance and confidentiality of the health record. All documents related to inmate health care including dental, mental health,

⁵⁷ ACA - 4-ALDF-4D-26

⁵⁸ ACA - 4-ALDF-4D-28

consultations, regardless of origin, shall be filed in one consolidated medical record. If a hard copy medical record is maintained, this record shall contain dividers/tabs that identify sections for ease of filing and retrieval. Format of the medical record shall be standardized and consistent. Instructions regarding the order and sequence of the medical record shall be established and all health staff oriented to the format. All individual clinical encounters and actions shall be documented and filed in the health record. Log sheets for multiple inmates, e.g. sick call log, off-site referral log, emergency log, restricted housing log, shall be maintained and filed separate from the health records but be easily retrieved.

7.41.3. Standardized Forms

Health record forms shall be standardized and specific to WVRJ. The goal is to have demographic information including name, Name, data number, date of birth and gender in the same general area on each form for ease of documentation. All entries in the medical record shall include this information as well as the name, title (signature), date and time of the provider making the notation.

7.41.4. Establishment of a Medical Record upon Intake

A complete health record shall be established on each and every inmate admitted to the facilities even if the only document contained in the record is the receiving screening completed by health care staff during admission, as will be the case in a number of records. Each admission shall be checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual shall be consolidated into one record.

7.41.5. Documentation Available for Off-Site Encounters

Inmates sent off-site for emergency treatment, inpatient hospitalization, outpatient specialty or diagnostic appointments shall have documentation sent with them in the form of a transfer summary or consult request. If a consult request is utilized, relevant medical record information such as x-ray reports, latest physical examination findings, lab results, may be attached to improve the ability of the consultant to act on full information. Inmates returning from the emergency department should return with at least a disposition and instruction sheet to indicate what actions were taken, orders written, and what treatment performed during the visit. Inmates released from a community inpatient hospital should return with instructions/orders and preferably the detailed discharge summary. If the discharge summary is not available at the time of discharge, it should be forwarded as quickly as possible. Inmates returning from consult appointments should have documentation regarding the findings of the specialist consulted. However, all instructions occurring from off-site encounters are considered recommendations rather than orders and are subject to the review and approval of the Medical Director or his/her designee. All information returned with an inmate from an off-site encounter, inpatient or outpatient, shall be filed within the individual's medical record.

7.41.6. Confidentiality of Health Records

Information about an inmate's health status is confidential. The Contractor shall maintain health records separately from the confinement case record. Access to health records shall be in accordance with state and federal law.⁵⁹

Health records are confidential legal documents, thus the Contractor shall develop a process to maintain these records in a safe and secure environment. The preference

⁵⁹ ACA – 4-ALDF-4D-13

is that each record is signed in and out to ensure availability and tracking when in use. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to health professionals and preferably to the dedicated medical records staff.

Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The Contractor shall comply with all state and federal guidelines regarding the release of information from a health record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the Contractor shall develop a Medical Records Manual that encompasses all medical record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality, consent and other key aspects of record management. The Medical Records Manual must be approved by the Superintendent or designee.

7.41.7. Sharing of Health Information

Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the inmate's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., must be requested separately and directly from that specific location.

7.41.8. Restricted Access

The health authority shall share with the Superintendent information about an inmate's medical management. The circumstances are specified when correctional staff are advised of an inmate's health status. Only that information necessary to preserve the health and safety of an inmate, other inmates, volunteers, visitors, or the correctional staff is provided. Information provided to correctional, classification staff, volunteers, and visitors addresses only the medical needs of the inmate as it relates to housing, program placement, security, and transport.⁶⁰

Security staff shall not have access to medical records unless on a need to know basis with the authorization of the Superintendent. If security staff needs access to a medical record, the review shall include a health records clerk or Health Services management staff to maintain the record and search for relevant entries. Copies of records for corrections purposes should be limited and only authorized by the Superintendent.

7.41.9. Availability and Use of Health Records

The health record shall be available to all on-site providers. The use of some system for chart tracking for use on any given day shall be the Contractor's responsibility. If multiple providers require access to the record simultaneously, the Contractor's staff shall be able to locate the record and retrieve it without difficulty.

7.41.10. Transfer of Health Records

- Security during Movement

Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by the security escort to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location,

⁶⁰ ACA – 4ALDF-4D-14

they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by WVRJ.

- **Exchange of Information**

The medical record shall never be sent off-site with an inmate to a hospital or outpatient setting outside of the jurisdiction of WVRJ. Only a relevant summary form or consult may be sent outside of WVRJ. For inmates transferring to other correctional jurisdictions such as city, WVRJ and state correctional facilities, a transfer summary shall be prepared and forwarded in a confidential manner and the original record shall be retained as inactive in archives for the jail.

7.41.11. **Retention of Health Records**

Active medical records shall be maintained in the medical record areas within the health services unit/health center. Inactive files and records of individuals no longer incarcerated at the site shall be forwarded to the designated archive location for retention. If the inmate is readmitted, the inactive file shall be retrieved and reactivated to eliminate potential duplication of records. Inactive files shall be retained and managed by the medical records department according to state and federal law regarding the period of retention. Health records involved in litigation shall be retained indefinitely.

7.42 Medical-Legal Issues

Medical Restraints and Therapeutic Seclusion

7.42.1 Requirements

The use of restraints for medical or psychiatric purposes shall include:

- Conditions under which restraints may be applied
- Types of restraints to be applied
- Identification of a qualified medical or mental health professional who may authorize the use of restraints after reaching the conclusion the less intrusive measures are not successful
- Monitoring procedures
- Documentation of efforts for less restrictive treatment alternatives as soon as possible
- An after-incident review⁶¹

The Contractor shall establish detailed policies, procedures and practices regarding the use of medical restraints and therapeutic seclusion or restraint. The Director of Mental Health, Health Service Administrator, Chief Psychiatrist, Medical Director and WVRJ must approve all policies. Only soft restraints may be utilized for medical or mental health restraint, such as cloth restraints, padded leather, reinforced canvas, rubber etc. Metal or hard plastic restraints shall not be utilized unless authorized by the Medical Director and Superintendent in an extreme exceptional circumstance and for a limited time period.

7.42.2 Order Process

The ordering of medical restraints shall be authorized by the Medical Director in the case of an individual whose restraint is critical to prevent the inmate from removing intravenous lines, etc. The use of mental health restraints shall be ordered by a psychiatrist or as otherwise lawfully authorized, with as little utilization of these techniques as is feasible while maintaining patient and staff safety and security. The

⁶¹ ACA – 4-ALDF-4D-21

limited duration of restraint, frequency of review by nursing for circulation, frequency of review by a mental health professional and the psychiatrist, frequency of review by security staff, the positioning of the individual (in a position to limit potential harm to the individual), the location of the restraints (unit or cell), the specific body parts to be restrained and points of restraint, and the process for removing an individual from mental health restraints shall be fully described and comply with both federal and state law as well as community standard. There shall be a detailed treatment plan. Documentation shall include reference to the other techniques that applied and failed for this individual that were less restrictive and describe how and why other less restrictive treatment options are not considered appropriate for the inmate.

7.42.3 Seclusion

Mental health seclusion shall be described by the Contractor with the same considerations and defined criteria for both placement and authorized removal, frequency of observation, personal property and clothing, and interaction with other individuals such as security staff or other inmates. The use of mental health seclusion will be documented within the medical record as to the necessity of this treatment intervention versus other options considered within a detailed treatment plan.

7.42.4 Security Restraints

Members of the health care staff will not be involved in security restraints or use of force situations other than to observe, treat an individual inmate or staff member if injury is incurred, or to check circulation or other aspects of health status as a nursing function. The Contractor shall ensure that nursing staff is familiar with the process and that nurses are also obligated to the patient to report any observations regarding the improper application of security restraints.

7.42.5 Channeling of Information

The Contractor shall ensure that WVRJ receives information daily regarding the use of medical restraint, mental health restraint or seclusion and a summary of the facts surrounding the case. The monthly report shall include essential elements of documentation regarding how often these methods were ordered, for what duration and basic reason utilized.

7.43 Elective Procedures

The Contractor shall establish guidelines that govern elective procedures or surgery for inmates. They must include decision making processes for elective surgery needed to correct a substantial functional deficit or if an existing pathological process threaten the well-being of the inmate over a period of time.⁶²

7.43.1 Forced Psychotropic Medication

The Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. The Contractor shall describe the process and documentation necessary for the use of emergency medication for either medical or mental health rationale as well as the necessary approval of the Medical Director. The involuntary administration of any medication, e.g. against the patient's will with a refusal of treatment, requires the existence of a life-threatening emergency with threat to the inmate or to others, by the inmate. Documentation within the comprehensive mental health treatment plan shall include each and every less restrictive alternative attempted, failed, or why these tactics were not considered sufficient in this case.

⁶² ACA – 4-ALDF-4D-16

Additionally, the Contractor shall ensure that laws and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of at least two psychiatrists, one not involved in the ongoing care of the individual. In general, only individuals with an existing court order for forced mental health drugs may receive involuntary medication in other than a life-threatening and emergent situation.⁶³

7.44 Forensic Information

The Contractor's direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information. Individuals with a patient/provider relationship will not be involved with forensic issues. Rather, an individual without a provider relationship or external to the on-site staff may be involved at the discretion of WVRJ. Given the detainee nature of a large portion of the population, forensic information gathering is to be expected and the Contractor shall develop policy and procedure surrounding the specific situations most likely to occur within the jail. While court-ordered procedures may be performed by Contractor staff with the inmate's consent, no involuntary collection of specimens or information is allowed.

7.45 Informed Consent

The contractor shall ensure informed consent standards of the jurisdiction are observed and documented for inmate care in language understood by the inmate. In the case of minors, the informed consent of a parent, guardian, or legal custodian or court appointed attorney applies when required by law. When health care is rendered against the patient's will, it is in accordance with state and federal laws and regulations. Otherwise an inmate may refuse, in writing, medical, dental, and mental health care. If the inmate declines to sign the refusal form, it must be signed by at least two witnesses. The form must then be sent to medical and reviewed by a qualified health care professional. If there is a concern about the decision making capacity, an evaluation is done, especially if the refusal is for critical or acute care.⁶⁴

The Contractor's health record manual shall address the applicability and necessity of informed consent. The medical records supervisor shall oversee the process regarding the documentation required, forms utilized and criteria applied for informed consent. Practice shall comply with federal and state requirements and community standard.

7.46 Right to Refuse Treatment

The inmate's right to refuse treatment shall be clearly delineated and defined according to Virginia statute and professional standards by the Contractor. In addition to the approval of WVRJ, the approval of WVRJ's Corporation Counsel may also be required for the practice involving informed consent and the right to refuse treatment. The policy and procedure shall address the various scenarios of refusal and potential exceptions, i.e. a dialysis patient when the refusal may be immediately life-threatening, a diabetic refusing insulin or refusing to eat, a patient refusing chronic medication, competency of the individual involved, involvement of family members/spouse, situations involving communicable disease, with practices regarding a hunger strike including definition, documentation, frequency of review and evaluation by health care staff, observation requirements and placement.

The Contractor shall require that any refusal of treatment require documentation of the inmate with a witness, or if the inmate is declining to sign the refusal document the signature of two witnesses with one being a health professional. All refusals shall be specific and include documentation regarding the procedure or care refused and the counseling given to the inmate regarding the potential adverse impact of refusal. No blanket refusals or refusal of

⁶³ Satisfies ACA – 4-ALDF-4D-17

⁶⁴ ACA – 4-ALDF-4D-15

care upon admission shall be acceptable. If the inmate refuses the rectal or vaginal examination during a physical examination, the provider shall document the refusal on the health assessment form as well as obtain the inmate's signature on a refusal form specifying the procedure refused.

Inmates that fail to present for an appointment shall not be assumed by the Contractor to be refusals of care. Rather, the Contractor shall determine the cause of the omission such as conflict with court schedule, already released, legal visit, etc.

7.47 Medical Research

The Contractor shall comply with federal law and national, NCCHC, VDOC, ACRS and ACA standards regarding the involvement of inmates in medical research. No data, even anonymously, may be collected from the health records without the advance written approval of WVRJ. Inmates may only participate in Phase III clinical trials where the individual may anticipate benefit from the intervention. Inmates shall not be involved in Phase I or Phase II clinical studies. Any medical research project within WVRJ facilities shall require the prior documented authorization from WVRJ and the study must be approved by a recognized human subjects review board.⁶⁵

This prohibition against or limiting of medical research involving inmates in no way prohibits the Contractor from seeking additional funding sources for inmate health and mental health care programs through grants or contracts. Any such pursuit of grant funding shall involve the advance approval of the Superintendent.

7.48 Inmates from Outside Agencies

WVRJ houses in its facilities, inmates for various outside agencies which include the Federal Government, States other than Virginia, Counties, Cities and Regional Jails in Virginia. The Contractor shall provide the same level of care for inmates from these agencies as they would for WVRJ inmates.

For those inmates held for the Federal Government, and other contracted agencies the Contractor shall comply with the Federal Government regulations and contract agency requirements regarding pre-authorization of off-site medical services, psychiatric care, pharmacy billing and any other requirements.

All Contractors should understand that the Federal Government currently pay all approved off-site medical expenses for their inmates and currently reimburse the Contractor for the cost of pharmaceuticals provided to their inmates. WVRJ houses an average 100 Federal P inmates at the WVRJ.

The Contractor shall provide to WVRJ, upon request, copies of invoices received from off-site care providers for services provided to inmates housed for outside agencies. These invoices shall also reflect the actual amount paid by the Contractor.

7.49 Notification

The Contractor shall cooperate with WVRJ to ensure individuals designated by the inmate are notified in case of a serious illness, serious injury, or death, unless security reasons dictate otherwise. If possible, permission for notification is obtained from the inmate.⁶⁶

7.50 Additional Services

7.50.1 Inmate Workers

Inmates shall not be utilized in any capacity within the health services operation other than maintenance and housekeeping. Even these activities shall be closely supervised in areas of patient confidentiality. The Contractor shall ensure that proper

⁶⁵ ACA – 4-ALDF-4D-18

⁶⁶ ACA – 4-ALDF-4D-12

training is available to inmates should they be utilized to clean areas of bio-hazardous waste or spills. Inmates shall be properly instructed in these situations and shall be provided with appropriate personal protective equipment.

7.50.2 Department Policies

Upon request, the Contractor shall help develop and write Department of Corrections policies, procedures, post orders, rules, regulations, guidelines, etc., which pertain to inmate medical care, and/or the Contractor's ability to meet the requirements of the contract. The Contractor's help in developing and writing rules, regulations, guidelines, etc., shall be provided with no adjustment to the contract required. However, it is understood and agreed that new, revised, and changed rules, regulations, guidelines, etc., can affect the original scope of the contract, which may be subject to formal negotiation.

7.51 Services to Staff

7.51.1 Emergency Medical Services

The Contractor shall provide emergency services including first aid, assessment, stabilization, and coordination of transport of employees and visitors who become ill or injured while in WVRJ facilities. WVRJ or the visitor will bear the cost of emergency transport.

7.51.2 Education and Training

The contractor shall provide education and training, not to exceed seventy-five (75) hours per year in such areas as: Suicide prevention, signs and symptoms of mental illness, chemical dependency/detoxification, acute and chronic illnesses and infectious diseases such as HIV, Hepatitis B and C and Tuberculosis, blood borne pathogens, emergency procedures, and use of medical restraints.

7.51.3 Immunization and TB Screening

WVRJ will schedule WVRJ staff for annual TB screen, for the Hepatitis B vaccination and testing and for Flu vaccinations. The Contractor shall cooperate with WVRJ regarding documentation of screening.

7.51.4 Hepatitis B Vaccination Program

The Contractor shall administer the Hepatitis B Vaccination Program for WVRJ employees (approximately 220). The Contractor will bear the cost of post vaccine antibody and WVRJ will bear the cost of the vaccine.

7.51.5 TB Screen

The Contractor shall provide annual TB screen for WVRJ employees (approximately 220). TB screening shall be accomplished using the one-step PPD/Mantoux skin test or x-ray as appropriate. A negative history will require a PPD. A positive history of TB will require a chest x-ray. The contractor will bear the cost of TB screening.

7.51.6 Influenza Program

The Contractor shall administer an annual Influenza (Flu-shot) program for WVRJ employees (approximately 220). WVRJ will bear the cost of the vaccine.

7.51.7 Pre-employment Physicals

The Contractor shall conduct for WVRJ staff up to one hundred (100) pre-employment physicals in compliance with ACA standards.

7.51.8 Drug Test

The Contractor shall conduct blood draws for staff drug tests when required.

7.51.9 Assistance for REACT Team

The ERT Team is a group of correctional officers specially trained to deal with combative inmates. When requested, the Contractor shall be required to observe the

actions of the REACT Team. The Contractor shall be required to attend to inmates who may have placed in restraints or sustained injuries during the REACT process.

7.52 Exclusions

7.52.1 Service Exclusions

This RFP does not include services as identified immediately below; thus, the Contractor is not obligated to provide these services to the inmate population of WVRJ:

- Surgery for purely cosmetic or aesthetic purposes (this is not intended to exclude necessary reconstructive surgery).
- Treatment or surgery for gender identity disorder or sex change.
- Elective surgical sterilization including vasectomy or tubal ligation.
- Care, treatment or surgery determined to be experimental in accordance with accepted medical standards and managed care guidelines.
- Neonatal or newborn care (this is not intended to exclude prenatal and obstetric care).
- All workers compensation injuries for work release inmates.

7.53.2. Inmate Exclusions

The following inmates are not considered as covered under this RFP:

- Inmates on In-home restriction, house arrest, electronic surveillance or detention.
- Inmates on escape status and not in the physical custody of WVRJ.
- Non-custody individuals.
- Inmates within the physical custody of WVRJ within the confines of the WVRJ are included in this RFP. This includes inmates of the Virginia Department of Corrections, inmates housed from other city or WVRJ jails or other state prison systems, federal inmates or inmates, or probation/parole violators returned to custody under WVRJ.

8. EXHIBITS

Exhibit 1 CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all Contractors submitting a proposal in response to this RFP must disclose if any WVRJ employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, no person may offer to give to any WVRJ officer or employee or immediate family member, anything of value pursuant to an understanding that such WVRJ representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any WVRJ employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the position with WVRJ, and the relationship to your business:

Name _____

WVRJ Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Title _____

Signature _____

Date _____

Exhibit 2 CLIENT REFERENCES

List ten client references providing information described below. At least three references must be from current contracts with jails with average daily inmate population greater than 700. Contracts with these jails must have been in effect for at least one year.

Agency Name_____

Agency Address_____

Contact Person_____ Contact Numbers_____

Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Describe Other _____

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

Describe Other _____

Contract Term (original, extensions, renewals, re-bid) _____

Contract Start_ Contract End ____

Reason Contract Ended _____

Exhibit 3 - STAFFING TABLE: The following chart is of the current contract providers staffing plan and is not to be construed as the required staffing plan for the proposal.

Staffing for Western Virginia Regional Jail Authority									
Position	Scheduled Hours							Hrs/Wk	FTEs*
	Sun	Mon	Tue	Wed	Thu	Fri	Sat		
Day Shift									
H.S.A (Contract Administrator)		8	8	8	8	8		40	1.0
Director of Nursing		8	8	8	8	8		40	1.0
Medical Director						8		8	.2
Mid-Level Provider NP/PA**		8	8	8	8			32	.8
Administrative Assistant		8	8	8	8	8		40	1.0
RN	8						16	24	.6
RN Intake		8	8	8	8	8		40	1.0
LPN Clinic		8	8	8	8	8		40	1.0
LPN Medication Pass	8	8	8	8	8	8	8	56	1.4
CMA/EMT Clinic		8	8	8	8	8		40	1.0
CMT Medication Pass	8	8	8	8	8	8	8	56	1.4
Medical Records Clerk		8	8	8	8	8		40	1.0
Dentist		10						10	.25
Dental Assistant		10						10	.25
Psychiatrist MAT Program		2	2					4	.10
Psychiatrist		4	4					8	.2
Psychiatric Nurse Practitioner		4	4	4	4			20	.5
Mental Health Coordinator		8	8	8	8	8		40	1.0
Mental Health Professional (Unlicensed)				8		8		16	.4
LCSW/LPC	2	4	4	4	4	4	2	24	.6
Substance Abuse Counselor* (removed)		1	1	1	1	1		5	.125
Evening									
RN	8	8	8	8	8	8	8	56	1.4
LPN Medication Pass	8	8	8	8	8	8	8	56	1.4
CMT Medication Pass	8	8	8	8	8	8	8	56	1.4
LPN Clinic/Sick Call	4	4	4	4	4	4	4	28	.7
Medic	6	6	6	6	6	6	6	42	1.05
Night Shift									
RN	8	8	8	8	8	8	8	56	1.4
CMT Medication Pass	8	8	8	8	8	8	8	56	1.4
LPN Clinic/Sick Call	8	8	8	8	8	8	8	56	1.4
Total Hours/FTE per week								999	24.975
All Shift Totals									
Day Shift Total								593	14.825
Evening Shift Total								238	5.95
Night Shift Total								168	4.2

**Scheduling is flexible based upon custody requirements and the needs of the population.

Project

Exhibit 4 DEVIATIONS AND EXCEPTIONS

The undersigned certify that this bid is submitted and understand this bid shall be accepted as in strict compliance with all terms, conditions, and specifications of the RFP, except as noted below.

Paragraph	Term, Condition, or Specification	Exception

Corporate Representative:

Printed Name _____

Signature _____

Title _____

Date _____

9. GENERAL TERMS AND CONDITIONS:

- 9.1. ADDITIONAL INFORMATION: WVRJ reserves the right to ask any Offeror to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which WVRJ deems desirable, and does not affect quality, quantity, price or delivery.
- 9.2. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, WVRJ will publicly post such notice on the WVRJ homepage (www.wvarj.org), on the DGS/DPS eVA VBO (www.eva.virginia.gov), as well as the Roanoke County Purchasing website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx> for a minimum of 10 days.
- 9.3. ANTIDISCRIMINATION: By submitting their proposals, all Offerors certify to WVRJ that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

9.3.1.1. During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The requirements of these provisions above are a material part of the contract. If the contractor violates one of these provisions, WVRJ may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from WVRJ contract regardless of whether the specific contract is terminated.

9.3.1.2. The contractor will include the provisions of above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

- 9.4. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to WVRJ all rights, title and interest in and to all causes of the action it may now or hereafter

acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by WVRJ under the said contract.

- 9.5. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. WVRJ and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia §2.2-4366). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendors Manual. The contractor shall comply with all federal, state and local laws, rules and regulations.
- 9.6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of WVRJ.
- 9.7. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
 - 9.7.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modifications shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 9.7.2. WVRJ may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice in which case the contractor shall, in writing promptly notify WVRJ of the adjustment to be sought, and before proceeding to comply with the notice shall await WVRJ's written decision affirming, modifying or revoking the prior written notice. If WVRJ decides to issue a notice that requires an adjustment to compensation, the contract shall be compensated for any additional costs incurred as the result of such order and shall give WVRJ a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 9.7.2.1. By mutual agreement between the parties in writing; or
 - 9.7.2.2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to WVRJ's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - 9.7.2.3. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present WVRJ with all vouchers and records of expenses incurred and savings realized. WVRJ shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to WVRJ within thirty (30) days from the date of receipt of the written order from WVRJ. If the parties fail to agree on an amount of

adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by WVRJ with the performance of the contract generally.

- 9.8. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the purchasing agent.
- 9.9. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 9.10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, WVRJ, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which WVRJ may have.
- 9.11. **DRUG-FREE WORKPLACE:** Applicable for all contract over \$10,000:
During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 9.12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 9.13. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contract over \$10,000: By entering into a written contract with WVRJ, the Contractor certifies that eh Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration reform and Control Act of 1986.
- 9.14. INSURANCE: By signing a submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contract, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverage and Limits:

- 9.14.1. Workers Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify WVRJ of increases in the number of employees that change their workers compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 9.14.2. Employer's Liability - \$100,000
- 9.14.3. Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, product and completed operations coverage. WVRJ must be named as an additional insured and so endorsed on the policy.
- 9.14.4 Professional Liability Insurance: The Contractor shall maintain during the life of this contract such Professional Liability Insurance as shall protect the Contractor against claims for damages resulting from medical incidents which may arise from operations under this contract whether such operations be by the Contractor, the Contractor Staff or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall meet the minimum limit requirements as set forth by the Commonwealth of Virginia which is as follows:
- | | |
|-----------------|-------------|
| Each Occurrence | Aggregate |
| \$2,150,000 | \$4,250,000 |
- 9.14.5Automobile Insurance: The Contractor shall carry insurance that meets the minimum coverage requirements by the Commonwealth of Virginia on any and all vehicles (includes owned, un-owned and hired) used to conduct business pursuant to this contract.
- 9.14.6Certificate of Insurance: The Contractor shall furnish the Regional Jail with a copy of certificate(s) of insurance evidencing policies required in Insurance Requirements, Paragraphs 2, 3, 4, 5,and 7. Such certificate(s) shall specifically indicate that the insurance coverage includes all extensions of coverage required in those paragraphs. The Contractor shall request in writing to its insurance carrier/s to name WVRJ, 5885 West River Rd Salem, VA 24153, as a certificate holder to each of the insurance policies required in Insurance Requirements, Paragraphs 2, 3, 4, 5,and 7. Such certificate(s) shall specifically state that the Contractor shall give the Regional Jail at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to

expire prior to completion of all terms of this contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the WVRJ.

9.14.7 Professional Liability-Additional Provisions:

If requested, the Medical Provider or Medical Benefit Plan agrees to provide additional information on professional liability coverage as respects policy type, i.e., medical malpractice, nurses professional, etc.; applicable retention levels; coverage form, i.e., claims – made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to WVRJ. A copy of the Professional Liability/Malpractice policy shall be forwarded to the WVRJ Risk Manager prior to the implementation of services.

It is understood and agreed that coverage which apply to the services inherent in this agreement will be maintained and extended upon termination of this agreement if coverage is written on an occurrence basis to assure that the health care provider shall insure and keep insured pursuant to the Virginia. Hospital-Medical Liability Act (see: <http://uniweb.legislature.ne.gov/legaldocs/view.php?page=s44index>).

If requested, the Medical Provider or Medical Benefit Plan shall certify and make available loss information from any Insurer as to any claims filed or pending against professional liability coverage in effect for the past five (5) years.

It is understood and agreed that the Medical Provider will obtain information on the professional liability coverage of all physicians and/or medical professionals providing service to WVRJ under this agreement. Professional liability coverage shall be specific to this contract and not a universal umbrella policy.

9.14.8 Subcontractor's Insurance

The Contractor shall require each Contractor subcontractor to take out and maintain during the life of its subcontract the same insurance coverage required of the Contractor under Insurance Requirements, Paragraphs 2, 3, 4, 5, and 7 above, including the extensions of coverage required under those paragraphs. Exceptions may be granted by the Superintendent depending on the particular service being performed by the subcontractor. Each subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance and such certificate shall contain the same information required in section 6 above. The Contractor shall furnish one copy of the certificate to WVRJ.

9.15 MANDATORY USE OF WVRJ FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official WVRJ form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, WVRJ reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, WVRJ may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, WVRJ reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9.16 PAYMENT:

To Prime Contractor:

- Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number

(for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted authorized under the Virginia Debt Collection Act.
- Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, §2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, WVRJ shall promptly notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, §2.2-4351. The provisions of this section do not relieve WVRJ of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

To Subcontractors:

Within seven (7) days of the contractor's receipt of payment from WVRJ, a contractor awarded a contract under this solicitation is hereby obligated:

- To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract: or
- To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from WVRJ, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of WVRJ.
- Each prime contractor who wins a n award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or intuition, or other appropriate penalties may be assessed in lieu of withholding such payment.

9.17PRECEDENCE OF TERMS: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF WVRJ

FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.18 PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the Purchasing Agent no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Purchasing Agent will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in the Code of Virginia.

9.19 QUALIFICATIONS OF OFFERORS: WVRJ may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the service/furnish the goods stated in the contract. The Offeror shall furnish to WVRJ all such information and data for this purpose as may be requested. WVRJ reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. WVRJ further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy WVRJ that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

State Corporation Commission Number: all Offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. WVRJ may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9.20 TAXES: Sales to WVRJ are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The WVRJ's tax exemption registration number is 54-1641109.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contract from offering a tax-included price.

9.21 TESTING AND INSPECTION: WVRJ reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

9.22 TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description, and quantity.

9.23 USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable WVRJ to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposals only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

10. SPECIAL TERMS AND CONDITIONS

- 10.1. AUDIT: The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by WVRJ, whichever is sooner. WVRJ, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 10.2. AWARD: Following the receipt of proposals, evaluations shall be conducted and ranked on the basis of the criteria mentioned herein. Repetitive informal interviews shall be permissible. Such Offerors will be encouraged to elaborate on the qualifications and performance data or staff expertise pertinent to the proposal, as well as alternative concepts. At the conclusion of the informal interviews, on the basis of evaluations factors published in this RFP and all information developed in the selection process to this point, WVRJ will select in order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations will be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to WVRJ can be negotiated at a price considered fair and reasonable, the award will be made to that offeror. Otherwise, negotiations with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. WVRJ reserves the right to make multiple awards as a result of this solicitation. Should the WVRJ determined in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Award results will be posted for public inspection on the WVRJ homepage (www.wvarj.org) on the DGS/DPS eVA VBO (www.eva.virginia.gov) and **posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.** Award results will be furnished if a SELF-ADDRESSED STAMPED ENVELOPE is supplied with bid.
- 10.3. ACCEPTANCE OF SERVICES: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- 10.4. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- 10.5. **BEGINNING OF WORK:** The contractor shall not commence any billable work until a valid contract has been fully executed by WVRJ and the successful contractor. The contractor will be notified in writing when work may begin.
- 10.6. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evolution including the BAFO>
- 10.7. **CANCELLATION OF CONTRACT:** WVRJ reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon 120 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- 10.8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 10.9. **CONFLICT OF INTEREST:** All offerors must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of the WVRJ or Authority Member Community. Further, all offerors must disclose the name of any WVRJ or Authority Member Community officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the offeror's firm or any of its branches, subsidiaries or partnership.
- 10.10. **CONFIDENTIALITY OF INMATES INFORMATION POLICY:**
Inmate records are confidential. Materials from inmate records may not be copied or removed without authorization from the Record's Supervisor. Information concerning inmates will be exchanged on an as need to know basis only, within the facility. Information concerning an inmate will not be disseminated outside the facility without the written consent of the concerned inmate except information that is public knowledge. Any and all information pertaining to WVRJ, WVRJ employees or WVRJ inmates shall remain confidential. The Contractor agrees to obey all WVRJ's policies and procedures regarding Confidentiality of Inmates. Any contractor who fails to abide by the above confidentiality of inmates policy may be subject to suspension or termination.
- 10.11. **CONTRACTOR RESPONSIBILITY:** The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters. If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined

in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of WVRJ.

10.12. CONTRACTOR PERSONNEL:

- Employees of the Contractor: The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.
- Personnel Commitments: Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of WVRJ. Replacement of key personnel, if approved by WVRJ, shall be with personnel of equal or greater ability and qualifications.
- Employee Conduct: All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the WVRJ site. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the WVRJ grounds or facility. WVRJ reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

10.13. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at WVRJ who will render a decision within 30 days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at WVRJ no later than sixty days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 22-4364 of the Code of Virginia.

10.14. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, WVRJ reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation

10.15. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

10.16. DEVIATIONS FROM THE CONTRACT: The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by WVRJ, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. WVRJ discourages deviations and reserves the right to reject proposed deviations.

10.17. HOLD HARMLESS AND INDEMNIFICATION: The offeror shall defend, indemnify and hold WVRJ, and WVRJ's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against WVRJ,

WVRJ's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by WVRJ due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

- 10.18. **INDEPENDENT CONTRACTOR:** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with WVRJ. They shall not be considered employees of WVRJ. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of WVRJ. The contractor will hold WVRJ harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from WVRJ including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
- 10.19. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office, or the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. WVRJ is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Offeror to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 2:00:00 PM promptly on January 14, 2019. Proposal received after the exact minute of 2:00:00 PM will be considered late. (For example, 2:00:05 PM is late for all purposes pertaining to this solicitation).
- 10.20. **INVOICES:** Invoices for items ordered, delivered and accepted by WVRJ shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the WVRJ contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 10.21. **MATERIAL SAFETY DATA SHEETS:** Prior to award of this contract, if applicable, the successful Offeror shall provide to this office, within 10 calendar days of the verbal or written request, copies of Material Safety Data Sheets (MSDS) for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such proposal as nonresponsive.

- 10.22. NOTIFICATION: After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each offeror shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.
- 10.23. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 10.24. RENEWAL OF CONTRACT: This contract may be renewed by WVRJ for three successive two year periods under the terms and conditions of the original contract except as stated in a. And b. below. Price adjustment shall be based upon the Consumer Price Index for All Urban Consumers, for United States City Average, Medical Care Services, as published by the United States Department of Labor, Bureau of Labor Statistics. Increases shall not exceed two-point five percent (2.5%) annually from one adjustment period to the next. Written notice of WVRJ's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- 10.24.1. If WVRJ elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 10.24.2. If during any subsequent renewal periods, WVRJ elects to exercise the option to renew the contract, the contract prices(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased /decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 10.25. WVRJ PROPERTY: WVRJ shall be responsible for the repair, replacement and maintenance of WVRJ owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or inmates under Contractor supervision. It is the Contractor's responsibility to monitor inmates while using and cleaning kitchen equipment.
- 10.26. RECORDS AND INSPECTION: The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to offeror by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the offeror pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the offeror's facilities,

shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.

- 10.27. SEVERABILITY: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
- 10.28. SITE RULES AND REGULATIONS: The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on WVRJ premises. A copy of the WVRJ administrative regulation is available upon request to the successful Offeror.
- 10.29. SPECIAL DISCOUNTS: During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to WVRJ under this contract. B. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.
- 10.30. PREPARING FOR THE NEXT RFP: Upon request, the Contractor shall provide to WVRJ such information as WVRJ deems necessary to help WVRJ prepare the next medical services RFP. Information includes, but shall not be limited to:
- 10.30.1. Names, addresses, and telephone numbers off-site care providers with whom the contractor conducted business related to the current contract. Such off-site care providers include but are not limited to: local hospitals; providers of ambulance service, x-ray service, laboratory service, dialysis service, physical therapy service, specialty service, pharmacy service, and dental service; any other providers that Contractor has entered into to provide health care services for our inmates.
 - 10.30.2. A list of annual expenditures for designated calendar years for each of the Contractor's contracted off-site providers.
 - 10.30.3. A listing including quantity dispensed and drug name, for pharmaceuticals dispensed during designated calendar years.
 - 10.30.4. A maintenance history and supplies consumed for x-ray equipment during designated calendar years.
 - 10.30.5. Current staffing plan
 - 10.30.6. An accounting of activities related to inmate care which shall include, but not be limited to, such information as provided in Figure 1 of this RFP.
- 10.31. MEDIA RELEASES AND CONTACT: The Contractor's staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a WVRJ facility to a public forum or to the media without the authorization of WVRJ and coordinated through the parties' public information representatives. The Contractor shall refer all contacts with the press or media to the Project Manager.
- 10.32. PROMOTIONAL ADVERTISING: Reference to or use of WVRJ, any of its departments or sub-units, or any WVRJ official or employee for commercial promotion is prohibited.
- 10.33. OWNERSHIP OF DATA: Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of WVRJ unless or until such time as any of the above materials become public domain. Therefore, any reports,

information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of WVRJ.

No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of WVRJ of the materials specifically and of the dissemination in general.

- 10.34. **BEST VALUE:** WVRJ may select a successful Contractor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.
- 10.35. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to WVRJ must fully comply with all safety requirements as set forth by the Virginia Department of Commerce and all applicable OSHA Standards.
- 10.36. **RESTRICTION AGAINST NON-COMPETE PROVISIONS:** The Contractor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for Contractor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including WVRJ, which may provide services of the nature described in the contract to WVRJ at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the Contractor is applicable as well to the on-site management team in its entirety.
- 10.37. **STAFF PROJECT PARTICIPATION:** WVRJ reserves the right to approve or reject, for any reason, any and all Contractor or subcontractor staff assigned to this contract. Additionally, WVRJ may deny access or admission to WVRJ facilities at any time for such staff. Such access will not unreasonably be withheld. WVRJ will be responsible for the timely completion of all proposed Contractor staff criminal background checks prior to any such staff's initiation of recurring on-site services.
- 10.38. **BILLING AND PAYMENT PROCESS**
Monthly Invoice: The Contractor will invoice WVRJ once each month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the inmate population per diem. WVRJ will make every effort to ensure that the Contractor is paid promptly and accurately based upon the Average Daily Population (ADP) of inmates identified for the month being paid. Reimbursement received by Contractor from agencies which reimburse for pharmacy or medical service(s) provided, shall be credited to WVRJ on the Contractor's monthly invoice.
Off-site Invoice: If WVRJ chooses a pricing plan that provides for an off-site comprehensive or per inmate aggregate cap, the contractor shall, in addition to the monthly invoice, be required to invoice WVRJ once each month for off-site medical expenses in excess of the contracted cap. Off-site invoices shall be prepared after each month of services, and within the first ten (10) days of the subsequent month.
Off-site invoices shall reflect the off-site expenses for the current contract year; a year-to-date accounting of off-site expenses; a listing of inmates including claim number, inmate data

number, inmate name, date of service (from and to), name of service provider, brief diagnosis, date paid, and amount paid.

11. ROANOKE COUNTY/WVRJA TERMS AND CONDITIONS

SECTION 1. DELETED.

SECTION 2. DELETED.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Heath Honaker at (540) 283-8146.
- B. Until such time that an award is published, direct contact with any County/ WVRJA employee without the express permission of the Purchasing Manager or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the County of Roanoke/WVRJA, which may also be considered.
 - 1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)
 - 2. Financial condition of the firm and ability to perform all obligations of any resultant contract.
 - 3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the County of Roanoke or has any responsibility or authority with the County/WVRJA that might affect the procurement transaction or any claim

resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Roanoke/WVRJA. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)

4. Experience in providing the services and/or items requested by this RFP.
5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
6. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Offeror.
7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.

D. DELETED

E. DELETED

F. Responses to this RFP must be in the prescribed format.

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. **A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The County/WVRJA may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The County is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the County.
- J. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.

- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx> as well as on the Virginia Procurement Site DGS/DPS eVA VBO (www.eva.virginia.gov).

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although 'Notify Me' and 'eVA' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020

The County is not responsible for any RFP obtained from any source other than the County.

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The County reserves the right to reject any proposal if the Offeror fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Virginia Public Procurement Act as well as the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.
- N. Insurance Requirements:

Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in Section 9.14 and/or the terms and conditions that may be attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the County may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the County under this RFP are those that are set forth in this RFP, below, referred to in any way in any terms and conditions, and/or in any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the County/WVRJA under this RFP is subject to negotiations with the successful Offeror, and final approval by the County.

Such services will include, but are not necessarily limited to, those laid out in Sections 5, 6, and 7 of the RFP.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The County of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

Evaluation criteria for Healthcare Services:

- Medical Records / Reports Capability
- Financial Depth and Stability
- Corporate Experience and Background
- Mental Health Program: Proposal, Performance History
- References
- Leadership Team / Staffing Plan Proposal
- Inmate Discharge Plan
- Pre-proposal Conference Attendance
- Recruitment, Retention, Compensation-Benefit Plan / History

Evaluation criteria for Pharmaceutical Services:

- Financial Depth and Stability
- Corporate Experience and Background
- Operational and Programmatic approach to Delivery of Services
- Accessibility provided to WVRJ
- References

SECTION 8. SELECTION PROCESS.

A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:

1. The County's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing

Offerors shall not be disclosed to the public or competitors, except as may be required by law.

2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
 3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the County as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the County.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the County and may or may not be conducted.
- D. The County reserves the right to make multiple awards as a result of this solicitation.

SECTION 9. DELETED

END



ROANOKE COUNTY

Purchasing Division
5204 Bernard Drive, Suite 300-F, P.O. Box 29800
Roanoke, Virginia 24018-0798
TEL: (540) 772-2061 FAX: (540) 772-2074

January 8, 2019

ADDENDUM NO. 1 TO ALL BIDDERS/OFFERORS:

Reference – RFP – 2019-066

Description: HEALTHCARE & PHARMACEUTICAL SERVICES FOR THE INMATES
OF WVRJA

Dated: December 3, 2018

Proposal Due: **UPDATED DUE DATE – January 18, 2019 2:00 PM Local Prevailing
Time**

The above Project is hereby changed as addressed below:

1. Updated Due Date
2. Sign in Log from Mandatory Pre Proposal Conference
3. Handout Provided at Mandatory Proposal Conference
4. Q&A From Pre Proposal Conference
5. Q&A submitted in writing from potential offerors
6. 2017 Current Contract Redacted Statistics
7. Current Contract and Amendments

Note: A signed acknowledgment of this addendum must be received at the location indicated on the original solicitation either prior to the proposal due date or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal/bid document. The original proposal/bid document must be signed.

Thanks,

Heath Honaker
Phone: (540) 283-8146
hhonaker@roanokecountyva.gov

Sign Name:

Print Name:

Name of Firm:

Date:

1. Updated Due Date

This Solicitation Due Date has now been extended. The New Updated Due Date is now January 18, 2019 2:00 PM Local Prevailing Time

2. Sign in Log from Mandatory Pre Proposal Conference

See the Following Seven (7) pages.

Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE
INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

RFP# 2019-066

TITLE: HEALTHCARE AND PHARMACEUTICAL SERVICES FOR THE INMATES OF THE WVRJA

December 13, 2018

2:00 PM

(PLEASE PRINT)

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Company _____
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Email _____

Name/Title _____
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Email _____

3. Handout Provided at Mandatory Proposal Conference

See the Following Two (2) pages.



WESTERN VIRGINIA REGIONAL JAIL

Serving the City of Salem and Counties of Franklin, Montgomery, and Roanoke



Medical Items required to be provided by successful vendor:

All routine consumables (Band-Aids, lancets, etc.)

Clinic Equipment:

- EKG machines (x 2)
- Vital signs machines

Lab Equipment:

- Centrifuge
- Urinalysis equipment
- PTINR machine

Dental Equipment:

- Autoclave
- Pre-rinse machine

Office Equipment:

- All laptops (4-6, minus 1 utilized for telepsych)
- Copy machine *(rent)
- Shredder

Dialysis equipment provided by Fresenius at this time.

FACILITY NAME:

WESTERN VA REGIONAL JAIL

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
AVERAGE DAILY POPULATION	864.3	821	828	861	862	848	855	871	866	897	901	897		
MEDICAL														
INTAKE SCREENING BY CCS	378.1	280	479	373	329	311	370	379	558	422	370	288		4159
SICK CALL - NURSES	456.0	626	491	385	355	409	492	434	487	476	428	433		5016
SICK CALL - PROVIDER	629.4	479	368	452	399	821	754	848	619	771	802	610		6923
Trustee Physicals	83.0											83		83
EMERGENCY RESPONSE - ON-SITE	13.4	15	14	6	8	13	7	12	8	26	17	21		147
Blood Sugars	1687.3									1777	1828	1457		5062
Detox Vital Signs	594.6							636	429	565	763	580		2973
Scheduled Vital Signs	186.8								152	148	273	174		747
Segregation Rounds	30.4	31	28	31	30	31	30	31	31	30	31	30		334
ANNUAL HEALTH ASSESSMENTS COMPLETED	7.1	2	13	2	5	6	11	17	5	5	1	11		78
Labs Completed	126.5	105	113	162	115	121	101	98	135	128	183	131		1392
X-RAYS (NON-TB RELATED) ON-SITE	39.9	43	36	27	16	34	44	45	62	67	38	27		439
EKGs	65.0	17	69	113	90	89	104	41	64	36	45	47		715
Ultrasounds	7.2	8	4	6	1	10	6	12	11	9	10	14		91
DENTAL														
Dental Task	53.2	55	42	69	78	78	29	69	38	43	42	42		585
Dental Yearly	4.9	0	14	6	9	3	9	1	1	1	6	4		54
OFF-SITE SERVICES														
EMERGENCY ROOM VISITS	13.4	15	14	6	8	13	7	12	8	26	17	21		147
AMBULANCE TRANSPORTS to ER	8.2	5	5	3	4	3	5	11	4	18	15	17		90
JAIL TRANSPORTS to ER	5.2	10	9	3	4	10	2	1	4	8	2	4		57
HOSPITAL ADMISSIONS	5.1	5	5	4	2	3	3	7	5	7	5	10		56
HOSPITAL DAYS	15.3	17	20	8	3	1	10	22	5	32	13	37		168
OFF-SITE SPECIALTY CONSULTS	22.3	30	22	26	13	25	23	20	16	17	27	26		245
ONE DAY SURGERIES	1.8	3	4	1	0	2	1	5	0	2	2	0		20
OFF-SITE RADIOLOGY	2.5	3	2	1	3	1	4	2	1	2	3	5		27
DEATHS ON-SITE	0.0	0	0	0	0	0	0	0	0	0	0	0		0
DEATH IN CUSTODY	0.0	0	0	0	0	0	0	0	0	0	0	0		0
PHARMACEUTICALS														
TOTAL I/Ms ON MEDS	749.9	680	687	716	715	733	739	773	783	796	842	785		8249
CHRONIC CARE														
Chronic Care Appointments Completed	60.2	20	40	79	44	65	82	68	75	43	70	76		662
INFECTIOUS DISEASE CONTROL														
PPDs PLANTED	259.9	196	256	271	268	269	258	309	273	251	293	215		2859
PPDs READ	251.0	172	245	243	272	275	282	295	295	227	283	172		2761
POSITIVE PPDs	1.3	1	0	12	1	0	0	0	0	0	0	0		14
TB RELATED CHEST X-RAYS	1.3	1	0	12	1	0	0	0	0	0	0	0		14
ACTIVE TB	0.0	0	0	0	0	0	0	0	0	0	0	0		0
Blood Borne Pathogen Alert	297.0	283	288	285	301	288	295	296	304	312	310	305		3267

4. Q&A From Pre Proposal Conference

See the Following Three (3) pages.

2019-066 Q&A from Mandatory Prebid on December 13, 2018

1) Is the video area in the intake for Judges?

ANSWER: Yes this is for Judicial.

2) Is there video for tele psychiatry/tele medicine?

ANSWER: Yes, there is a room across from the nurse's station for tele psychiatry/tele medicine.

3) Is the tele psychiatry going to be included for the hours for Psychiatry?

ANSWER: Yes

4) Are all hours for psychiatry for tele psychiatry?

ANSWER: No, not all, there are still staff on the premises as well but WVRJA will accept, review, and evaluate any proposed response provided by a potential offeror. Currently a Criminal Health Provider sits with the Psych Member. If you have a new and innovative response feel free to submit that as part of your proposal for evaluation.

5) For the Pharmacy, are they allowed to keep "On Person Drugs?"

ANSWER: It is very limited at this time. Ex. Inhalers. We do sell some medication off of the commissary but no prescription medication at this time.

6) How many safety cells does WVRJA have for suicide and other safety precautions?

ANSWER: There are 2 strictly for that purpose with no bunk and has a flushing hole in the cell. There are also 2 in the Intake area that can be used for this purpose. All 4 of these cells have Cameras.

7) Pharmacy Side – Would the successful winning offeror have to provide med carts and how many laptops?

ANSWER: Yes, the number would be dependent on what the offeror feels their need is. This number would not be left up to WVRJA. Currently there are 3 Med Carts and 4 laptops in the facility for med pass.

8) Is the matrix provided in the RFP the current Correct Staffing Matrix?

ANSWER: Yes.

9) How many vacancies are there currently on the medical staff?

ANSWER: The current vendor considers that confidential, the successful offeror will be made aware of vacancies.

10) Outside of this Solicitation, are there staff that provide Healthcare services that the successful offeror would be interfacing with?

ANSWER: Yes, there is a reentry coordinator, people involved with the Mental Health Pilot Program, Reentry Specialists, Program Coordinators, Peer Support Specialists all paid for by WVRJA.

11) Is COREMR, does this belong to the Jail and would it continue if there was a change in eh vendor?

ANSWER: Yes it does belong to the Jail, but if it would continue may depend on the selected offeror. It could continue to be used.

12) Onsite Resumes, are you interested in actual resumes of the individuals that will be performing the tasks?

ANSWER: Yes, but if you have any reservations or stipulations for any current staff that may be required or wanted to be retained by WVRJA please reference this in your response.

13) The RFP mentions that you require the successful offeror maintain a full time Medical Director, does this mean a Medical Director should be on site or on call??

ANSWER: This is intended to reference availability for access to a Medical Direct Full Time, On-Call.

14) On the Pharmacy Side, who pays for discharging the meds?

ANSWER: Currently, some is paid for by the jail and some is paid for by grants. For the awarded offeror that may depend on the model proposed.

15) What is the average length of stay currently?

ANSWER: 24 Days.

16) How many times per day is Med Pass Conducted?

ANSWER: 3 times per day. 7 AM, 7PM, 3 diabetic rounds and a very small 3PM Med Pass.

17) The RFP mentions that WVRJA may wish to get accredited by NCCHC. What is the likelihood for this happening?

ANSWER: The best answer is that if this is required by the State/Federal this may happen, otherwise the hood of this happening in the first 1 to 2 years of the awarded contract is minimal.

18) Has WVRJA ever gone for NCCHC before?

ANSWER: No.

19) When responding to the RFP should the offerors response repeat the questions in the solicitation?

ANSWER: Yes, this is very beneficial for the review committee when reviewing/evaluating the response.

20) How many inmates do you have that are on Dialysis as it was noticed that there are 2 chairs in the facility?

ANSWER: At this time and this past year WVRJA has not had any.

21) Do you have any students currently being used on the Staffing Matrix?

ANSWER: There are Radford University Nursing Students that come each semester, they are not utilized in any direct care. Currently there are none on hand. They are for observation studies only.

22) Is there currently a CAP in place, what is that amount and how is it setup?

ANSWER: At this time this is used for any charges that may occur for charges that the Regional Jail are responsible for themselves. Any preexisting conditions that come to WVRJA is not paid for WVRJA that expense is passed on to the jurisdiction that provided the transferred inmate. This includes any Non Formulary Pharmaceutical costs as well with the current model that is in place.

23) Pg. 26 references Independent Agency, who is this independent agency?

ANSWER: This independent agency is the agency that is determined by the offeror.

24) What is the reason behind using an independent agency and not the awarded offeror?

ANSWER: This is to allow external perspective on opportunities and training.

25) Could you please provide a copy of the incumbent contract?

ANSWER: See attached

5. Q&A submitted in writing from potential offerors

See the Following Thirty Three (33) pages.

All Questions have been answered as provided by each potential offeror. The questions requested from each potential offeror are listed under each potential offerors named section. There are some duplicate questions, these are noted and reference where the answer can be found.

For any question responses that references a handout and the information provided at the preproposal please see section Three (3) of this Addendum No. 1.

Questions for Armor Correctional Health Services, Inc

1. Would WVRJ consider being added to Armor's current master insurance policy, which has combined PL/GL limits of 11m/14m? ***Should the offeror wish to include this in their proposal for consideration an exception or deviation should be noted.***

2. Please provide the ADP (per facility) that should be used in pricing. **800**

3. Should pricing be included as part of the proposal? **No**

4. Please identify the number of ICE, Federal detainees, or DOC inmates at the facility. **No ICE, Federal ADP= 108, DOC Contract= 10**

5. Please identify whether the following services are available on-site or off-site, the frequency (hours or visits per week/month), and who provides the services for: **According to the current vendor:**

- Dental: **10 hours per week on-site.**
- Oral Surgery: **Off-site.**
- Optometry: **Off-site.**
- Laboratory: **On-site daily.**
- Radiology (specify mobile or fixed equipment): **On-site via mobile service.**
- Fluoroscopy: **Off Site**
- Mammography: **Off Site**
- Physical Therapy: **On and off site based upon individual patient needs.**
- Dialysis **given out at mandatory pre-bid**
- Chronic Care Clinics (please specify which clinics and frequency): **On site Monday through Friday. 712 Appointments completed in 2018.**
- Specialty Clinics (please specify which clinics and frequency): **Off site.**
- OB/Prenatal care: **Off site.**

6. Please provide the current employees' hourly rates and/or salaries by discipline (MD, RN, LPN, etc.). Also, please provide years of service or hire dates. ***This information is not known as the current vendor considers this proprietary information.***

7. Please provide the amounts relating to staffing withholds or performance withholds incurred by the incumbent by year for the last three years. **\$0**

8. Who will be financially responsible for offsite and pharmacy costs? Is the county open to alternative types of pricing (I.E. Aggregate Caps, Pass through)? **WVRJ, WVRJ member or WVRJ contract jails.**

9. Please provide annual spend amounts for the past three years for the following categories.

- Total offsite care ***The successful offeror will not be responsible for these costs. Other than a 150,000 CAP***
- Total pharmaceutical expenditures ***This information is not known as the current vendor considers this proprietary information.***
- Laboratory services ***This information is not known as the current vendor considers this proprietary information.***
- X-ray services ***This information is not known as the current vendor considers this proprietary information.***

10. Please provide the DOLLARS spent on offsite services by year for the last three years by the categories below: ***The successful offeror will not be responsible for these costs. Other than a 150,000 CAP***

- Hospitalization
- Emergency room visits
- Specialty visits
- Outpatient surgeries
- Diagnostics

11. Please provide the offsite EVENTS by year for the last three years by the categories below: ***Please see that attached statistics and refer to information provided at the mandatory pre-bid***

- Hospital days
- Hospital admissions
- Emergency room visits
- Specialty visits
- Outpatient surgeries
- Diagnostics

12. Please provide the following by year for the last three contract years:

- Average monthly number of patients on HIV medications **5**
- Average monthly number of patients on psychotropic medications **317**
- Average monthly number of patients on hepatitis medications **0**
- Average monthly number of patients on blood products relating to hemophilia **0**
- HIV medications dollars ***This information is not known as the current vendor considers this proprietary information.***

- Psychotropic medications dollars ***This information is not known as the current vendor considers this proprietary information.***

- Hepatitis medications dollars ***This information is not known as the current vendor considers this proprietary information.***

- Blood products relating to hemophilia dollars ***This information is not known as the current vendor considers this proprietary information.***

13. For each of the last three years, please provide the number of cases and total costs of cases exceeding \$10,000, \$25,000, and \$50,000 associated with offsite services. ***The successful offeror will not be responsible for these costs. Other than a 150,000 CAP***

14. Will vendors be financially responsible for:

- prior to booking cases, **No**
- bedside bookings, or **No**
- pre-existing conditions? **For onsite services yes**

15. How many completed suicides occurred in the past 2 years? **0**

16. How many suicide attempts per month on average have occurred over the past year? **0.4**

17. How many patients are on anti-psychotic medications? **317**

18. How many patients were sent out to the state hospital due to an acute mental illness presentation in the past year? **14**

19. Is security responsible for monitoring patients on suicide precaution? **Yes**

20. How many patients are on psychotropic medications on average per month over the past year? **317**

21. Please describe in detail the MAT program? How many patients are served on average over the past year? Which positions are grant funded? What is the nature of the relationship of these positions with the current vendor?

Individuals participating in the ALPHA Residential Substance Abuse Treatment (RSAT) program are screened for medical stability prior to entering the Medication Assisted Therapy (MAT) component of RSAT. Once the patient is medically screened, their substance abuse history is evaluated to determine their appropriateness for MAT. Patients entered into the MAT component of the program have a use history of primarily opiates and alcohol. Once admitted into the MAT component of the program the patient is started on oral Naltrexone, a supplement that increases dopamine, and a liquid multi-vitamin. These medications, combined, treat the patient as a whole. The Naltrexone addresses their substance cravings, the supplement helps improve mood/depression as well as reduce cravings, and the multi-vitamin ensure that the brain/body has all the nutritional elements needed for healing. Those participating in the MAT component program are also provided with weekly to bi-weekly cognitive therapy with a board-certified psychiatrist. The final component of the program includes an

injection of Vivitrol prior to release. This injection takes the place of the oral Naltrexone the patient received during incarceration. This injection provides 28 days of coverage where if the patient chooses to use an opioid it will not have any effects on the patient. This 28-day window also allows the Community Service Board to get the patient established within their outpatient programs.

This is the first year of the MAT program, but we have estimated 60 patients total for the year and are on pace to remain at, or below that number.

The RSAT coordinators are grand funded positions and the 4 hours of psychiatric services concentrating on MAT patients is paid for with grant funds to the medical contractor. All medication provided both during incarceration and afterwards is paid for with grant funds.

The program coordinators and Services Division Commander work collaboratively with the Health Services Administrator to refer and evaluate potential candidates for the Jail Physician to approve for the program. The program coordinators also share information with the Jail Physician to prevent any redundancy in treatment.

These positions are incredibly collaborative, and the Health Services Administrator, Psychiatrist and Jail Physician are all passionate about MAT and assisting this population re-enter the community with the advantage of medication to assist in recovery.

22. Please describe in detail the Mental Health Pilot Program? Which positions are grant funded?

The Virginia Department of Criminal Justice Services is providing funding to establish and administer the first comprehensive therapeutic mental health program. Through education, peer support, recovery planning and evidence-based programming to promote cognitive-behavioral change. This program assists the inmates understand and address their mental illness and make the long-term changes necessary to become healthy and productive citizens after their release. The participants who successfully enroll and participate in the program are eligible for case management services to include medication, clothing, housing, job placement, etc. The grant funding allows for employment of one program coordinator, one clinical coordinator, one re-entry specialist and three peer support specialists.

What is the nature of the relationship of these positions with the current vendor?

These positions are intended to supplement the mental health staff that are employed by the medical contractor who typically evaluates and treats the most acute cases and focuses on medication and symptom management. The mental health coordinator will make recommendations to the program staff regarding who would benefit from one-on-one clinical treatment so they are able to complete that. These positions are incredibly collaborative and there is a great deal of communication with the mental health coordinator employed by the medical contractor and the staff of the mental health pilot to ensure there is a continuity of care.

23. Are there additional mental health groups or programming currently being offered at the facility?
Yes

24. How are "Pre-Existing conditions" with respect to payment of claims and scheduling handled? Do any contracts with local providers/hospitals exclude such condition?

Pre-existing conditions are recognized by our hospital providers. Scheduling of all appointments are handled by the medical vendor. No exclusions known. The offenders sign a form acknowledging responsibility for payment for outside appointments. If an offender requires a procedure or medical item that is deemed by a physician as medically necessary and the offender is indigent, the required equipment will be purchased from the Inmate Commissary fund.

25. How are Dialysis services considered as a “Pre-Existing Condition” handled? Are there any agreements guaranteeing reimbursement for such services in place? ***Dialysis is performed on-site and the responsibility of the vendor.***

26. Will the network be available for a white list of URLs’ to use for access? ***Access for EMR will be discussed with successful offeror. Appropriate access and IT information will be provided to successful offeror.***

27. Please provide an inventory of existing endpoints and peripherals that will remain? ***Access for EMR will be discussed with successful offeror. Appropriate access and IT information will be provided to successful offeror.***

28. What JMS is used? Who Supports/maintains this? ***DSI / ITI (GTL) – supported by and maintained by GTL.***

29. For the EMR, What type of installation is preferred? (Local or Remote Install) ***will need additional information to provide a preference, this will be discussed with the successful offeror.***

a. Local Install (Questions for a local install) ***Responses will be evaluated and provided based on determination of successful offeror and determination of a local / remote solution. Many responses will be determined based on capabilities of system recommended by vendor.***

i. Is there a SQL server with the capability to run a virtual server available? ***Yes***

ii. Can the network be shared and partitioned off for EMR access? ***Yes***

iii. Is there currently room available to install new servers if needed? ***Yes***

iv. Who will maintain the server-Armor or IT or its designee? ***Dependent on separate server or virtual server environment.***

v. Who is responsible for updates/upgrades to the server, backups, patch management? ***Dependent on separate server or virtual server environment.***

vi. Will remote access to the server be allowed? If so, how? ***Yes, VPN at present***

b. Remote/Cloud installation (Questions for a remote installation)

i. Will the workstations have intranet/internet access? ***Yes, limited***

ii. What type of internet bandwidth/connection does the site have? Is it redundant? ***100 meg- Yes***

iii. Who is responsible for updates/upgrades to the workstations? ***WVRJ for those provided by WVRJ***

30. Who would be responsible for installing additional wiring/access points if needed? **TBD**

a. If needed could the wireless in the building be expanded? **Yes**

b. Are there currently any hard-wired access points and could more be added if needed? **Yes**

31. Who is the currently the lab provider and imaging provider? Do they have an interface currently? Will they require a lab or imaging interface? Who are these providers? Who will be responsible for the cost? **LabCorp for routine. Solstas for stat labs. There is an existing interface with COREMR. No cost for one-way interface**

32. What interface is currently used in the Pharmacy? Is a HL-7 interface required? **Access for EMR will be discussed with the successful offeror.**

33. Please describe the intake process? How are patients booked in the JMS? When is data received in the EMR? **Inmates are booked into the OMS upon arrival or shortly thereafter through a series of questions and entered in real time. Classification and medical intake is performed following the booking process. The OMS and EMR operates currently to upload information within 2-3 minutes (less than 5).**

34. What part of the medical record continues to be documented on paper and scanned back into the EMR? **Health Service Requests, External documents from outside medical records.**

35. How are patients currently identified? JMS#, Booking# etc.? **Both feed into CorEMR**

36. What are the data requirements upon termination of the current vendor? **Data shall remain property of the WVRJ**

37. What is the system availability during transition? What data is going to be provided and in what format? What is the time requirement of data availability? **All patient data will remain with WVRJ as we own the current EMR.**

38. Does the site currently use tele-medicine? If not, would WVRJ be open to using it? **Utilized on a limited basis.**

39. What is the process of notification to Medical Provider prior to an inmate's release? **Jail staff notify medical staff via phone and email.**

40. How are medications currently made available to inmates on release from the correctional facilities? **Patient specific medications, on hand at time of release, are sent to the inmates property upon release notification.**

41. Does the WVRJ's standard operating policies provide that inmates who are receiving mental health or medical services encounter medical or mental health staff as they are released from facilities? Please describe the process. **If an offender is participating in the Jail Mental Health Pilot Program is scheduled to be released, appointments are made with the appropriate community resources and medications are provided upon release and prescriptions transferred to the community services board. If an offender is not participating in the pilot program but being seen by mental health/contract provider AND their release date is known, medications will be ordered and provided upon release for at minimum 30 days. Mental health staff/contract provider work closely with case managers who**

initiate contact with the Jail regarding pending releases but there is no S.O.P. governing these practices.

42. Can a list of current healthcare staff vacancies be provided? ***This information is not known as the current vendor considers this proprietary information.***

43. Are the current healthcare employees under any type of Collective Bargaining Agreements? **No**

44. Can the turnover rates of healthcare staff be provided by discipline for the past 3 years? ***This information is not known as the current vendor considers this proprietary information.***

45. What is the average length of time that the background clearance process takes? ***Depending on the volume no greater than 7 days, Generally quicker.***

46. What is the process for background clearance? ***Background investigation.***

47. Are pre-employment drug tests required if so, is there a specific test that is preferred? ***Please refer to RFP page 88***

48. Other than typical healthcare, vision, dental are there any specific benefits federally mandated at this location i.e. Paid Sick Leave etc.? **No**

49. Will resumes be available from the current contractor for the following positions: **No**

- Health Services Administrator (HSA)
- Director of Nursing (DON)
- Medical Director
- Psychiatrist

50. Are LPN's allowable for use in some positions such as intake and 24/7 staffing at the site? ***It is up to the vendor to propose the staffing they feel is adequate for WVRJ***

51. In reference to Section 7.32.2 in the RFP, can mental health rounds be conducted or be available via "on-call" (telephone) for Saturday and Sunday? ***It is up to the vendor to propose what they feel is adequate for WVRJ.***

Questions from Wexford Health

1. Please provide a copy of the Western Virginia Regional Jail Authority's (WVRJA's) current health services contract, including any exhibits, attachments, and amendments.

2. Please provide a copy of the WVRJA's current pharmacy services contract, including any exhibits, attachments, and amendments. ***The current contract is with the current medical provider and not WVRJ***

3. Is the Western Virginia Regional Jail (Jail) currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive. **No**

4. With regard to lawsuits (frivolous or otherwise) pertaining to inmate health care

a. How many have been filed against the WVRJA and/or the incumbent health care provider in the last three years? : **6 : 3 dismissed; 3 pending (of the 3 pending – 3 were filed within the last 3 mos. and have not been addressed by the courts thus far.)**

b. How many have been settled in that timeframe? **None**

5. Please provide the following data regarding the size of the Jail's inmate population.

a. Three years' worth of historical data (i.e., please also provide 2016 and 2017) **We anticipate a population ranging from 800-850 over the next 5 years.**

b. Five-year population projections **We anticipate a population ranging from 800-850 over the next 5 years.**

6. Please provide 2016 and 2017 data on the number of Jail intakes. **Please see stats handed out at mandatory pre-bed.**

7. We understand the Jail is currently accredited by the American Correctional Association. Please provide the following information.

a. Most recent accreditation date for the facility. **August 2017**

b. Copy of most recent accreditation audit report for the facility. **This data will be provided upon request to the chosen vendor.**

8. Please describe the WVRJA's timeframe and plans (if any) to obtain accreditation from the National Commission on Correctional Health Care (NCCHC). **It will not be expected in the first year but WVRJ expects that the successful vendor will comply with NCCHC standards.**

9. With regard to the incumbent vendor's current staffing plan (provided in RFP Exhibit 3):

a. Does this current staffing differ in any way from what is formally required in the incumbent vendor's contract (i.e., is the incumbent vendor providing any more or less staffing than what they are contractually required to)? **The exhibit is the current contracted staffing.**

b. Please describe any changes to the RFP Exhibit 3 staffing desired by the WVRJA. **It is up to the vendor to propose the staffing they feel is appropriate for WVRJ**

10. Please provide a listing of any current health service vacancies, by position. **Duplicate question see previous response to Armor question 42**

11. With regard to the criminal history checks described on RFP Page 24, who is financially responsible for paying for this service: the WVRJA or the Vendor? **The WVRJ conducts criminal history checks for contract employees.**

12. For credentialed staff already employed by (or contracted with) the current health care Vendor, will the WVRJA accept these individuals' existing documentation and exempt them from having to go through the credentialing process a second time? This will save a significant amount of time and resources during the transition process. ***Please refer to RFP page 22-23***

13. On RFP Page 58, Section 7.15 Office Furnishings and Medical Equipment states that "Office furnishings and medical equipment are as listed in Figure 2 – Office Furnishings and Medical Equipment, owned by WVRJ, will be available for use by the contractor." However, we cannot locate Figure 2 in the RFP document.

Therefore:

a. Please provide an inventory of office equipment (PCs, printers, fax machines, copiers) currently in use at the Jail and identify items will be available for use by the new Vendor. ***This was handed out at the mandatory pre-bid***

b. Please provide an inventory of medical equipment (blood pressure cuffs, ultrasound, x-ray machines, etc.) Currently in use at the Jail and identify items will be available for use by the new Vendor. ***This was handed out at the mandatory pre-bid***

14. How do personnel currently access the Internet while in the health care unit: (a) through a WVRJA network or (b) through connectivity provided by the incumbent Vendor? Who will be financially responsible for Internet access in the new contract? ***WVRJ provides internet access.***

15. We see that the WVRJA currently uses CorEMR at the Jail. Please provide the following information about the software implementation.

a. Where is the EMR currently hosted? ***On-site***

b. Who pays for this hosting? ***WVRJ***

c. Will the WVRJA allow the new vendor to continue this hosting arrangement? ***Yes***

d. If the incoming vendor wishes to continue using CorEMR, can the new vendor just use the existing implementation? Or will there need to be a transfer of licensure, data, etc. from the old vendor's version over to the new vendor's? ***WVRJ owns the CorEMR license and data and that relationship will continue. If a vendor wishes to change EMRs it will be their responsibility financially to implement another EMR***

e. What interfaces currently exist with the Jail's CorEMR implementation (for example, with the jail management system, lab vendor, pharmacy, etc.)? ***Demographic and housing location are provided from OMS to EMR.***

f. If new interfaces are needed under the new contract, who will be financially responsible for implementing these: the WVRJA or the new vendor? ***Vendor unless agreed upon by WVRJ and successful offeror.***

16. Please identify with whom your incumbent Vendor subcontracts to provide laboratory services. ***Duplicate question please see Armor question 5 for response.***

17. How do inmates currently receive vision services: (a) onsite, with permanent WVRJA-owned equipment; (b) onsite, but through a mobile optometry vendor (PLEASE IDENTIFY VENDOR); or (c) offsite? **Currently off-site.**

18. What are the hospitals most frequently used by the Jail? **Carilion Health System**

19. With regard to the Jail's two onsite dialysis chairs:

a. Who manages the program? For example, does the current vendor (a) employ dialysis nurses and a nephrologist; or (b) does the current vendor use a subcontractor like Fresenius or Chardonnay to provide dialysis staff and perform dialysis services at the Jail? **Subcontractor**

b. If (b), what is the name of the dialysis subcontractor the Jail's current vendor uses? **Duplicate question please see Armor question 5**

20. Please (a) identify any specialty clinics currently conducted onsite; and (b) indicate how many hours per week each clinic is held. **Duplicate question please see Armor question 5**

21. Please identify the number, type, and timeframes of any backlogs (chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the Jail. **Chronic Care: none, Offsite: none, Dental 68**

22. Does the Jail have special medical housing, observation beds, and/or an infirmary? If "yes," please provide the following information about the unit. **No Infirmary, Segregation is adjacent to Medical Department.**

a. Number of beds **N/A**

b. Average occupancy/fill rate for the unit **N/A**

c. Staffing schedule for the unit's clinical personnel **N/A**

d. Are patients in the unit always within sight or hearing of a qualified health care professional? **N/A**

23. Does the Jail have mental health units, or beds assigned to mental health patients? If "yes," please describe the mission and size of each unit. **N/A**

24. How many medication carts will the WVRJA make available for the use of the incoming Vendor? **There are currently 3 Medication Carts in use.**

25. Page 43 of the RFP references the Jail's electronic medication administration record (eMAR). Please provide the following information regarding this system.

a. Name and version **CoreEMR**

b. Who owns the software? **WVRJ**

c. Where is it hosted and who pays for this? **Local- WVRJ**

d. Will the eMAR remain available for use by the incoming vendor? **Yes**

26. Section 6B.1.10.1 on Page 40 of the RFP states, "Contractor shall submit a proposed formulary that will foster safe, appropriate and effective drug therapy." Please confirm that this applies only to the

selected vendor, and that offerors do not have to submit proposed formularies with their responses. ***Only vendors bidding on Pharmacy services should submit a proposed formulary. If bidding on Healthcare Services only describe how you will abide by the formulary and the formulary process.***

27. Please provide copies of the following documents.

- a. The drug formulary currently in use ***The formulary is approved by the governing board and any future formulary shall be approved the same way.***
- b. The laboratory formulary currently in use ***This information is not known as the current vendor considers this proprietary information.***
- c. A current pharmacy/formulary management report ***This information is not known as the current vendor considers this proprietary information.***

28. Section 6B.1.12 on Page 42 of the RFP requires a detailed pricing discussion from the pharmacy contractor.

Please confirm that this applies only to the selected vendor, and that offerors do not have to submit this pharmacy cost information with their responses. ***Per the RFP, only the vendors bidding on Pharmacy Services need to provide this.***

29. Please discuss the WVRJA's current policy regarding Hepatitis C. ***WVRJA's policy is reflective of the current vendor. Vendors should propose their policy regarding the below if appropriate.***

- a. Which inmates are screened for this disease, e.g., all inmates, symptomatic inmates, etc.
- b. Which inmates are treated for this disease, e.g., what are the WVRJA's criteria for an inmate to receive pharmaceutical treatment?
- c. What medications does the WVRJA use to treat Hepatitis C?

30. On average, what percentage of WVRJA inmates are prescribed psychotropic drugs each month?
41.9%

31. What is the average monthly number of inmates receiving pharmaceutical treatment for the following conditions?

- a. Hepatitis C ***0***
- b. HIV/AIDS ***5***
- c. Hemophilia and other bleeding disorders ***0***

32. Section 7.5 on Page 46 of the RFP requires a detailed discussion of claims processing, including a flow chart.

Please confirm that this applies only to the selected vendor, and that offerors do not have to submit this information with their responses. ***Only vendors bidding on Healthcare Services need to respond to this, claims will be limited since most of the billing goes directly to WVRJA.***

33. Page 78 of the RFP refers to chemical dependency treatment.

a. Please discuss what the incoming vendor's scope of responsibility will be for this component of care. ***It is up to the vendor to propose what their program would include.***

b. How is chemical dependency treatment currently provided? ***Acute chemical dependency/detox is treated by the current vendor using a proprietary and confidential protocol. Chemical dependency is not treated by the current medical vendor beyond participation in the grant funded MAT Program.***

c. Will the incoming vendor have any financial responsibility for chemical dependency treatment? ***Currently grant funded.***

34. Please identify the relative weight the WVRJA will assign to each (a) health care and (b) pharmacy scoring component listed on Page 8 of the RFP. ***Only vendors bidding on Healthcare Services will be evaluated on the Healthcare Services criteria and only vendors bidding on Pharmaceutical Services will be evaluated on Pharmaceutical criteria.***

35. Section 4.1.2 on Page 14 of the RFP—as well as Section 6.7 on Page 23—requires offerors to provide resumes for the offeror's proposed staff. This gives the incumbent Vendor a distinct and unfair advantage. Other offerors will not hire specific individuals for the WVRJA project prior to being awarded the business.

Therefore, in the interest of maintaining a fair and equitable solicitation process and providing a level playing field for all offerors, will the WVRJA accept job descriptions in lieu of actual names and resumes?

WVRJ will accept resumes of proposed staff.

36. We have noticed that in many cases, different components of a solicitation contain conflicting language and specifications. Please confirm the latest dated document always holds precedence, so offerors know which information to use in case of conflicting data sets among the solicitation materials (original RFP, addenda, responses to questions). ***Yes***

37. We understand that vendors are not to submit pricing with their January 14 responses. Therefore, please confirm that the WVRJA will give high-ranking “short-listed” vendors a future opportunity to ask additional questions and obtain information/data relating to WVRJA inmate health care and pharmacy costs. ***There are no additional questions. WVRJ will give instructions if applicable.***

38. Pages 108-109 of the RFP provide a list of topics that proposals are to include. One of these topics is “The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Offeror.” Can the WVRJA please be more specific on how it wishes offerors to prove their (a) character, (b) integrity, (cv) reputation, and (d) judgement? ***The vendor may include what they feel exemplifies this in their response.***

39. With regard to the format and number of proposals offerors are to submit, please confirm that the “Seven (7) exact duplicates of the Sealed Proposal” referenced on Page 1 are to be hard copy/paper versions. (The instructions on Page 109 do not make any reference to these copies.) ***both instructions should be followed.***

IF THE WVRJA DOES NOT INTEND TO GIVE SHORT-LISTED VENDORS A FUTURE

OPPORTUNITY TO ASK ADDITIONAL QUESTIONS REGARDING HEALTH CARE COSTS, THEN

PLEASE RESPOND TO THE FOLLOWING QUESTIONS AT THIS TIME.

40. Please provide (by year) the amounts of any staffing paybacks/credits the WVRJA has assessed against the incumbent health care vendor over the term of the current contract. ***Duplicate question please see Armor question 7 above.***

41. Please provide (by year) the amounts and reasons for any non-staffing penalties/ liquidated damages the WVRJA has assessed against the incumbent health care vendor over the term of the current contract. ***Duplicate question please see Armor question 7 above***

42. Please provide the salaries/wages your incumbent health service Vendor is paying to its staff at the Jail. ***Duplicate question please see Armor question 6 above.***

a. How old is this data? ***This information is not known as the current vendor considers this proprietary information.***

b. Where did this data come from, for example, State/County records, data from the incumbent Vendor, etc.? ***This information is not known as the current vendor considers this proprietary information.***

43. Please provide 2016, 2017, and 2018 (if not already provided) monthly statistical data for each of the following categories. ***2018 data provided at mandatory pre-bid for the below. Please also see attached statistics.***

a. Number of (offsite) inpatient hospital days

b. Number of (offsite) observation hospital days

c. Number of outpatient surgeries

d. Number of outpatient referrals

e. Number of trips to the emergency department (ED)

f. Number of ED referrals resulting in hospitalization

g. Number of ambulance transports

h. Number of dialysis treatments

44. Please provide annual spend amounts for the past three years for the following categories.

a. Total for inpatient hospitalizations

b. Total for inpatient observation

c. Total for other offsite services (outpatient, consultation referrals, etc.)

d. Total pharmaceutical expenditures

e. Laboratory services

f. X-ray services

45. Under the new contract, please confirm who will be financially responsible for these items: the WVRJA or the Vendor?

- a. Inpatient hospitalization ***no vendor obligation***
- b. Outpatient surgeries ***no vendor obligation***
- c. Other outpatient referrals ***no vendor obligation***
- d. ER visits ***no vendor obligation***
- e. Ambulance transports ***no vendor obligation***
- f. Offsite dialysis ***no vendor obligation***
- g. Offsite diagnostics (lab/x-ray) ***vendor responsible***
- h. Pharmaceuticals ***no vendor obligation***

46. Under the current contract, who is financially responsible for these items: the WVRJA or the Vendor?

- a. Inpatient hospitalization ***no vendor obligation***
- b. Outpatient surgeries ***no vendor obligation***
- c. Other outpatient referrals ***no vendor obligation***
- d. ER visits ***no vendor obligation***
- e. Ambulance transports ***no vendor obligation***
- f. Offsite dialysis ***no vendor obligation***
- g. Offsite diagnostics (lab/x-ray) ***vendor responsible***
- h. Pharmaceuticals ***vendor responsible***

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

- a. Elective or mandated abortion ***Please refer to RFP page 85***
- b. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status) ***Please refer to RFP page 85***
- c. Autopsies ***Vendor is not responsible for cost of Autopsies.***
- d. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc. ***Please refer to RFP page 89***
- e. Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX ***Medications are part of the Pharmaceutical Services contract and will be negotiated with the successful Pharmaceutical vendor***

48. Please confirm that the following costs will be included under any cap on offsite care.

- a. Inpatient hospitalization **No vendor obligation**
- b. Outpatient surgeries **No vendor obligation**
- c. Other outpatient referrals **No vendor obligation**
- d. ER visits **No vendor obligation**
- e. Ambulance transportation **No vendor obligation**
- f. Offsite dialysis **No vendor obligation**
- g. Offsite diagnostics (lab/x-ray) **vendor responsible**

49. With regard to any cap on offsite care AND/OR pharmaceuticals:

- a. Please identify the cap amount for which the WVRJA wishes offerors to submit pricing. **\$150,000 for offsite**
- b. Please identify the amount of any offsite care OR pharmacy cap in the current contract. **\$150,000**
- c. For each of the past three (3) years, please indicate by how much (if at all) total WVRJA offsite care OR pharmaceutical expenses have exceeded the contracted cap amount. **none**

50. Section 6B.1.12.1 on Page 42 of the RFP states that “Contractor pricing in response to the RFP shall use the formula of base cost (actual acquisition cost) of medications or pharmaceutical supplies plus a dispensing fee per prescription.” Does this apply to vendors who are bidding comprehensive/combined health care and pharmacy services? **It is for vendors bidding on Pharmaceutical Services only**

51. Page 42 of the RFP states, “Contractor pricing in response to the RFP shall use the formula of base cost (actual acquisition cost) of medications or pharmaceutical supplies plus a dispensing fee per prescription.”

However, we understand that the WVRJA invoices its participating jurisdictions for pharmacy costs. Please clarify who has financial responsibility for the cost of pharmaceuticals. Is it (a) a PASS-THROUGH MODEL, where the WVRJA bills its jurisdictions for the Actual Acquisition Cost of medications and the vendor gets reimbursed (plus a dispensing fee) for each prescription; or (b) a VENDOR AT RISK MODEL, where the vendor pays for the cost of medications and also receives a dispensing fee per prescription, both of which are built into the vendor’s proposed price for the contract. **Only non-formulary and HIV medications are passed through to member jails or contract jails**

Questions from Southern Health Partners, Inc. (SHP)

1. Please provide a list of any liquidated damages and staffing penalties by position/service and amount, paid by the current vendor, for the past 2 years. **Duplicate Question please see Armor question 7 above.**

2. Can WVRJA provide a current example of the offsite reports provided by the current provider? A 2018 Year to date report would be fine. ***There are currently no reports provided by the vendor***

3. Does WVRJA have a Medication Assisted Treatment program currently in place? And if so, can you give a summary of the medical staff's involvement? ***Duplicate Question please see Armor question 21 above.***

4. Medicaid is expanding in Virginia in Jan 2019. Does WVRJA have a staff position planned to help manage this process or would WVRJA like the vendors to propose this in the staffing plan? ***Our hospital partner – Carilion is registering inmates upon arrival at the hospital. At present, the vendor is handling registering inmates that meet criteria.***

5. Please provide the current number of medication carts and name of back up pharmacy. Are the medication carts owned by WVRJA? ***Duplicate question please see Wexford question 24 above.***

6. When was the last annual disaster drill conducted that included a multi-disciplinary response? ***Drills are conducted annually as per ACA requirements.***

7. How many first-aid kits are there currently on site? ***Multiple throughout facility and in vehicles***

8. Which model of AED is currently on-hand and how many are on site? ***Zoll 12***

9. Of the suggested training for WVRJA Staff, what training topics are required annually? Can you provide a list of training topic title provided to officers in 2018? ***Training should follow ACA, NCCHC and VADOC standard requirements.***

10. When were the Bloodborne Pathogens, Hazardous Communication/Exposure Control (MSDS), and Infectious Control Policies updated and signed off by WVRJA? Will WVRJA provide a copy of these documents to the awarded vendor? ***The vendor will be responsible for ensuring these are updated annually. The successful vendor will have access to these.***

11. What is the name of the current medical waste disposal provider and annual costs? How many waste receptacles are within the medical unit area(s)? ***Stericycle, cost is included in the current contract. There are 8 receptacles within department.***

12. Please clarify if Medical/Office Equipment replacement cost is a vendor responsibility. If so please provide Figure 2- Medical/Office Equipment List. It was not included in RFP as stated. ***This was handed out at the mandatory pre-bid conference.***

13. Of the list noted above, which need replacement within the next five years as part of fixed asset equipment replacement schedule? ***The equipment was handed out at the mandatory pre-bid conference.***

14. What are the annual medical supply costs FY 2017-2018? ***This information is not known as the current vendor considers this proprietary information.***

15. Is Page 105, Section 10.25 an error? It is the Contractor's responsibility to monitor inmates while using/cleaning kitchen equipment. If not an error, please explain the medical vendor's responsibility in this regard. ***Yes, this is an error, please disregard.***

16. According to the RFP Page 11, Section 3: "Proposals shall be in the format described below and must include the following." This indicates that all proposals should conform to the format outlined in Sections 3.1-3.7. These sections do not ask about pricing, staffing, or scope of services. Please clarify whether and in what section the proposing company/provider shall supply the pricing chart, staffing matrix, and scope of service. ***Pricing should not be submitted with bids. Staffing and scope of services should be included per sections 6 scope of services.***

17. Could the WVRJA clarify if proposers should include all attachments in the main body of the document or as an addendum to the proposal? ***Addendum***

18. Please clarify if vendor will be responsible for the following costs: medical area computer equipment. ***Please refer to list handed out at mandatory pre-bid of Medical Items required to be provided by the successful vendor***

19. Will WVRJA accept bids from vendors without the requirement of ADP size as specified in Section 4, Contractor Qualifications, second bullet point, if contract can show NCCHC and ACA accreditation of ADP less than 700? ***Vendors should note any exceptions or deviations per section 3.4 on page 13.***

20. RFP, page 12, 3.2.1 through section 3.2.4 – Related to this section, if submitted by a proposer, will the WVRJ maintain complete confidentiality over these submissions? ***Please refer to page 109 F regarding redacting all confidential and proprietary material.***

21. RFP, page 17/18, 6.1.3. VADOC – Please provide the VADOC certification criteria that applies to healthcare services. ***These can be found at vadoc.virginia.gov***

22. RFP page 14, 4.1.2 ask for resumes for senior management staff. Would WVRJA accept biographical summaries instead of full resumes? Additionally, would WVRJA accept position summaries for other key on-site management team members since none will be hired until after the contract is awarded? ***WVRJ will accept resumes of proposed staff.***

23. RFP, page 18, 6.3 – Please provide the number of paybacks by the vendor to WVRJ for the past 2 years, for Provider Hours, under section 6.3.1; and section 6.3.2. ***Duplicate question please refer to Armor question 7***

24. RFP, page 20, 6.4.2. – Please confirm any use of temporary agency personnel, and if so, was any penalty assessed to the current vendor under this specification? ***There is currently some temporary agency personnel in use and There is no penalty in the current contract for using temporary agency personnel.***

25. RFP, page 20, 6.4.3., Please confirm if any penalties for H&Ps or Restricted Housing Assessments were assessed to the current vendor, and if so, the total amount assessed over the past 2 years. ***Duplicate question please refer to Armor question 7***

26. Page 23, 6.6.3., does WVRJ have a proficiency inventory criteria sheet they'd like the vendor to use? And if so, please provide a copy. ***The vendors may propose what they would like to use to ensure the proficiency of their staff.***

27. RFP, page 23, 6.7., Approval – Please indicate the amount of time it takes to receive approval of these key positions by the Superintendent, upon Contractor's presentation of a candidate. ***Dependent***

on the circumstances and the events surrounding the submission. We move very quickly on approving key positions

28. RFP, page 24, 6.12 – Please indicate the amount of time to receive security clearance for new candidates. ***Dependent upon volume of requests upon submission. We strive to have approvals within 7 days if applicant meets required objectives***

29. RFP, page 48, Please provide a sample copy of the Patient Satisfaction Survey's used in the past. ***The Vendors may propose what they would like to use if they are the successful offeror.***

30. RFP, page 59, 7.17.2. – Please indicate if a service company is used for Dialysis Services currently, or if individual contracting of Nephrology MD services is in place. ***Given out at mandatory pre-bid***

31. RFP, page 60, 7.18. – Please name the preferred provider for hospital services used by WVRJ. ***Carilion***

32. RFP, page 61, 7.19 – Please indicate the monthly usage of translation/interpretation services and the number of access calls per month. Current vendor is Language line. ***Cost included in current contract. This information on usage is not known as the current vendor considers this proprietary information.***

33. RFP, Page 84, 7.42.1 – Please indicate the number of times medical or psychiatric restraints have been used within the facility in the past year. ***Medical does not apply restraints of any type.***

34. RFP, page 104, 10.21 – Will the Regional Jail Authority consider waiving this criteria? ***No. Requirement is to provide if it is requested, within 10 days of request.***

35. RFP, page 45, 7.4.1. and 7.4.2. – Can WVRJ clarify the term "Contractor" here? Does this apply to vendors under the contract? ***The successful HealthCare Services vendor.***

36. RFP, page 45, 7.4.3 – Does WVRJ consider time worked under this section? Please clarify. ***WVRJ is unclear what this question means? The HSA is expected to attend Command Staff Meetings .***

37. RFP, page 46, 7.4.5 – Does WVRJ consult with the vendor on time off requests per company's policy? Please explain this requirement of time off approval by Superintendent. ***The key staff listed are to consult with the Superintendent before taking time off to ensure it does not interfere with any WVRJ related events (i.e. accreditation visits, audits etc.)***

38. RFP Page 66, 7.24.1, Please confirm if the WVRJ is using paper. Can you provide details on the timeline for transition to the kiosk? WVRJ is using paper medical requests forms at this time. ***There is no intention at this time to move toward electronic medical requests.***

39. RFP, page 73, 3rd paragraph – Is the current vendor providing a Discharge Planner in the present staffing plan? ***The current contracted staffing is published in the RFP page 92***

40. RFP, page 81, 7.41.1 – please state the amount currently paid for all fees or interface costs related to the CorEMR system, and if the responsibility for these on-going payments to be that of the vendor or the County. ***CorEMR costs are the responsibility of WVRJ***

41. RFP, Page 97, Will WVRJ accept an optional submission from a proposer on the stated PL Insurance limits? There is cost savings available utilizing industry standard PL limits. ***This is up to the offeror, if doing so, make sure to include in exceptions and deviations.***

Questions from CMC

1. We would like to confirm that no pricing is to be submitted with this proposal. **No pricing is to be submitted with the proposal, WVRJ will give instructions when pricing is requested.**
2. May we substitute job descriptions for the required resumes of on-site personnel? **WVRJ will accept resumes of proposed staff.**
 - 2a. If not, may we have resumes of these current on-site personnel? **No**
3. Who is the current vendor? **Correct Care Solutions.**
4. Will the County waive the requirement that three of our current contracts must have an ADP of 700 or greater? **Please refer to page 13 3.4 Exceptions and Deviations**
5. Please provide a copy of the current contract for inmate health care and all associated amendments thereto. **Duplicate Question Please refer to Wexford Question 1**
6. Does the County utilize, or will they consider a catastrophic limitation on off-site services? **A \$150,000 CAP should be used for off-site service.**
7. Please identify any current vacancies by position/title, shift and length of vacancy. Please identify current turnover rate. Please identify if any positions are currently being filled by agency personnel. **Duplicate Questions please see Armor Question 42**
8. Please provide the current Staffing matrix by shift and position/title. Does the County believe this to be a sufficient staffing plan? Please provide current salaries for all positions listed on the current staffing matrix. **Please refer to RFP page 92**
9. Are any members of medical personnel represented by a union? If so, please supply offerors with a copy of all applicable union agreements. **Duplicate Question please refer to Armor question 43**
10. What is the County's role in the implementation of the Affordable Care Act (ACA)? Who provides the Navigators responsible for enrollment of inmates in this program? How much does the County believe has been saved since the implementation of the ACA? **Duplicate Question please refer to Southern Health Partners question 4**
11. Please provide annual Health Service Statistics extended to cover the last three (3) years. **2018 was provided at the Mandatory pre-bid**
12. Please identify the average length of stay (LOS) for inpatient hospitalizations over the last three years. **Duplicate Question please refer to Armor question 11**
13. Will the County provide a list of hospitals and current subcontractors used for the delivery of health care services, including: providers of ambulance service, x-ray service, laboratory service, dialysis service, physical therapy service, specialty service, pharmacy service, and dental service **Duplicate Question on Hospitals see Wexford question 18. Dialysis was handed out at Mandatory pre-bid, current Pharmacy service is with Correct RX and the Pharmaceutical Services is part of this RFP.**

14. What is the current percentage of inmates on prescribed medications? What is the current percentage of inmates on prescribed psychotropic medications? ***Duplicate question please refer to Armor question 12***

15. What are the average number of pregnancies per year, and the number of deliveries? Are newborns accepted back into the facility and, if so, who pays associated costs? ***See attached statistics, newborns are not accepted at the facility.***

16. Please provide a list of currently-held onsite clinics. Are there any additional such onsite clinics the County finds particularly desirable? ***Dental, Psychiatry, Mental Health, Chronic Care, Inmate Worker, Nurse Sick call, Provider sick call.***

17. Please provide the number of dialysis treatments completed by day and month. ***Please see attached.***

18. Are there any HIV/AIDS inmates currently receiving treatment/medication for their condition?
Yes

19. Are there any Hepatitis C inmates currently receiving treatment/medication for their condition?
No

20. Are any outside agencies involved in mental healthcare? ***The Medical staff collaborate with outside agencies for certain patient populations as well as upon the request of WVRJ.***

21. Is the County taking advantage of any grants, fellowships or associations with universities, medical schools or non-profit organizations as part of its correctional healthcare program? ***MAT program is grant funded***

22. Who is responsible for the Infectious Waste removal? ***Please refer to RFP page 54***

23. How many deaths and suicides (successful or attempted) have there been in the past two (2) years? ***2018 data provided at the mandatory pre-bid and please see attached.***

24. Please verify the Average Daily Population (ADP) that should be used for bid purposes. ***Duplicate Question please refer to Armor Question 2***

25. Please supply an inventory list of County-owned medical and office equipment/furniture available for utilization by the medical vendor? How old is the current equipment and furniture? Is all infirmary equipment permanent or will the contracted vendor need to purchase replacement equipment? ***This list was handed out at the mandatory pre-bid***

26. What is the age of the current dental equipment? When was it last serviced? Is the dental x-ray inspected and licensed and if so, when was the last time? ***Dental equipment is provided by WVRJ except for the autoclave and pre-rinse machine. Dental x-ray equipment is provided by WVRJ the offeror is responsible for the annual inspection.***

27. What is the age of the current X-Ray equipment? When was it last serviced? Is the current X-Ray equipment digital? ***The equipment is digital.***

28. Does the County project that there will be a need to replace or purchase any on-site medical equipment during the term of this contract? ***This list was handed out at the mandatory pre-bid***
29. Are there negative pressure rooms and how many? ***4***
30. How many beds are in the infirmary? Please break down by male/female beds. ***There is no infirmary.***
31. Where are inmates housed that are going through withdrawal? ***Inmates are housed by classification staff. Inmates in need of significant monitoring are housed in one of the segregation housing units.***
32. Will the current AED stay or must one be purchased, and is it in good working order? ***Please refer to RFP page 50***
33. How many med passes per day? ***Three times a day***
34. What is the Jail Management system utilized? Will the Jail Management company work with the vendor regarding the Electronic Medical Record (EMR) to provide basic demographic information, booking information, housing location changes, and release information? Will the County assist with these data requirements? ***Duplicate question please refer to Armor question 28***
35. Will the County require that the current vendor work with the new provider to transfer EMR data to the new system, and will there be penalties or other enforcement policies set up to facilitate that transfer? Does the County own the license for Cor EMR? ***The county owns the Cor EMR license. It may continue to be used. If the same system is used, no information would need to be transferred.***
36. Does the County currently employ telemedicine? If so, in what specialties and who is currently providing the equipment and technical support thereof? ***It is available. Offerors may propose new and innovation ideas as part of their responses.***
37. Are you currently having issues with the current staff or vendor that are causing penalties to be imposed? ***Duplicate question please see Armor question 7***
38. Is the facility currently under any court orders or mandates? ***No***

Questions from Clinical Solutions'

- 1) Will there be an opportunity for a second round of questions if any answers in the first round of questions needs clarification? ***No***
- 2) Will WVRJ consider extending the due date for Submission of Response to accommodate thoughtful consideration of answers to all questions submitted and a potential second round of questions in-order-to provide the most cost-effective proposal possible? ***Yes, the date of submission has been extended to Friday January 18, 2019***
- 3) What are the current contracted pharmacy rates? In most, if not all public procurements, cost is not considered proprietary and would be readily available. ***This information is not available because the current pharmacy service is incorporated into the Comprehensive Medical Contract.***

4) Actual utilization data would be helpful for potential offerors to study medication mix and prescriber ordering trends in order to prepare a responsible and competitive bid rate. ***This information is not known as the current vendor considers this proprietary information.***

a. Can you please provide the past 3 months pharmacy invoices for review?

b. What is the average pharmacy dollar amount spent monthly over the past 12 months?

5) What is the percentage of stock medications vs. patient specific medications? ***Less than 3%***

6) Do you receive stock medications in 30 count blister cards or is all stock in manufacturer's bulk bottles? ***Both***

7) How many days' worth of medication is typically dispensed for routine medication orders? (Ex: 7, 14, 30 days.) ***30 days***

8) May we have a copy of your current formulary? ***The formulary is approved by the governing board.***

9) How does WVRJ send prescription new orders and refills to the pharmacy vendor? For example: eMAR interface, Fax, Remote Provider Order entry? ***CorEMR***

a. If multiple methods are used, approximately what percentage of each type of transmittal apply?
N/A

10) Is there currently an interface between your current pharmacy vendor and your eMAR CorEMR?
Yes

11) What is the current preferred method for delivery? ***UPS***

12) Please describe the frequency for medication deliveries to your facility by current vendor. ***Six days a week.***

13) Are medical supplies (needles, syringes, diabetic test strips, etc.) for your location ordered from the current contracted pharmacy? If not, would WVRJ be interested in this value-added service? ***No, medical supplies are part of the Comprehensive Medical Contractor's responsibility.***

14) Who is the current after-hours back-up pharmacy (if utilized)? ***WalMart and Walgreen's in Salem, VA***

15) How are the prescription returns from your facility currently handled? Do you currently receive credit for returned medications? Are there any restocking fees or minimum costs to qualify as a return?
Yes, credit is received for returns. This information is not known as the current vendor considers this proprietary information.

16) Are release medications supplied to inmates upon parole or discharge? ***yes***

a. If so, how many days' supply is provided? ***14 days or the remainder of the KOP prescription.***

b. What is the current process for notifying pharmacy of inmates' release dates? ***Refer to RFP page 57 Discharge medications.***

c. Will it be required to ship inmate discharge/transfer medications to private residences or are they shipped to each correctional facility only for discharge/transfer patients? **Medications only need to be provided to WVRJ**

17) Is your correctional facility accredited by the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA)? If not, do you expect to seek accreditation during the term of the contract? **Please refer to RFP pages 17-18**

18) Please provide all current Accreditation for all facilities. **Please refer to RFP pages 17-18**

19) Do the correctional facilities currently maintain a Keep-On-Person (KOP) Program? **Yes a limited program at this time.**

a. If so, please provide a list of KOP medications approved by facility. **KOP are patient specific and provided upon collaboration with provider and security staff.**

20) What percentage of your inmates, if any, are Federal? Specifically, what percentages are under jurisdiction of each the US Marshals Service (USMS) and US Immigrations and Customs Enforcement (ICE)?

21) How are non-formulary requests approved? Please describe your Non-Formulary Review process in detail. **WVRJ is interested in offerors' proposals of the Formulary approval process they would recommend.**

22) Please describe the current destruction policy for all outdated/expired drugs. **WVRJ expects the successful HealthCare offeror and the successful Pharmaceutical offeror to comply with RFP page 56 section 7.14.9**

23) Does your facility have a DEA License? If so, whose name(s) is(are) under licensure? **Yes, under WVRJ**

24) Does your facility have a current state pharmacy license? **Yes**

25) Please provide the following pharmacy information by year for the last three years: number of patients on HIV medication, number of patients on psychotropic medications, number of patients on Hepatitis C medications, number of patients receiving medications associated with hemophilia, HIV medication dollars, psychotropic medication dollars, hepatitis C medication dollars, and hemophilia related medications dollars. **Duplicate question please see Armor question 12.**

26) Of inmates receiving Hepatitis C treatment, what is the nature of the treatment? Please list medications used to treat over the past three years. **N/A**

27) Are there any state or federal drug programs being accessed for inmate medications? If so, what are they? **N/A**

28) Does your facility currently use a barcode electronic order reconciliation and medication return management system? **CorEMR is used to reconcile orders.**

29) Please outline the medical personnel shifts that will require start up in-service training? **All medical nursing and clinical staff will need training the current contracted matrix is on RFP page 92**

30) Does the current pharmacy vendor use a FDA-registered repackager to ensure compliance with federal regulations for Correctional Health stock medications? **According to the current medical vendor, yes.**

31) Will you mandate that the pharmacy vendor use a FDA-registered repackager for Correctional Health stock medications to ensure compliance with Federal regulations? **WVRJ will make sure that the chosen vendor complies with all applicable State and Federal regulations**

32) Will you require offerors to provide, as part of the proposal, evidence (the repacker's license and labeler code) that they use a FDA-registered repackager, as this is the only means to ensure compliance? **WVRJ will make sure that the chosen vendor complies with all applicable State and Federal regulations**

33) Will failure to provide proof of compliance with Federal regulations deem a offeror non-responsive and therefore ineligible for an award? **WVRJ will make sure that the chosen vendor complies with all applicable State and Federal regulations**

34) Does your jail maintain an Emergency Drug Box? If so, please provide a list of medications to be contained in the Emergency Drug Boxes.

contained in the Emergency Drug Boxes.

Amlodipine 10 mg
Chlordiazepoxide 25mg
Digoxin 0.125mg
Lasix 20mg
Lithium Carbonate 300 mg cap
Phenytoin 100mg cap
Prednisone 10mg tab
Promethazine 25mg
Warfarin 2mg

35) Please provide a list of your current Stock Medications.

Acetaminophen (Tylenol)	Epinephrine (Epipen)	Miconazole Cream
Acetaminophen (Tylenol)	Epinephrine	Miconazole Vaginal Cream
Albuterol Inhaler (Proventil, Ventolin)	Fiber-Tabs	Milk of Magnesia
Albuterol Neb (Proventil, Ventolin)	Folic Acid	Multivitamin
Amoxicillin (Amoxil)	Fluoxetine (Prozac)	Naproxen Sodium (Naprosyn)
Amoxicillin (Amoxil)	Glipizide (Glucotrol)	Nitrofurantoin Mac (Macrobid)

Aspirin EC	Glucose Gel (Glucose)	Nitroglycerin
Aspirin EC	Guaifenesin	Penicillin VK
Atenolol (Tenormin)	Haloperidol (Haldol)	Permethrin Cream
Benzotropine (Cogentin)	Haloperidol (Haldol)	Permethrin Shampoo
Benzotropine (Cogentin)	Hydrochlorothiazide (HydroDIURIL)	Phenytoin Sodium Ext. (Dilantin)
Bupropion (Wellbutrin)	Hydrocortisone	Prednisone
Buspirone (Buspar)	Hydroxyzine Pamoate (Vistaril)	Promethazine (Phenergan)
Calcium Carbonate Chewable (Tums)	Ibuprofen (Motrin)	Promethazine Injection
Carbamazapine (Tegretol)	Insulin 70/30 (Human)	Ranitidine (Zantac)
Cephalexin (Keflex)	Insulin, NPH (Human)	Risperidone
Chlorpheniramine Maleate	Insulin, Regular (Human)	Thiamine
Clindamycin (Cleocin)	Lisinopril (Zestril)	Trimethoprim-Sulfamethoxazole DS (Bactrim)
Clonidine (Catapres)	Lithium Carbonate	Triple Antibiotic Ointment
Digoxin (Lanoxin)	Loperamide (Imodium)	Tuberculin Test 50 test (Aplisol)
Diphenhydramine (Benadryl)	Loratadine (Claritin)	Valproic Acid (Depakene)
Diphenhydramine (Benadryl)	Magnesium Citrate	Verapamil SR (Calan SR)
Divalproex Sodium (Depakote)	Metformin (Glucophage)	Verapamil SR (Calan SR)
Divalproex Sodium (Depakote)	Methylprednisolone (Solu Medrol)	Warfarin (Coumadin)
Docusate	Metoprolol Tartrate (Lopressor)	Warfarin (Coumadin)

36) Who administers medications to inmates? For example: nursing staff or correctional officers?

Nursing staff

37) Where does medication administration take place, that is, do medication carts go to the housing units or do inmates come to the medical units for medication administration? **Medication is given in housing units.**

38) How many med carts are currently in use by your correctional facility? **Currently there are 3 medication carts in use**

a. Are these med carts the property of the current contractor or will they remain with the WVRJ?

The medication carts are property of WVRJ

b. Please outline the quantity of medications carts needed for each facility (if required)? **It is up to the vendor to recommend how many medication carts are necessary.**

39) What reports are currently being utilized by WVRJ?

- a. What additional reports will be required? ***Please refer to RFP pages 37-39***
- b. Can WVRJ provide examples of current monthly reports provided by current pharmaceutical services vendor? ***The current pharmacy is contracted with the current medical vendor and reports are provided to the medical vendor***
- 40) Please provide the current pharmacy related Policies & Procedures for all facilities. ***This will be shared upon request with the successful vendor***
- 41) What are the small diverse business and small business contract requirements/goals for this contract? ***Please refer to RFP for requirements.***
- 42) What is the average length of stay for inmates at your facility? ***63 days for the last 12 months***
- 43) Page 7, Section 1.10 states "At the request of the first oral presentation WVRJ may discuss non-binding estimates of the project cost." However, Page 42, Section 6.B.1.12.1 is asking for Actual Acquisition Cost (AAC) plus a dispensing fee per prescription. Please clarify whether any pricing should be included in vendor's initial RFP response or if price proposals should only be included in a requested oral presentation. ***Price proposals should only be included if requested by WVRJ in a requested oral presentation if applicable.***
- 44) Sections 6.B.1.4.1 and 6.B.1.4.2 outline several different medication packaging types requested by WVRJ. Specifically listed are: "blister cards, baggies, soft medications program, conventional prescription bottles, and stock bottles."
- a. What type of medication packaging type do you currently use in your facility? ***All of the above depending on the type of medication it is.***
- b. Do you intend to keep the same packaging type? ***The packaging should be appropriate to the type of medication it is.***
- c. If multiple medication packaging types are used, approximately what percentage of each type of packaging type apply? ***Most of the current medications are provided in blister packs and stock bottles.***
- 45) Sections 6.B.1.12.3 and 6.1.12.4, page 25, reference manufacturer's rebates. Section 6.1.12.3 asks vendors to state how "manufacturer's rebates...shall be shared with WVRJ." The next section 6.B.1.12.4 states "Contractor will not offer rebates...". These two sections seem to contradict each other.
- a. Please clarify whether WVRJ is expecting to receive manufacturer's rebates or if WVRJ would allow manufacturer's rebates. ***It is up to each offeror to propose if they will share rebates as part of their upfront cost or not, WVRJ is not looking to track rebates since this is difficult to do.***

Questions from Carilion Clinic Pharmacy

1. Can you provide a listing of all attendees of the mandatory December 13th, 2018 Pre-bid conference and the companies they represented?
2. Who currently holds the contract for Pharmaceutical services for the Western Virginia Regional Jail? ***The current Pharmacy contract is through the medical vendor, Correct RX is contracted by Correct Care Solutions.***

3. What are the current contracted pharmacy rates? ***The current pharmacy contract is subcontracted through Correct Care Solutions, WVRJ does not have that information.***
4. What is the average pharmacy dollar amount spent monthly over the past 12 months? ***Duplicate question please refer to Armor question 9***
5. Can you provide actual pharmacy utilization data over the past 12 months? ***This information is not known as the current vendor considers this proprietary information.***
6. Can you provide the past three months of pharmacy invoices for review. ***This information is not known as the current vendor considers this proprietary information.***
7. What is the average length of stay for inmates at the Western Virginia Regional Jail? ***Duplicate Question please refer to Clinical Solutions question 42***
8. Can we have a copy of your current formulary? ***Duplicate question please refer to Wexford question 27***
9. Can you provide a sample of currently/commonly prescribed NDCs? ***This information is not known as the current vendor considers this proprietary information.***
10. What is your current process for notifying pharmacy of inmate's release date?
11. Can you provide the following pharmacy information by year for the past 3 years? ***Duplicate Question please see Armor Question 12***
- # Patients on HIV Medications
 - # Patients on Psychotropic Medications
 - # Patients on Hepatitis C medications
 - # of patients receiving medications associated with hemophilia
 - HIV medication dollars
 - Psychotropic medication dollars
 - Hepatitis C medication dollars
 - Hemophilia related medication dollars
12. Can you provide a list of your current stock medications? ***Duplicate question please see Clinical Solutions question 35 above.***
13. What medications are contained in your Emergency drug boxes? ***Duplicate question please see Clinical Solutions question 34 above.***
14. What type of IV's are provided by your current pharmacy? ***Most commonly provided IVs are antibiotics and associated diluents.***
15. What is the percentage of stock medications vs. patient specific medications? ***Less than 3%***

16. Is there any state or federal drug programs being accessed for inmate medications? If so, what are they? **N/A**

17. How many medication carts and laptops are currently being utilized in your facility for pharmaceutical services? **Currently 3 Medication carts and 4 laptops are utilized for medication passes**

18. Can you provide a list of all individuals and their titles who will be involved in evaluation of the RFP?
Current 2019-066 Committee Members (Subject to Change)

Bobby Russell - WVRJA Colonel

David Cox - WVRJA Staff

Roger Herald - WVRJA Staff

Amanda Trent - WVRJA Staff

Chad Keller - WVRJA Staff

Rebecca Owens - Assistant County Administrator

19. What is the daily average number of inmates who receive medications and what is the average number of prescriptions per inmate? **459 inmates on medications, 2.3 prescriptions per inmate.**

20. What is the yearly total of dollars spent by disease state? (i.e., Psychotropic, HIV, Hep-C, Infectious Disease, Cardiovascular, Diabetes, etc.) **This information is not known as the current vendor considers this proprietary information.**

21. What are the year total of fills for medication categorized by disease state? (i.e., Psychotropic, HIV, Hep-C, Infectious Disease, Cardiovascular, Diabetes, etc.) **2018 Psych 12,665 HIV 119, Hep C 0, ID 1,328, CV 421, Diabetes 1,151. 2017 Psych 10,907, HIV 127, Hep C 0, ID 1,208, CV 254, Diabetes 834. 2016 Psych 5,936, HIV 66, Hep C 0, ID 1,140, CV 367, Diabetes 1,032.**

22. What is the average cost of medication per inmate per month? **This information is not known as the current vendor considers this proprietary information.**

Questions from Diamond

Question # 1

Are offerors to submit only a technical response to the RFP initially? Or, are offerors to also submit a pricing component as well? **Per the RFP only technical response no pricing is due with responses.**

Question #2

Page 15, Section 4.2.2. Client List states that, "Each responder must submit a detailed list of all projects and clients for the last five years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence)."

- With some potential offerors serving well over 1,500 correctional clients, a comprehensive list of existing clients would be very extensive. Would the WVRJ permit a listing of facilities serviced in the

Commonwealth of Virginia to meet the requirements of this section? ***Please refer to RFP page 13 3.4 Exceptions and Deviations and if the offerors respond with only Commonwealth of VA clients make sure this is listed as an exception or deviation.***

- To ensure absolute confidentiality and non-disclosure of this sensitive information, how are offerors to designate and securely provide their confidential Client List to the WVRJ so the list is never released by accident or intentionally into the public domain where it can be obtained by industry competitors? ***Please refer to RFP page 109 section F regarding confidential information and redacting proprietary material.***
- Would the WVRJ permit this document to be emailed to the Procurement Officer to ensure its confidentiality? ***Please refer to RFP page 109 section F regarding confidential information and redacting proprietary material.***

Question # 3 - Stock

Page 35, Section 6B.1.6.3 indicates that the WVRJ receives stock card medications.

- How many medications or what percentage of medications are dispensed as stock? ***Less than 3%***
- Does the WVRJ have a CSR in order to receive legend stock medications? ***Yes***

Question # 4 - 5% Rule

It is indicated within the RFP that all services are to be in compliance with all applicable state and federal laws, rules, and regulations. Often overlooked is that a pharmacy provider cannot sell/distribute more than 5% of their overall company-wide sales as stock, not just the stock sold to your facility (which some offerors may lead you to believe), without being registered as a wholesaler in Virginia or using the services of a wholesaler in Virginia to sell and/or distribute wholesale quantities (greater than 5%) of stock medications.

- Being that the WVRJ is a law enforcement correctional institution, will you require offerors to submit a copy of their wholesaler license from Virginia, or the license and name of the wholesaler in Virginia that they will subcontract with for stock distribution in order to be in compliance with all applicable state and federal laws, rules, and regulations? ***WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.***
- Will a offeror's failure to provide proof of compliance with federal regulations at the time of proposal submittal, specifically this requirement, deem that offeror as non-responsive and therefore ineligible for an award? ***WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.***
- If not, what process will the WVRJ follow prior to awarding a contract to ensure compliance with federal and state laws regarding stock distribution so that a contract is not awarded to a vendor that is later discovered to be unable to comply, which would place your facility (as a law enforcement agency) at risk for possible fines and disciplinary action when inspected by regulatory agencies? ***WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.***

Question # 5 - Repackager

It is indicated in the RFP that all services will be in compliance with all applicable state and federal laws. On Page 35, Section 6B.1.6.7 it is indicated that the WVRJ receives stock in blister cards. A pharmacy or a wholesaler cannot simply put those medications in a card and label them as stock and still be in full regulatory compliance. A company must be an FDA-registered repackager or use the services of an FDA-registered repackager to legally repackage stock medications into blister cards or into any other packaging that results in a change to the original manufacturer's packaging if those repackaged cards are being sold to your facility as stock. **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**

- Being that the WVRJ is a law enforcement correctional institution, will you mandate that offerors comply with federal regulations and use an FDA-registered repackager if stock is sold to your facility in packaging (such as blister cards) that is different than the original manufacturer's packaging? **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**
- Will you require offerors at the time of proposal submittal to provide evidence such as the FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services as proof of FDA registration? **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**
- Will a offeror's failure to provide, at the time of proposal submittal, written documentation to prove that they comply with FDA repackaging regulations regarding the selling of stock medications deem that offeror non-compliant and therefore ineligible to receive an award? **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**
- If not, what process will you follow prior to awarding a contract to ensure offerors' compliance with federal and state laws regarding stock repackaging so a contract is not awarded to a offeror that is later discovered unable to comply, which would place your facility at risk for possible fines and disciplinary actions when inspected by regulatory agencies? **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**

Question # 6 - Credit

Regarding credit on returned medications, not all pharmacies apply the same safeguards once medications are returned to them. When a pharmacy reclaims medication for future re-dispensing (which is standard within the industry where permitted by law), if each individual bubble of the blister pack is not labeled with the medication's name and strength, lot number, and expiration date for those medications eligible for reclamation, tracking this information for a medication subsequently re-dispensed to your patients (if recalled or outdated) would be difficult if not impossible.

- To avert patient safety issues that will result from outdated or recalled medications being dispensed to the WVRJ, will you require the pharmacy to dispense medications in blister card packaging where each individual bubble of the blister card on those medications eligible for reclamation is labeled with the medication's name and strength, lot number, expiration date, and manufacturer's name? **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**
- Will a offeror's failure to provide proof of compliance (such as a sample blister card) at the time of proposal submittal deem a offeror who is unable to ensure inmate safety (in the event of a

medication recall) as non-responsive and therefore ineligible for an award? **WVRJ will require whoever the successful offeror is to comply with all state and federal regulations.**

Question # 7 – P&T Meeting

Page 56, Section 7.14.7 indicates that the Contractor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting with the WVRJ established pharmacy to include review of the formulary and non-formulary usage, provider prescribing practices....<cont.>”

- Can you please provide a copy of your two most recent P&T meeting agendas and supporting documents in order for offerors to best understand the current items of concern at the WVRJ so that solutions may be suggested in an Offeror’s response highlighting their clinical qualifications? **This information is not known as the current vendor considers this proprietary information.**

Question # 8 - Utilization Data

Medication utilization data is extremely important for offerors in determining a final and accurate bid rate in their response to your solicitation. Not providing actual utilization data to all offerors would result in an unfair competitive advantage to your incumbent provider who already has this information. All offerors, not just your incumbent provider, need the information to firmly establish their bid rates more accurately and intelligently and in the best interests of your facility during that portion of the evaluation.

Our understanding is that utilization information is not considered proprietary (as some offerors may lead you to believe), and therefore available without the need for a public records or FOIA request, since public money is used to pay for pharmacy services and medications under the current contract.

- So no unfair advantage is imparted to your incumbent pharmacy provider, can you please provide copies of your two most recent monthly pharmacy invoices or a two-month utilization report that includes actual pharmacy utilization data (with patient names redacted) as this information is readily available from recent pharmacy invoices or via a report that can quickly be generated by your current pharmacy vendor if requested by the WVRJ? **This information is not available because the current pharmacy service is incorporated into the Comprehensive Medical Contract.**

Question #9 - Electronic Reconciliation

Does your facility currently use a barcode electronic order reconciliation and medication return management system that is provided at no cost by your pharmacy vendor?

- If not, would you consider adding this requirement to your current solicitation, as manual daily order check-in and return processing time can be decreased by up to 75% and medication diversion potential will be virtually eliminated? **The requirements of this RFP will not be changed to suit the desires of the vendor.**

Question # 10 - Online Reporting

Does your facility currently have access to an online reporting dashboard provided by your current pharmacy for you to access meaningful and accurate reporting 24/7/365 that is provided at no cost?

- If not, would you consider adding this requirement to your current solicitation so your facility-level staff and administrators can analyze prescriber ordering trends and costs to better manage facility operations through accessible reporting? ***The requirements of this RFP will not be changed to suit the desires of the vendor.***

Question # 11 - Audited Financial Statements

Page 12, Section 3.2.4. Audited Financial Statements states that, "Provide audited financial statements for the most recent fiscal year and previous year to support the Contractor's financial capability to undertake and complete the performance of the contract."

Privately held companies do not typically disclose their highly confidential and highly sensitive audited financial statements, as their release could be detrimental to that company if accidentally or intentionally released into the public domain (even if clearly marked and identified as confidential).

- To ensure absolute confidentiality and non-disclosure of this sensitive information, how are offerors to designate and securely provide their confidential audited financial statements to the WVRJ so they are never released by accident or intentionally into the public domain? ***Please refer to RFP page 109 section F regarding redacted submittals for proprietary information.***
- Are offerors permitted to email their audited financial statements to the Procurement Officer in order to protect their confidentiality? ***Please refer to RFP page 109 section F regarding redacted submittals for proprietary information.***

Question # 12 – WVRJ Terms and Conditions

Page 108 of RFP, Item 11, appears to repeat earlier sections of the RFP regarding requirements. Are offerors to respond to the requested items on pages 108 through the end of the RFP if those were already responded to earlier in the Offerors proposal response? ***WVRJ asks that offerors make reference to where the information can be found in the response if it is duplicate information.***

Question # 13 – Prebid Attendees

Can the WVRJ please provide a listing of all attendees at the mandatory pre-proposal conference?

Question # 14 – Additional Questions ***Duplicate Question, please refer to Carilion Question #1.***

Will there be an opportunity to ask more questions, for clarification purposes, in the event responses to submitted questions are unclear? ***Not at this time.***

Questions from WellPath

1. Pg. 59- Phlebotomy Services: This section states the vendor needs to provide 1.0 FTE of Phlebotomist, this position is not listed on the matrix, please confirm WVRJ is mandating a 1.0 FTE of Phlebotomist be included in the proposal. ***The matrix published on page 92 is the current contracted staffing. Offerors are encouraged to propose the staffing they feel is suitable for the WVRJ. Page 59 references wanting 1.0 FTE of a Phlebotomist, if a offeror feels they can provide Phlebotomy services without dedicating 1.0 FTE they may propose the staffing they deem suitable. If a Phlebotomist is not proposed, the successful vendor is still responsible for providing Phlebotomy services.***

2. Pg. 73- Continuity of Care: This section states the vendor needs to provide a full-time discharge planner, this position is not listed on the matrix, please confirm WVRJ is mandating a full -time discharge planner be included in the proposal. ***The matrix published on page 92 is the current contracted staffing. Offerors are encouraged to propose the staffing they feel is suitable for the WVRJ. Page 73 references wanting 1.0 FTE of a Discharge Planner, if a offeror feels they can provide Discharge services without dedicating 1.0 FTE they may propose the staffing they deem suitable. If a Discharge Planner is not proposed, the successful vendor is still responsible for providing Discharge services***

3. Staffing Matrix: Please confirm that the staffing matrix included in the RFP reflects minimum requirements and that WVRJ is wanting all proposers to create a program utilizing their experience to meet the needs of WVRJ. ***The staffing Matrix on page 92 is the current contracted staffing. WVRJ encourages offerors to submit whatever staffing they feel is suitable for providing services at WVRJ.***

4. Pg. 80 - 7.40.2 - According to Section 7.40.2 the successful contractor will provide vision services on site. Will the capital equipment required for this service be purchased by the jail or the vendor? ***The offeror should make a proposal regarding how they would provide on-site vision services. Capital equipment is not required to provide this service.***

5. Pg. 12 – 3.2.2 and Pg. 15 – 4.2.2 Client List: Are you requiring 1 year or 5 years? Are you requesting all former contracts, or only those that were terminated or lost in rebid? ***Page 12 3.2.2 refers to terminated contracts or those where the vendor has been out-bid in the past 24 months. Page 15 4.2.2 client list of all clients (current or former) for the past 5 years.***

6. Pg. 12 – 3.2.3 and Pg. 15 – 4.3. Litigation History/Legal Action: Are you requesting 2 years or 5 years of all legal claims? ***Page 12 3.2.3 requests any legal action pending or settled against the company or corporate principals within the company in the past 48 months. Page 15 4.3 requests a listing of all legal claims closed and pending related to health services, problems or disputes over the firm's performance on contracts or projects held during the last five years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights-individual versus federal civil rights violation cases (identified as individual, or class action), or related to contract terms, termination, breach or failure to perform. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime contractor. The Contractor must also specifically disclose any jails, prisons, counties or states operating a jail or prison that the Contractor has sued. Failure to disclose such terminations may be grounds for the WVRJ to reject the proposal and eliminate it from further consideration.***

6. 2017 Current Contract Redacted Statistics

See the Following Eighteen (18) pages.

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: 

2017

Department:

Medical

HSA: 

Report Start Date:

January 1, 2017

Report End Date:

January 31, 2017

MEDICAL CHARGES

Co-Pays: 675

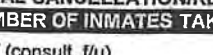
OTC(no charge slip): 311

Federal: 71

DOC: 30

Medical charge total: 1087

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1. 	Postpartum f/u rescheduled; RE: provider not in office
2. 	Refused HROB f/u (1/20/17); refused at OB
3. 	Refused Pain Management; RE: pump refill
4. 	OB consult rescheduled; RE: scheduling conflicts at OB

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 4

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

ENT (consult, f/u)	1
Imaging Services (CT, MRI, PET, U/S, etc...)	3
Infectious Disease Clinic (consult, f/u)	2
Interventional Radiology (consult, f/u)	1
Labor & Delivery	1
Neurology (consult, f/u)	1
OB/MFM	12
Oral Surgery (consult, procedure, f/u)	1
Ortho (consult, f/u, casting)	2
Pulmonology (consult, f/u)	1
Suboxone Treatment Center	2
Surgery (inpatient/outpatient)	1
Wound Care (consult, f/u)	1
Appointments Total:	29

PREGNANCY

Total Number of pregnant females for the month:

14

Delivered or Miscarried:

2

OB In house:

12

OB High Risk for the month:

3

OB Released/Furloughed/Transferred:

1

EMERGENCY ROOM

ED:

11

HOSPITAL

Admitted to Hospital:

3

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED]

2017

Department: Medical

HSA: [REDACTED]

Report Start Date: February 1, 2017

Report End Date: February 28, 2017

MEDICAL CHARGES

Co-Pays: 1069

OTC(no charge slip): 309

FED: 103

DOC: 39

Medical charge total: 1520

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1. [REDACTED]	ENT consult rescheduled; RE: scheduling conflict at ENT
2. [REDACTED]	HROB f/u cancelled; RE: patient delivered 2/6/17
3. [REDACTED]	MFM: weekly NST's (x3) cancelled; RE: patient delivered 2/6/17
4. [REDACTED]	Fetal Echocardiogram cancelled; RE: patient delivered 2/6/17
5. [REDACTED]	Ortho surgery rescheduled; RE: Patient not made NPO by RN
6. [REDACTED]	Ortho post-op rescheduled; RE: surgery rescheduled
7. [REDACTED]	OB consult rescheduled; RE: scheduling conflict
8. [REDACTED]	OB consult; patient released: 2/14/17
9. [REDACTED]	Refused Methadone Clinic consult; 2/15/17
10. [REDACTED]	Refused OB consult; 2/17/17
11. [REDACTED]	General Surgery consult cancelled; RE: patient released 2/16/17

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 11

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

Cardiology/Cardiothoracic/Heart Failure Clinic (consult, f/u)	2
Imaging Services (CT, MRI, PET, U/S, etc...)	1
Infectious Disease Clinic (consult, f/u)	3
Methadone Clinic	2
Nephrology (consult, f/u)	3
Neurology (consult, f/u)	1
OB/MFM	11
Ortho (consult, f/u, casting)	3
Prosthetics (consult, f/u)	1
Surgery (inpatient/outpatient)	1
Appointments Total:	28

PREGNANCY

Total Number of pregnant females for the month: 14

Delivered or Miscarried: 2

OB in house: 10

OB High Risk for the month: 3

OB Released/Furloughed/Transferred: 4

EMERGENCY ROOM

ED: 9

HOSPITAL

Admitted to Hospital: 6

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED]

2017

Department: Medical

HSA: [REDACTED]

Report Start Date: March 1, 2017

Report End Date: March 31, 2017

MEDICAL CHARGES

Co-Pays: 1271

FED: 127

DOC: 41

Medical charge total: 1439

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1.	[REDACTED]	Refused IDC: 3/3/17
2.	[REDACTED]	U/S rescheduled; RE: per MFM
3.	[REDACTED]	Refused postpartum f/u: 3/7/17
4.	[REDACTED]	MFM rescheduled; RE: scheduling conflict
5.	[REDACTED]	Postpartum f/u rescheduled; RE: scheduling conflict
6.	[REDACTED]	Roanoke Methadone f/u cancelled 3/10/17: received medications on 3/9/17
7.	[REDACTED]	Vistar rescheduled; RE: scheduling conflict
8.	[REDACTED]	Therapy rescheduled; RE: per Carilion 3/13/17
9.	[REDACTED]	Cardiothoracic f/u; patient released: 3/6/17
10.	[REDACTED]	Vascular Surgery f/u; patient released: 3/6/17
11.	[REDACTED]	Roanoke Methadone appt. rescheduled per Clinic
12.	[REDACTED]	Roanoke Methadone f/u cancelled; RE: new schedule
13.	[REDACTED]	Foot & Ankle appt. cancelled; RE: Per PA, patient to f/u on-site
14.	[REDACTED]	Postpartum f/u; patient released: 3/7/17
15.	[REDACTED]	MFM appt. rescheduled; RE: Carilion OB told patient about appointment at OB visit on 3/21/17
16.	[REDACTED]	Imaging appointment; RE: transferred: 3/25/17
17.	[REDACTED]	Vistar rescheduled; RE: scheduling conflict

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 17

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

ENT (consult, f/u)	1
Imaging Services (CT, MRI, PET, U/S, etc...)	4
Methadone Clinic	7
Nephrology (consult, f/u)	3
OB/MFM	13
Oral Surgery (consult, f/u)	1
Ortho (consult, f/u, casting)	6
Outpatient therapy	3
Surgery/outpatient procedure	3
Vistar (eye exam)	1
Wound Care (consult, f/u)	1
Appointments Total:	43

PREGNANCY

Total Number of pregnant females for the month:

18

**Western Virginia Regional Jail
Medical Department**

Delivered or Miscarried:	1	[REDACTED]
		[REDACTED]
OB In house:	15	[REDACTED]
OB High Risk for the month:	1	[REDACTED]
OB Released/Furloughed/Transferred:	2	[REDACTED]
EMERGENCY ROOM		
ED:	16	[REDACTED]
		[REDACTED]
HOSPITAL		
Admitted to Hospital:	2	[REDACTED]
		[REDACTED]

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED] 2017

Department: Medical HSA: [REDACTED]

Report Start Date: April 1, 2017 Report End Date: April 30, 2017

MEDICAL CHARGES

Co-Pays: 913 FED: 58 DOC: 39

Medical charge total: 1010

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1.	[REDACTED]	Methadone Clinic; patient released; 4/1/17
2.	[REDACTED]	Imaging; RE: MRI; patient transferred: 4/5/17
3.	[REDACTED]	IR f/u; patient released: 4/5/17
4.	[REDACTED]	CT rescheduled; RE: scheduling conflict
5.	[REDACTED]	OB f/u; transferred: 4/6/17
6.	[REDACTED]	OB consult; transferred: 4/6/17
7.	[REDACTED]	Urology consult rescheduled; RE: scheduling conflict
8.	[REDACTED]	Imaging rescheduled; RE: scheduling conflict
9.	[REDACTED]	Treatment Center consult cancelled; RE: per Treatment Center
10.	[REDACTED]	Treatment Center 1 week med pick-up cancelled per Tx Center
11.	[REDACTED]	Treatment Center 28 day supply med pick-up cancelled per Tx Center
12.	[REDACTED]	General Surgery consult; RE: patient released 4/11/17
13.	[REDACTED]	OB consult; RE: patient released 4/10/17
14.	[REDACTED]	HROB f/u; RE: patient released 4/18/17
15.	[REDACTED]	Outpatient Therapy cancelled; RE: scheduling conflict
16.	[REDACTED]	Treatment Center 1 week med pick-up cancelled per Tx Center
17.	[REDACTED]	Ortho f/u rescheduled; RE: patient at court on 4/20/17
18.	[REDACTED]	OB Consult rescheduled per OB
19.	[REDACTED]	Imaging cancelled; RE: patient at court 4/26/17
20.	[REDACTED]	IDC appointment cancelled; RE: patient refused (refusal obtained)
21.	[REDACTED]	OB f/u cancelled; RE: patient released 4/25/17

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 21

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

Imaging Services (CT, MRI, PET, U/S, etc...)	1
Infectious Disease (consult, f/u)	2
Interventional Radiology	1
Methadone Clinic/Treatment Center	3
Nephrology (consult, f/u)	1
OB/MFM	17
Ortho (consult, f/u, casting)	3
Outpatient therapy	3
Prosthetics (fitting/adjusting, f/u)	1
Vistar (eye exam)	1
Wound Care (consult, f/u)	2
Appointments Total:	35

PREGNANCY

Total Number of pregnant females for the month:

20

Western Virginia Regional Jail
Medical Department

Delivered or Miscarried:	1	
	15	
OB In house:	1	
OB High Risk for the month:	2	
OB Released/Furloughed/Transferred:		
EMERGENCY ROOM		
ED:	16	
HOSPITAL		
Admitted to Hospital:	2	

Western Virginia Regional Jail Medical Department

Statistics		
Administrative Assistant:	[REDACTED]	2017
Department:	Medical	HSA: [REDACTED]
Report Start Date:	May 1, 2017	Report End Date: May 31, 2017
MEDICAL CHARGES		
Co-Pays: 1033	FED: 58	DOC: 31
Medical charge total: 1122		
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER		
1. [REDACTED]	5/10/17: refused Ortho f/u	
2. [REDACTED]	OB Consult; RE: patient released 5/11/17	
3. [REDACTED]	Wound care f/u rescheduled to 6/5/17; RE: security request	
4. [REDACTED]	OB f/u; patient released 5/20/17	
5. [REDACTED]	OB consult rescheduled to 6/12/17, per OB; RE: provider not in office	
TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 5		
NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS		
Imaging Services (CT, MRI, PET, US, etc...)	5	
Infectious Disease (consult, f/u)	2	
Nephrology (consult, f/u)	4	
OB/MFM	19	
Ortho (consult, f/u, casting)	2	
Plastics (consult, f/u)	1	
Urology (consult, f/u)	1	
Appointments Total:	34	
PREGNANCY Data		
Total Number of pregnant females for the month:	16	[REDACTED]
Delivered or Miscarried:	0	[REDACTED]
OB In house:	13	[REDACTED]
OB High Risk for the month:	6	[REDACTED]
OB Released/Furloughed/Transferred:	3	[REDACTED]
EMERGENCY ROOM		
ED:	12	[REDACTED]
HOSPITAL		
Admitted to Hospital:	4	[REDACTED]

Western Virginia Regional Jail Medical Department

Statistics		
Administrative Assistant:		2017
Department:	Medical	HSA
Report Start Date:	June 1, 2017	Report End Date: June 30, 2017
MEDICAL CHARGES		
Co-Pays: 801	FED: 46	DOC: 16
Medical charge total: 863		
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER		
1. 	OB f/u cancelled (6/2/17); RE: patient delivered 6/1/17	
2. 	MFM appt. rescheduled; RE: transportation/security reasonings	
3. 	Nephrology f/u; RE: patient refused due to personal hygiene issues. Appt rescheduled to 6/29/17	
4. 	Blue Ridge Cancer Care; RE: patient released 6/10/17	
5. 	PET Scan rescheduled; RE: transportation request (stuck in traffic)	
6. 	OB f/u cancelled 6/26/17; RE: patient at court	
7. 	Colposcopy cancelled; RE: patient refused and was transferred to RCJ	
8. 	OB f/u on 6/28/17 rescheduled to 6/30/17; RE: court scheduled for 6/28/17	
9. 	OB f/u on 6/30/17; RE: patient released: 6/28/17	
TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER:		
NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS		
General Surgery (consult, f/u)	1	
Imaging Services (CT, MRI, PET, U/S, etc...)	6	
Infectious Disease (consult, f/u)	1	
Interventional Radiology (consult, f/u)	1	
Nephrology (consult, f/u)	2	
OB/MFM	23	
Ortho (consult, f/u, casting)	2	
Plastics (consult, f/u)	1	
Prosthetics (consult, f/u)	1	
Surgical Clinic (consult, f/u)	2	
Vistar (eye/vision exam)	1	
Wound Care	2	
Appointments Total:	43	
PREGNANCY		
Total Number of pregnant females for the month:	16	
Delivered or Miscarried:	1	
OB In house:	9	
OB High Risk for the month:	5	
OB Released/Furloughed/Transferred:	6	

**Western Virginia Regional Jail
Medical Department**

Delivered or Miscarried:	0	
OB In house:	12	
OB High Risk for the month:	2	
OB Released/Furloughed/Transferred:	8	
EMERGENCY ROOM ED:	9	
HOSPITAL		
Admitted to Hospital:	6	

Western Virginia Regional Jail Medical Department

Statistics		
Administrative Assistant:		2017
Department:	Medical	HSA:
Report Start Date:	July 1, 2017	Report End Date: July 31, 2017
MEDICAL CHARGES		
Co-Pays: 846	FED: 139	DOC: 15
Medical charge total: 1000		
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER		
1.	OB f/u; rescheduled; RE: scheduling conflict (7/18/17)	
2.	Outpatient procedure rescheduled per IR	
3.	OB Psychiatry appt. cancelled; RE: OB told patient	
4.	Cardiology f/u cancelled; RE: provider not in office	
5.	Eye f/u rescheduled; RE: court (7/26/17)	
6.	HROB f/u rescheduled; RE: scheduled incorrectly	
7.	ECG/PT/BBG scheduled; unable to obtain IV for procedure (7/29/17)	
TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 7		
NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS		
Cardiology (consult, f/u)	4	
General Surgery (consult, f/u)	1	
Imaging Services (CT, MRI, PET, U/S, etc...)	6	
Infectious Disease (consult, f/u)	2	
Nephrology (consult, f/u)	1	
OB/MFM	20	
Ortho (consult, f/u, casting)	4	
Outpatient Procedures (surgery, etc.)	2	
Plastics (consult, f/u)	2	
Urology (consult, f/u)	1	
Vascular Lab	1	
Vistar (eye/vision exam)	1	
Wound Care	1	
Appointments Total:	46	
PREGNANCY		
Total Number of pregnant females for the month:	16	
Delivered or Miscarried:		
OB In house:	16	
OB High Risk for the month:	4	
OB Released/Furloughed/Transferred:	0	
EMERGENCY ROOM		
ED:	12	
HOSPITAL		
Admitted to Hospital:	3	

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: 

2017

Department: Medical

HSA: 

Report Start Date: August 1, 2017

Report End Date: August 31, 2017

MEDICAL CHARGES

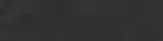
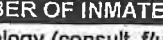
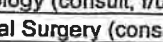
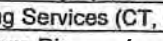
Co-Pays: 1067

FED: 39

DOC: 10

Medical charge total: 1116

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1.		Refused Wound Care f/u (8/1/17)
2.		Refused HROB f/u (8/2/17-refused at OB)
3.		Refused Nephrology f/u (8/3/17)
4.		Rescheduled CT (8/7/17)
5.		Rescheduled OB f/u, per OB (8/9/17)
6.		Cancelled OB f/u (8/9/17); RE: sent to L&D 8/6/17
7.		Rescheduled OB Consult (8/10/17)
8.		Pt did not attend Ortho f/u (8/10/17); RE: released 8/3/17
9.		Pt did not attend OB consult (8/17/17); RE: released 8/7/17
10.		Rescheduled OB f/u (8/17/17)
11.		Rescheduled OB consult (8/17/17)
12.		Patient did not attend Ortho f/u (8/18/17); RE: released 8/13/17
13.		Patient did not attend OB f/u (8/21/17); RE: released 8/17/17
14.		Refused Neurosurgery f/u (8/22/17)
15.		Rescheduled OB consult (8/23/17)
16.		Rescheduled OB consult (8/28/17)
17.		Patient did not attend Nuchal U/S (8/29/17); RE: released 8/16/17
18.		Patient did not attend GI consult (8/31/17); RE: transferred 8/16/17
19.		Rescheduled Cardiology f/u (8/31/17)

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 19

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

Cardiology (consult, f/u)	1
General Surgery (consult, f/u)	1
Imaging Services (CT, MRI, PET, U/S, etc...)	7
Infectious Disease (consult, f/u)	1
OB/MFM	21
Ortho (consult, f/u, casting)	5
Podiatry (consult, f/u)	2
Urology (consult, f/u)	2
Vistar (eye/vision exam)	1
Appointments Total:	41

PREGNANCY

Total Number of pregnant females for the month:

22

Delivered or Miscarried:

2

**Western Virginia Regional Jail
Medical Department**

OB In house:	14	
OB High Risk for the month:	4	
OB Released/Furloughed/Transferred:	9	
EMERGENCY ROOM		
ED:	12	
HOSPITAL		
Admitted to Hospital:	5	

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED]

2017

Department: Medical

HSA: [REDACTED]

Report Start Date: September 1, 2017

Report End Date: September 29, 2017

MEDICAL CHARGES

Co-Pays: 878

FED: 62

DOC: 13

Medical charge total: 953

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1. [REDACTED]	Cancelled Nephrology f/u (9/7/17), per RMD
2. [REDACTED]	Rescheduled MRI (9/6/17); RE: patient aware of date/time.
3. [REDACTED]	Podiatry f/u (9/12/17) cancelled; RE: patient released 9/6/17
4. [REDACTED]	OB f/u cancelled (9/11/17); RE: patient furloughed 9/11/17
5. [REDACTED]	Refused Ortho f/u (9/13/17)
6. [REDACTED]	Transferred 9/14/17; cancelled OB consult (9/14/17)
7. [REDACTED]	Rescheduled Vistar f/u (9/14/17); RE: scheduling conflict
8. [REDACTED]	Cancelled Imaging appt. (9/18/17); RE: released 9/14/17
9. [REDACTED]	Rescheduled postpartum f/u (9/18/17); RE: scheduling conflict
10. [REDACTED]	Refused IDC f/u (9/19/17)
11. [REDACTED]	Cancelled outpatient procedure (9/20/17); RE: released 9/14/17
12. [REDACTED]	Rescheduled OB f/u (9/21/17); RE: court
13. [REDACTED]	Refused Urology f/u (9/21/17)
14. [REDACTED]	Rescheduled post-op f/u (9/22/17); RE: per Carilion NRV Urology
15. [REDACTED]	Cancelled U/S (9/22/17); RE: patient delivered 9/20/17
16. [REDACTED]	Rescheduled Ortho f/u (9/25/17); RE: scheduling conflict
17. [REDACTED]	Cancelled HROB f/u (9/25/17); RE: patient delivered 9/20/17
18. [REDACTED]	Rescheduled Cardiology f/u (9/27/17); RE: scheduling conflict
19. [REDACTED]	Rescheduled IDC f/u (9/29/17); RE: scheduling conflict
20. [REDACTED]	Cancelled Ortho f/u (9/29/17); RE: per Dr. MacDonald no need

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 20

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

Cardiology (consult, f/u)	1
General Surgery (consult, f/u)	2
ENT (consult, f/u)	1
Imaging Services (CT, MRI, PET, U/S, etc...)	3
Infectious Disease (consult, f/u)	1
Neurology (consult, f/u)	1
OB/MFM	21
Oncology (consult, f/u)	1
Oral Surgery (consult, f/u)	1
Ortho (consult, f/u, casting)	4
Outpatient Surgery	1
Urology (consult, f/u)	1
Wound Care (consult, f/u)	2
Appointments Total:	40

PREGNANCY

Total Number of pregnant females for the month:

17

Western Virginia Regional Jail
Medical Department

Delivered or Miscarried:	1	
OB In house:	9	
OB High Risk for the month:	4	
OB Released/Furloughed/Transferred:	7	
EMERGENCY ROOM		
ED:	23	
HOSPITAL		
Admitted to Hospital:	8	

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED] 2017

Department: Medical HSA [REDACTED]

Report Start Date: October 1, 2017 Report End Date: October 31, 2017

MEDICAL CHARGES

Co-Pays: 1160 FED: 73 DOC: 7

Medical charge total: 1240

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1.	[REDACTED]	Rescheduled Oral Sx f/u (10/2/17); RE: pt in hospital
2.	[REDACTED]	Cancelled Trauma Services f/u (10/2/17); RE: per Carilion
3.	[REDACTED]	Rescheduled Imaging appt. (10/3/17); RE: court
4.	[REDACTED]	Rescheduled General Surgery consult (10/3/17); RE: scheduled incorrectly
5.	[REDACTED]	Rescheduled ENT f/u (10/9/17); RE: HOLIDAY for transportation
6.	[REDACTED]	Cancelled Ortho f/u (10/3/17); Per Dr. MacDonald
7.	[REDACTED]	Rescheduled HROB f/u (10/9/17); RE: HOLIDAY for transportation
8.	[REDACTED]	Cardiology f/u (10/10/17); RE: pt transferred on 10/3/17
9.	[REDACTED]	Cancelled ENT f/u (10/11/17); RE: patient refused
10.	[REDACTED]	HROB f/u on 10/12/17 rescheduled; RE: scheduling conflict
11.	[REDACTED]	Cancelled VA Prosthetics appt. (10/13/17); RE: refused
12.	[REDACTED]	Rescheduled Cardiology NST (10/18/17); RE: non-compliant with instructions given
13.	[REDACTED]	OB f/u (10/18/17); RE: released 10/17/17
14.	[REDACTED]	Rescheduled HROB f/u (10/19/17); RE: refused
15.	[REDACTED]	Post-op f/u (10/20/17); RE: released 10/2/17
16.	[REDACTED]	Cancelled IDC f/u (10/24/17); RE: refused
17.	[REDACTED]	Oral Sx f/u (10/25/17); released 10/13/17
18.	[REDACTED]	HROB f/u (10/26/17); released 10/25/17
19.	[REDACTED]	MFM f/u (10/27/17); released 10/25/17
20.	[REDACTED]	Cancelled outpatient surgery (10/31/17); RE: per Dr. MacDonald

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 20

NUMBER OF PATIENTS TAKEN TO OUTSIDE APPOINTMENTS

Cardiology (consult, f/u)	1
Gastroenterology (consult, f/u)	1
General Surgery (consult, f/u)	1
ENT (consult, f/u)	1
Imaging Services (CT, MRI, PET, U/S, etc...)	4
Infectious Disease (consult, f/u)	1
Neurosurgery (consult, f/u)	1
OB/MFM	17
Oncology (consult, f/u)	1
Ophthalmology/Optometry	1
Ortho (consult, f/u, casting)	2
Outpatient Surgery	1
Urology (consult, f/u)	1
Appointments Total:	33

PREGNANCY

Total Number of pregnant females for the month:

12

Western Virginia Regional Jail
Medical Department

Delivered or Miscarried:	1	
OB In house:	4	
OB High Risk for the month:		
OB Released/Furloughed/Transferred:	8	
EMERGENCY ROOM		
ED:	11	
HOSPITAL		
Admitted to Hospital:	7	

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED]

2017

Department:

Medical

HSA: [REDACTED]

Report Start Date:

November 1, 2017

Report End Date:

November 30, 2017

MEDICAL CHARGES

Co-Pays: 824

FED: 36

DOC: 7

Medical charge total: 867

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1. [REDACTED]	Refused IDC f/u on 11/2/17
2. [REDACTED]	Refused PET Scan on 11/9/17; rescheduled per provider
3. [REDACTED]	Rescheduled NST on 11/15/17; RE: patient consumed caffeine
4. [REDACTED]	Rescheduled Oncology f/u on 11/16/17; RE: court
5. [REDACTED]	C-Section on 11/17/17; patient released on 11/9/17
6. [REDACTED]	Fetal ECHO on 11/29/17; released from custody: 11/28/17

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 6

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

ENT (consult, f/u)	2
Imaging Services (CT, MRI, PET, U/S, etc...)	3
Infectious Disease (consult, f/u)	1
OB/MFM	9
Oncology (consult, f/u)	2
Ophthalmology/Optomety	1
Ortho (consult, f/u, casting)	1
Outpatient Surgery	1
Pulmonology (consult, f/u)	1
Urology (consult, f/u)	3
Wound Care (consult, f/u)	1
Appointments Total:	25

PREGNANCY

Total Number of pregnant females for the month:

9

Delivered or Miscarried:

1

OB In house:

5

OB High Risk for the month:

3

OB Released/Furloughed/Transferred:

3

EMERGENCY ROOM

ED:

14

HOSPITAL

Admitted to Hospital:

5

Western Virginia Regional Jail Medical Department

Statistics

Administrative Assistant: [REDACTED]

2017

Department: Medical

HSA: [REDACTED]

Report Start Date: December 1, 2017

Report End Date: December 31, 2017

MEDICAL CHARGES

Co-Pays: 765

FED: 36

DOC: 9

Medical charge total: 810

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1. [REDACTED]	Released 11/28/17; OB f/u 12/1/17
2. [REDACTED]	Cancelled oncology f/u 12/1/17; RE: TDO on 11/30/17
3. [REDACTED]	Cancelled HROB f/u 12/4/17; RE: ED/L&D: 12/2/17
4. [REDACTED]	Cancelled HROB f/u 12/7/17; RE: ED/L&D: 12/2/17
5. [REDACTED]	Released 12/5/17; Imaging appt. 12/26/17
6. [REDACTED]	Released 12/5/17; OB f/u 12/28/17
7. [REDACTED]	Rescheduled NST 12/12/17; RE: patient medication not on hold; new appointment on 1/11/18
8. [REDACTED]	Cancelled PET scan 12/28/17; RE: Per Carilion ENT

TOTAL CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER: 8

NUMBER OF INMATES TAKEN TO OUTSIDE APPOINTMENTS

Dentistry (consult, f/u)	1
ENT (consult, f/u)	3
General Surgery (consult, f/u)	1
Imaging Services (CT, MRI, PET, U/S, etc...)	5
OB/MFM	5
Oncology (consult, f/u)	3
Ortho (consult, f/u, casting)	1
Podiatry (consult, f/u)	1
Urology (consult, f/u)	1
Appointments Total:	21

PREGNANCY

Total Number of pregnant females for the month:	7
Delivered or Miscarried:	1
OB In house:	4
OB High Risk for the month:	2
OB Released/Furloughed/Transferred:	2

EMERGENCY ROOM

ED:	11

HOSPITAL

Admitted to Hospital:	9

7. Current Contract and Amendments

See the Following Eighty Eight (88) pages.

**EIGHTEENTH AMENDMENT TO THE
INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective November 1, 2018)**

This Eighteenth Amendment, effective November 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, Parties have previously agreed to extend the Agreement through December 31, 2018; and

WHEREAS, Parties have determined that it is necessary and in the best interest of Covered Persons to add an additional Eighty-Four (84) hours (or 2.10 FTEs) per week of licensed practical nurse (LPN) services to the Agreement; and

WHEREAS, the Parties agree to increase the base compensation for such additional services; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE X, SECTION "BASE COMPENSATION" OF THE AGREEMENT.** The Agreement shall be amended by adding a third paragraph stating:

For the extension period November 1, 2018 through December 31, 2018 the monthly base compensation shall be \$268,442.49 to be invoiced in two separate amounts: (1) the base compensation prior to grant funded positions of \$264,894.49, and (2) the grant funded four hours (0.10 FTEs) of Psychiatrist services of \$3,548.00 and shall be payable under the same terms and conditions above.

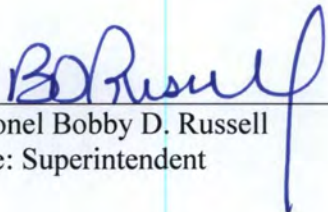
For the extension period September 1, 2018 through October 31, 2018 the monthly base compensation shall be \$253,923.66 to be invoiced in two separate amounts: (1) the base compensation prior to grant funded positions of \$250,375.66, and (2) the grant funded four hours (0.10 FTEs) of Psychiatrist services of \$3,548.00 and shall be payable under the same terms and conditions above.

3. **AMENDMENT TO ATTACHMENT B OF AGREEMENT "STAFFING MATRIX."** The Agreement shall be amended by replacing the Attachment B in its entirety with the Attachment B attached herein and made a part of this Amendment by this reference.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

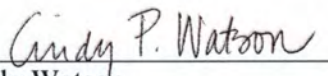
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Cindy Watson
COO, Local Detention Division

**ATTACHMENT B
STAFFING MATRIX**

CORRECT CARE SOLUTIONS									
West Virginia Regional Jail Authority								Effective 11/1/2018	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40.00	1.000
Medical Director					8			8.00	0.200
Mid-level Provider	8	8	8	8				32.00	0.800
Director of Nursing	8	8	8	8	8			40.00	1.000
Administrative Assistant	8	8	8	8	8			40.00	1.000
Medical Records	8	8	8	8	8			40.00	1.000
Intake RN	8	8	8	8	8			40.00	1.000
RN						16	8	24.00	0.600
LPN - Clinic	8	8	8	8	8			40.00	1.000
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Dentist	10							10.00	0.250
Dental Assistant	10							10.00	0.250
Psychiatrist	4	4						8.00	0.200
Psychiatrist - MAT Program	2	2						4.00	0.100
Psychiatric Nurse Practitioner	4	4	4	4	4			20.00	0.500
Mental Health Coordinator	8	8	8	8	8			40.00	1.000
Mental Health Professional - Unlicensed			8		8			16.00	0.400
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600
TOTAL HOURS/FTE-Day								588.00	14.700
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Medic	6	6	6	6	6	6	6	42.00	1.050
LPN	4	4	4	4	4	4	4	28.00	0.700
TOTAL HOURS/FTE-Evening								238.00	5.950
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
LPN	8	8	8	8	8	8	8	56.00	1.400
TOTAL HOURS/FTE-Night								168.00	4.200
TOTAL HOURS/FTE per week								994.00	24.850

**SEVENTEENTH AMENDMENT TO THE
INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective September 1, 2018)**

This Seventeenth Amendment, effective September 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, Parties have agreed to extend the Agreement through December 31, 2018; and

WHEREAS, Parties have determined that it is necessary and in the best interest of Covered Persons to add an additional sixteen (16) hours per week of unlicensed mental health professional services to the Agreement; and

WHEREAS, the Parties agree to increase the base compensation for such additional services; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 8.1 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.1 in its entirety and inserting the following language in lieu thereof:

8.1 Term. The term of this Agreement shall begin on February 1, 2009 and shall end on December 31, 2018.

3. **AMENDMENT TO ARTICLE X, SECTION "BASE COMPENSATION" OF THE AGREEMENT.** The Agreement shall be amended by adding a third paragraph stating:

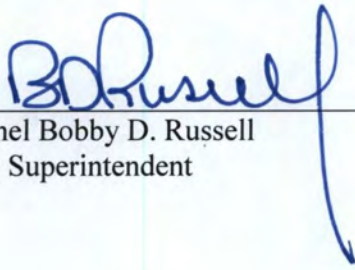
For the extension period September 1, 2018 through December 31, 2018 the monthly base compensation shall be \$253,923.66 to be invoiced in two separate amounts: (1) the base compensation prior to grant funded positions of \$250,375.66, and (2) the grant funded four hours (0.10 FTEs) of Psychiatrist services of \$3,548.00 and shall be payable under the same terms and conditions above.

4. **AMENDMENT TO ATTACHMENT B OF AGREEMENT "STAFFING MATRIX."** The Agreement shall be amended by replacing the Attachment B in its entirety with the Attachment B attached herein and made a part of this Amendment by this reference.
5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

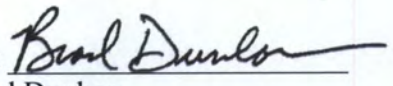
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Brad Dunbar
Title: EVP, Local Detention Division

ATTACHMENT B
EFFECTIVE 9/1/2018
Staffing Matrix

CORRECT CARE SOLUTIONS									
West Virginia Regional Jail Authority								Effective 9/1/2018	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40.00	1.000
Medical Director					8			8.00	0.200
Mid-level Provider	8	8	8	8				32.00	0.800
Director of Nursing	8	8	8	8	8			40.00	1.000
Administrative Assistant	8	8	8	8	8			40.00	1.000
Medical Records	8	8	8	8	8			40.00	1.000
Intake RN	8	8	8	8	8			40.00	1.000
RN						16	8	24.00	0.600
LPN - Clinic	8	8	8	8	8			40.00	1.000
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Dentist	10							10.00	0.250
Dental Assistant	10							10.00	0.250
Psychiatrist	4	4						8.00	0.200
Psychiatrist - MAT Program	2	2						4.00	0.100
Psychiatric Nurse Practitioner	4	4	4	4	4			20.00	0.500
Mental Health Coordinator	8	8	8	8	8			40.00	1.000
Mental Health Professional - Unlicensed			8		8			16.00	0.400
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125
TOTAL HOURS/FTE-Day								593.00	14.825
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Medic	6	6	6	6	6	6	6	42.00	1.050
TOTAL HOURS/FTE-Evening								210.00	5.250
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
TOTAL HOURS/FTE-Night								112.00	2.800
TOTAL HOURS/FTE per week								915.00	22.875

Remain
 (Bog)

**SIXTEENTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective July 1, 2018)**

This Sixteenth Amendment, effective July 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, Parties have determined that it is necessary and in the best interest of Covered Persons to add an additional four (4) hours per week of Psychiatrist Services to the Agreement for mental health coverage to Covered Persons participating in the Alpha residential substance abuse program; and

WHEREAS, the Parties agree that the additional services will be paid from a grant and will be invoiced separately from the current monthly base compensation; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 8.1 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.1 in its entirety and inserting the following language in lieu thereof:

8.1 Term. The term of this Agreement shall begin on February 1, 2009 and shall end on August 31, 2018.

3. **AMENDMENT TO ARTICLE X, SECTION "BASE COMPENSATION" OF THE AGREEMENT.** The Agreement shall be amended by adding a second paragraph stating:

For the extension period July 1, 2018 through August 31, 2018 the monthly base compensation shall be \$247,923.66 to be invoiced in two separate amounts: (1) the base compensation prior to grant funded positions of \$244,375.66, and (2) the grant funded four hours (0.10 FTEs) of Psychiatrist services of \$3,548.00 and shall be payable under the same terms and conditions above.

4. **AMENDMENT TO ATTACHMENT B OF AGREEMENT "STAFFING MATRIX."** The Agreement shall be amended by replacing the Attachment B in

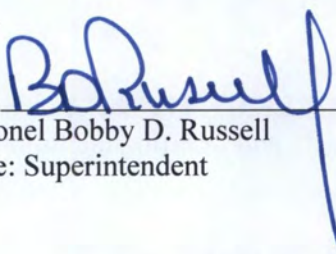
its entirety with the Attachment B attached herein and made a part of this Amendment by this reference.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

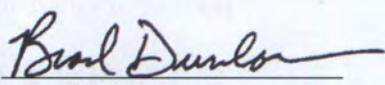
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Brad Dunbar
Title: EVP, Local Detention Division

ATTACHMENT B
Effective 7/1/2018
Staffing Matrix

CORRECT CARE SOLUTIONS									
West Virginia Regional Jail Authority								Effective 7/1/2018	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40.00	1.000
Medical Director					8			8.00	0.200
Mid-level Provider	8	8	8	8				32.00	0.800
Director of Nursing	8	8	8	8	8			40.00	1.000
Administrative Assistant	8	8	8	8	8			40.00	1.000
Medical Records	8	8	8	8	8			40.00	1.000
Intake RN	8	8	8	8	8			40.00	1.000
RN						16	8	24.00	0.600
LPN - Clinic	8	8	8	8	8			40.00	1.000
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Dentist	10							10.00	0.250
Dental Assistant	10							10.00	0.250
Psychiatrist	4	4						8.00	0.200
Psychiatrist - MAT Program	2	2						4.00	0.100
Psychiatric Nurse Practitioner	4	4	4	4	4			20.00	0.500
Mental Health Coordinator	8	8	8	8	8			40.00	1.000
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125
TOTAL HOURS/FTE-Day								577.00	14.425
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Medic	6	6	6	6	6	6	6	42.00	1.050
TOTAL HOURS/FTE-Evening								210.00	5.250
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
TOTAL HOURS/FTE-Night								112.00	2.800
TOTAL HOURS/FTE per week								899.00	22.475

REMOVED
BD2

**FIFTEENTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective March 1, 2018)**

This Fifteenth Amendment, effective March 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Agreement is set to expire on February 28, 2018; and

WHEREAS, the Parties desire to extend the Agreement for an additional four month period to June 30, 2018; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 8.1 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.1 in its entirety and inserting the following language in lieu thereof:

8.1 Term. The term of this Agreement shall begin on February 1, 2009 and shall end on June 30, 2018.
3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Chris Bove
Title: Chief Operating Officer

EXHIBIT A

Staffing Matrix

CORRECT CARE SOLUTIONS										
Western Virginia Regional Jail							Effective April 1, 2017			
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
DAY SHIFT										
Health Services Administrator	8	8	8	8	8			40.00	1.000	
Medical Director					8			8.00	0.200	
Mid-level Provider	8	8	8	8				32.00	0.800	
Director of Nursing	8	8	8	8	8			40.00	1.000	
Administrative Assistant	8	8	8	8	8			40.00	1.000	
Medical Records	8	8	8	8	8			40.00	1.000	
Intake RN	8	8	8	8	8			40.00	1.000	
RN						8	8	16.00	0.400	
LPN - Clinic	8	8	8	8	8			40.00	1.000	
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
Dentist	10							10.00	0.250	
Dental Assistant	10							10.00	0.250	
Psychiatrist	4	4	4	4	4			20.00	0.500	
Mental Health Coordinator	8	8	8	8	8			40.00	1.000	
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600	
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125	
TOTAL HOURS/FTE-Day								557.00	13.925	
EVENING SHIFT										
RN	8	8	8	8	8	8	8	56.00	1.400	
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
Medic	6	6	6	6	6	6	6	42.00	1.050	
TOTAL HOURS/FTE-Evening								210.00	5.250	
NIGHT SHIFT										
RN	8	8	8	8	8	8	8	56.00	1.400	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
TOTAL HOURS/FTE-Night								112.00	2.800	
TOTAL HOURS/FTE per week								879.00	21.975	

**FOURTEENTH AMENDMENT TO THE
INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective March 1, 2018)**

This Fourteenth Amendment, effective March 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Parties desire to amend the Health Care Staff staffing plan by adding 8 hours of RN staffing services on Saturdays; and

WHEREAS, the Parties desire to amend the annual compensation to account for the additional staffing services provided; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **ADDITION OF STAFFING MATRIX TO THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A is an accurate representation of the Health Care Staff required under the Agreement and is hereby incorporated into the Agreement as Exhibit A; as a result of such, any prior staffing matrices and or requirements shall be null and void.
3. **AMENDMENT TO ARTICLE X COMPENSATION, SUBSECTION "BASE COMPENATION."** The Parties agree that the first sentence of the section titled "Base Compensation" shall be deleted in its entirety and replaced with the following language in lieu thereof:

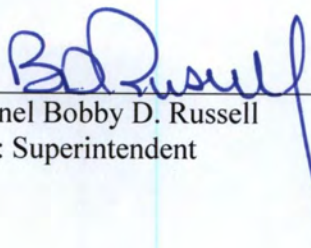
"The Jail will pay Conmed an annualized base compensation of \$2,307,817.56, payable in equal monthly installments of \$192,318.13 each month.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Chris Bove
Title: Chief Operating Officer

EXHIBIT A

Staffing Matrix

Conmed									
West Virginia Regional Jail Authority								Effective 3/1/2018	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40.00	1.000
Medical Director					8			8.00	0.200
Mid-level Provider	8	8	8	8				32.00	0.800
Director of Nursing	8	8	8	8	8			40.00	1.000
Administrative Assistant	8	8	8	8	8			40.00	1.000
Medical Records	8	8	8	8	8			40.00	1.000
Intake RN	8	8	8	8	8			40.00	1.000
RN						16	8	24.00	0.600
LPN - Clinic	8	8	8	8	8			40.00	1.000
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Dentist	10							10.00	0.250
Dental Assistant	10							10.00	0.250
Psychiatrist	4	4						8.00	0.200
Psychiatric Nurse Practitioner	4	4	4	4	4			20.00	0.500
Mental Health Coordinator	8	8	8	8	8			40.00	1.000
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125
TOTAL HOURS/FTE-Day								573.00	14.325
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Medic	6	6	6	6	6	6	6	42.00	1.050
TOTAL HOURS/FTE-Evening								210.00	5.250
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
TOTAL HOURS/FTE-Night								112.00	2.800
TOTAL HOURS/FTE per week								895.00	22.375

**THIRTEENTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective January 4, 2018)**

This Thirteenth Amendment, effective January 4, 2018 (this "Amendment"), to the Agreement for Inmate Health Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Parties desire to amend the Health Care Staff staffing plan by adding 20 hour per week of Psychiatric NP services, and reducing Psychiatrist time from twenty hours per week to eight hours per week; and

WHEREAS, the Parties desire to amend the annual compensation to account for the cost savings incurred with the above staffing plan adjustments; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **ADDITION OF STAFFING MATRIX TO THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A is an accurate representation of the Health Care Staff required under the Agreement and is hereby incorporated into the Agreement as Exhibit A and any prior staffing matrices shall be null and void.
3. **AMENDMENT TO ARTICLE X COMPENSATION, SUBSECTION "BASE COMPENATION."** The Parties agree that the first sentence of the section titled "Base Compensation" shall be deleted in its entirety and replaced with the following language in lieu thereof:

"The Jail will pay Conmed an annualized base compensation of \$2,286,109.56, payable in equal monthly installments of \$190,509.13 each month.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Chris Bove
Title: Chief Operating Officer

EXHIBIT A

Staffing Matrix

Conmed									
West Virginia Regional Jail Authority								Effective 1/4/2018	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator	8	8	8	8	8			40.00	1.000
Medical Director					8			8.00	0.200
Mid-level Provider	8	8	8	8				32.00	0.800
Director of Nursing	8	8	8	8	8			40.00	1.000
Administrative Assistant	8	8	8	8	8			40.00	1.000
Medical Records	8	8	8	8	8			40.00	1.000
Intake RN	8	8	8	8	8			40.00	1.000
RN						8	8	16.00	0.400
LPN - Clinic	8	8	8	8	8			40.00	1.000
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Dentist	10							10.00	0.250
Dental Assistant	10							10.00	0.250
Psychiatrist	4	4						8.00	0.200
Psychiatric Nurse Practitioner	4	4	4	4	4			20.00	0.500
Mental Health Coordinator	8	8	8	8	8			40.00	1.000
LCSWLPC	4	4	4	4	4	2	2	24.00	0.600
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125
TOTAL HOURS/FTE-Day								565.00	14.125
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
Medic	6	6	6	6	6	6	6	42.00	1.050
TOTAL HOURS/FTE-Evening								210.00	5.250
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.400
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400
TOTAL HOURS/FTE-Night								112.00	2.800
TOTAL HOURS/FTE per week								887.00	22.175

**TWELFTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective November 1, 2017)**

This Twelfth Amendment, effective November 1, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated February 18, 2009, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Agreement expired on October 31, 2017; and

WHEREAS, the Parties desire to extend the Agreement for an additional four month period to February 28, 2018; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **ADDITION OF STAFFING MATRIX TO THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A is an accurate representation of the Health Care Staff required under the Agreement and is hereby incorporated into the Agreement as Exhibit A.
3. **AMENDMENT TO SECTION 8.1 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.1 in its entirety and inserting the following language in lieu thereof:

8.1 Term. The term of this Agreement shall begin on February 1, 2009 and shall end on February 28, 2018.

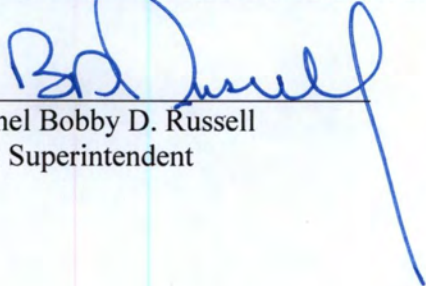
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Chris Bove
Title: President

EXHIBIT A

Staffing Matrix

CORRECT CARE SOLUTIONS										
Western Virginia Regional Jail							Effective April 1, 2017			
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
DAY SHIFT										
Health Services Administrator	8	8	8	8	8			40.00	1.000	
Medical Director					8			8.00	0.200	
Mid-level Provider	8	8	8	8				32.00	0.800	
Director of Nursing	8	8	8	8	8			40.00	1.000	
Administrative Assistant	8	8	8	8	8			40.00	1.000	
Medical Records	8	8	8	8	8			40.00	1.000	
Intake RN	8	8	8	8	8			40.00	1.000	
RN						8	8	16.00	0.400	
LPN - Clinic	8	8	8	8	8			40.00	1.000	
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
Dentist	10							10.00	0.250	
Dental Assistant	10							10.00	0.250	
Psychiatrist	4	4	4	4	4			20.00	0.500	
Mental Health Coordinator	8	8	8	8	8			40.00	1.000	
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600	
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125	
TOTAL HOURS/FTE-Day								557.00	13.925	
EVENING SHIFT										
RN	8	8	8	8	8	8	8	56.00	1.400	
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
Medic	6	6	6	6	6	6	6	42.00	1.050	
TOTAL HOURS/FTE-Evening								210.00	5.250	
NIGHT SHIFT										
RN	8	8	8	8	8	8	8	56.00	1.400	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
TOTAL HOURS/FTE-Night								112.00	2.800	
TOTAL HOURS/FTE per week								879.00	21.975	



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

May 6, 2016

Mr. Larry Doll
Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, MD 21076

Re: Annual Contract: Inmate Healthcare Services
Contract No.: 0893

Dear Mr. Doll,

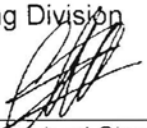
The subject Contract is due to expire on June 30, 2016. The County requests a one hundred and eighty (180) day extension to the existing Contract. The new expiration will be December 27, 2016. Please signify your acceptance of this extension by signing below and returning to this office.

We thank you in advance and appreciate your willingness to extend the contract period at the same cost of your agreement with the County of Roanoke.

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,

Brandon Gann, MPA
Buyer
Purchasing Division

VENDOR  _____ Christopher Bove President, Local Detention Div 6/26/2016
Authorized Signature Printed Name Title Date

**ELEVENTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective July 1, 2017)**

This Eleventh Amendment, effective April 1, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated November 18, 2008, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Agreement expired on June 30, 2017; and

WHEREAS, the Parties desire to extend the Agreement for an additional four month period to October 31, 2017; and

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **ADDITION OF STAFFING MATRIX TO THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A is an accurate representation of the Health Care Staff required under the Agreement and is hereby incorporated into the Agreement as Exhibit A.

AMENDMENT TO SECTION 8.1 OF THE AGREEMENT. The Agreement shall be amended by deleting Section 8.1 in its entirety and inserting the following language in lieu thereof:

8.1 Term.

The term of this Agreement shall begin on February 1, 2009 and shall end on October 31, 2017.

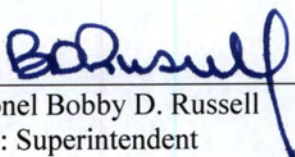
3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Chris Bove
Title: President

EXHIBIT A

Staffing Matrix

CORRECT CARE SOLUTIONS										
Western Virgina Regional Jail						Effective April 1, 2017				
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
DAY SHIFT										
Health Services Administrator	8	8	8	8	8			40.00	1.000	
Medical Director					8			8.00	0.200	
Mid-level Provider	8	8	8	8				32.00	0.800	
Director of Nursing	8	8	8	8	8			40.00	1.000	
Administrative Assistant	8	8	8	8	8			40.00	1.000	
Medical Records	8	8	8	8	8			40.00	1.000	
Intake RN	8	8	8	8	8			40.00	1.000	
RN						8	8	16.00	0.400	
LPN - Clinic	8	8	8	8	8			40.00	1.000	
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
CMA/EMT - Clinic	8	8	8	8	8			40.00	1.000	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
Dentist	10							10.00	0.250	
Dental Assistant	10							10.00	0.250	
Psychiatrist	4	4	4	4	4			20.00	0.500	
Mental Health Coordinator	8	8	8	8	8			40.00	1.000	
LCSW/LPC	4	4	4	4	4	2	2	24.00	0.600	
Substance Abuse Counselor	1	1	1	1	1			5.00	0.125	
TOTAL HOURS/FTE-Day								557.00	13.925	
EVENING SHIFT										
RN	8	8	8	8	8	8	8	56.00	1.400	
LPN - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
Medic	6	6	6	6	6	6	6	42.00	1.050	
TOTAL HOURS/FTE-Evening								210.00	5.250	
NIGHT SHIFT										
RN	8	8	8	8	8	8	8	56.00	1.400	
CMT - Medication Pass	8	8	8	8	8	8	8	56.00	1.400	
TOTAL HOURS/FTE-Night								112.00	2.800	
TOTAL HOURS/FTE per week								879.00	21.975	

**TENTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective December 28, 2016)**

This Tenth Amendment, effective December 28, 2016 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated November 18, 2008, as amended (the "Agreement") is by and between Conmed, LLC ("Conmed") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Agreement expires on December 27, 2016; and

WHEREAS, the Parties desire to extend the Agreement for an additional six month period; and

WHEREAS, the Parties agree to increase compensation for the additional six month period by 3.5%, which is equal to the average percentage increase of the Consumer Price Index ("CPI"), Medical Care Component for the Northeast and South Regions for the month of May 2016, . The Bureau of Labor Statistics Data is attached hereto as Exhibit 1.

WHEREAS, in accordance with Section 12.6, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 8.1 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.1 in its entirety and inserting the following language in lieu thereof:

8.1 Term.

The term of this Agreement shall begin on February 1, 2009 and shall end on June 30, 2017.

3. **AMENDMENT TO SECTION 10.1 OF THE AGREEMENT.** The Agreement shall be amended by deleting the Base Compensation paragraph of Section 10.1 in its entirety and inserting the following language in lieu thereof:

10.1 Base Compensation.

The Jail will pay to Conmed the sum of One Hundred Ninety Thousand Six Hundred Eighty One Dollars and Thirty-Eight Cents (\$190,681.38) per month. Conmed shall

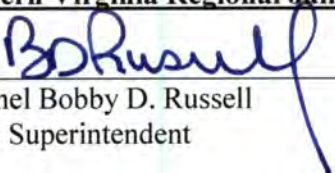
submit a billing invoice to the Superintendent at the beginning of each monthly billing period which shall be payable within 30 calendar days after the date of receipt by the Superintendent of a correct billing invoice. If an incorrect billing invoice is submitted, payment shall be made within 30 calendar days of a corrected billing invoice. At the end of each monthly billing period, adjustments shall be determined and reflected on subsequent billing periods. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Conmed will be prorated accordingly for the shortened month.

4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Western Virginia Regional Jail Authority

By: 
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: 
Chris Bove
Title: President

**Consumer Price Index - All Urban Consumers
12-Month Percent Change**

Series Id: CUUR0100SAM2,CUUS0100SAM2

Not Seasonally Adjusted

Area: Northeast urban

Item: Medical care services

Base Period: 1982-84=100

Years: 2016 to 2016

Year	May
2016	3.4

Series Id: CUUR0300SAM2,CUUS0300SAM2

Not Seasonally Adjusted

Area: South urban

Item: Medical care services

Base Period: 1982-84=100

Years: 2016 to 2016

Year	May
2016	3.5

**AMENDMENT- INMATE HEALTH SERVICE AGREEMENT
WESTERN VIRGINIA REGIONAL JAIL**

THIS AMENDMENT to the Inmate Health Services Agreement is effective this 1ST day of OCTOBER, 2016, by and between the WESTERN VIRGINIA REGIONAL JAIL AUTHORITY, ("JAIL"); and CONMED, LLC, a Maryland limited liability company, with its principal place of business at 1283 Murfreesboro Road, Suite 500, Nashville, Tennessee 37217 ("CONTRACTOR").

WHEREAS, the Parties on November, 2008, entered into an Inmate Health Services Agreement for the performance of services as identified in RFP #0803 and the Proposal ("AGREEMENT"); and

WHEREAS, Article I: HEALTH CARE SERVICES, Section 1.2 Scope of General Services, Paragraph E.2 states the following:

A psychiatrist shall be on-site up to 12 hours per week and on call twenty-four (24) hours per day, seven (7) days per week for the purpose of prescribing psychotropic medications and performing medical evaluations of inmates when required.

WHEREAS, on February 8, 2010, the JAIL and CONTRACTOR executed an Amendment renewing the contract for the period February 1, 2010 through June 30, 2010 and converted four (4) hours of Psychiatry staffing per week to sixteen (16) hours of Mental Health Professional staffing per week, which left eight (8) hours of Psychiatry staffing per week.

WHEREAS, in January 2015, CONTRACTOR began providing an additional, self-funded, four (4) hours per week of Psychiatry staffing at no cost to JAIL, bringing the total Psychiatry staffing hours to twelve (12) hours per week on the day shift.

WHEREAS the JAIL and CONTRACTOR desire to make certain modifications to the terms of the Agreement as discussed below, and the JAIL and CONTRACTOR are willing to make such modifications;

NOW THEREFORE, the JAIL and CONTRACTOR, in consideration of the covenants and promises contained in this Amendment, mutually agree to amend the AGREEMENT as follows:

1. Staffing Increase

From the date of this AMENDMENT, the current twelve (12) hours of Psychiatry staffing per week on the day shift shall be converted to twenty (20) hours per week on the day shift. An updated staffing matrix reflecting this modification is attached hereto as Exhibit "A" and incorporated herein by this reference.

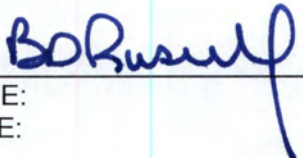
2. Staffing Cost

The cost of the Staffing Increase for the additional eight (8) hours of Psychiatry staffing per week (outlined in Paragraph 1 above), including salary, benefits, insurance and overhead, is \$7,264.00 per month (\$87,168.00 annually). Jail hereby agrees to compensate Contractor for

the additional services on a monthly basis (Contractor shall submit said charges separately from its base monthly invoice).

IN WITNESS THEREOF, the Parties hereto have executed this AMENDMENT by their authorized representatives.

WESTERN VIRGINIA REGIONAL JAIL
AUTHORITY

BY: 
NAME: _____
TITLE: _____

CONMED, LLC.

BY: 
NAME: Chris Bove
TITLE: President, Local Detention Division



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

May 6, 2016

Mr. Larry Doll
Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, MD 21076

Re: Annual Contract: Inmate Healthcare Services
Contract No.: 0893

Dear Mr. Doll,

The subject Contract is due to expire on June 30, 2016. The County requests a one hundred and eighty (180) day extension to the existing Contract. The new expiration will be December 27, 2016. Please signify your acceptance of this extension by signing below and returning to this office.

We thank you in advance and appreciate your willingness to extend the contract period at the same cost of your agreement with the County of Roanoke.

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,

Brandon Gann, MPA
Buyer
Purchasing Division

VENDOR

Authorized Signature

Christopher Bove

Printed Name

President, Local Detention Div 6/26/2016

Title

Date

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410.567.5520
800.609.8476
410.712.4760 fax
www.conmedinc.com

Conmed HEALTHCARE
MANAGEMENT

March 19, 2013

Superintendent Bobby Russell
Western Virginia Regional Jail
5885 West River Road
Salem, Virginia 24153

RE: Revised Extension Request of the Inmate Health Services Agreement
(Please disregard previous letter of March 18, 2013)

Dear Superintendent Russell:

CONMED is proud to be the provider of medical services for the detainees at the Western Virginia Regional Jail, and we continuously strive to meet and exceed your expectations regarding the level and quality of services provided.

We are presenting you with our request for confirmation of extension of the contract. We are well aware of the economic concerns facing us all during this time, and we are committed to working with you to accomplish a mutually satisfactory and equitable extension.

The current term of your existing contract with Conmed, Inc. for services at the Western Virginia Regional Jail expires on June 30, 2013. In the spirit of being a good corporate partner for the Western Virginia Regional Jail Authority and being aware of budget constraints facing all jurisdictions, we are proposing to extend the existing Inmate Health Services Agreement while controlling the associated cost.

CONMED proposes to provide Inmate Health Services during the period from July 1, 2013 to June 30, 2016 with a 2.5% increase in cost over the current level through June 30, 2014 (Year 1) and a medical services related CPI increase not to exceed 3% each year for Years 2 and 3 (July 1, 2014 through June 30, 2016).

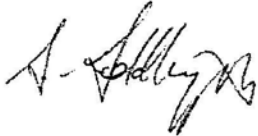
As a basis for this CPI related increase in future years, we refer you to the most recently published data from the U.S. Bureau of Labor Statistics (www.bls.gov) which indicates that the Consumer Price Index (CPI) increased 3.9% for Medical Care Services and 5.0% for Hospital and Related Services for the twelve (12) month period ending February 28, 2013, respectively.

Services for this current contract term are billed at the base cost of \$171,754.35 monthly (\$2,061,052.20 annually).

The cost for Year 1 of the extension period for existing services, with approval of the requested 2.5% increase, will be \$176,048.21 monthly (\$2,112,578.52 annually).

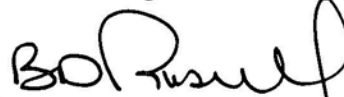
If this request is acceptable, please acknowledge where indicated below and return a copy of this letter to us. If you have any questions, or if I can be of any service to you, please contact me directly at (410) 567-5539, or on my mobile number, (443) 286-1439.

Respectfully,



Stephen B. Goldberg, M.D.
Chief Operating Officer

Acknowledged and Accepted



Superintendent Bobby Russell

Date: 4.8.13

cc: Lisel Browe, RN, MSN, CCHP, Regional Vice President – Chesapeake
Michael J. Navalkowsky, Client Retention Manager

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410.567.5520
800.609.8476
410.712.4760 fax
www.conmedinc.com

Conmed HEALTHCARE
MANAGEMENT

April 12, 2012

Superintendent Bobby Russell
Western Virginia Regional Jail
5885 West River Road
Salem, VA 24153

Dear Superintendent Russell:

I am writing to you to confirm our conversations regarding the modification of my letter dated October 31, 2011 in which CONMED requested confirmation of the renewal of the existing contract for an additional year to cover the period from July 1, 2012 through June 30, 2013. In that same letter we requested an increase of 2.5% of the base cost for this renewal period, consistent with the terms of the contract. Services for this current contract term are billed at the base cost of \$160,865.71 monthly (\$1,930,388.51 annually) plus \$8,880 annually for the substance abuse counselor hours added earlier in the current contract year.

To address the significantly increased detainee population since the start of the contract, as well as the increased severity of the medical problems being seen, we proposed to add a paramedic on the evening shift, seven days per week, for a total of 56 hours weekly (1.4 FTE). The annual cost of this additional position was proposed at \$82,512.

Based on recent discussions regarding the desire to bring ultrasound procedures onsite that are currently performed using transports to an offsite location for these procedures, we suggest a modification of our request for additional paramedic coverage hours. By reducing the added paramedic hours from 8 hours per day (56 hours per week) to 6 hours per day (42 hours per week), the cost of the added paramedic coverage will be reduced to \$68,512 and we can redirect \$14,000 annually towards the cost of onsite ultrasound procedures.

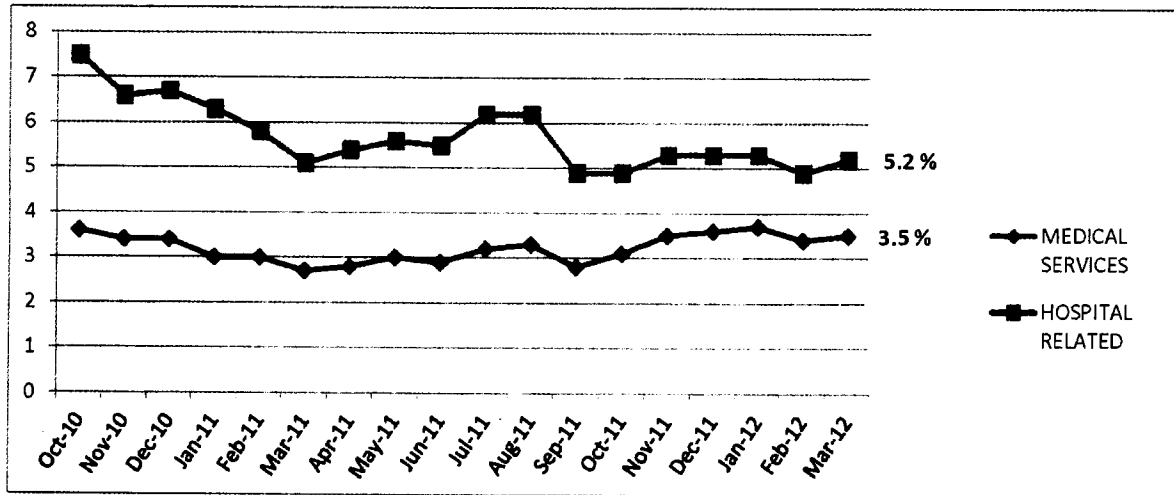
Through negotiation with the mobile diagnostic imaging subcontractor, we can provide 75 ultrasound procedures onsite annually for the annual commitment of \$14,000. This number of procedures is based on historical data. Further, we have the subcontractor's commitment to provide any additional ultrasound procedures, if they should be necessary, at a discounted unit cost to WVRJ of \$187 each, rather than the unit cost of \$250 each.

The cost for the renewal period for existing services including the substance abuse counselor hours, with approval of the 2.5% increase, plus the addition of 42 hours weekly of evening shift paramedic coverage and the commitment of \$14,000 for 75 ultrasound procedures will be \$172,512.85 monthly (\$2,070,262.20 annually).

As a basis for our request for a 2.5% CPI related increase, we refer you to the most recently published data from the U.S. Bureau of Labor Statistics (www.bls.gov) which indicates that the Consumer Price Index for Urban Consumers (CPI-U) increased 3.5% for Medical Care Services and 5.2% for Hospital and Related Services for the twelve (12) month period ending February 29, 2012, respectively. The

Superintendent Bobby Russell
Western Virginia Regional Jail
April 12, 2012

overall CPI-U increased 2.9% for the same period. We believe the medical services CPI is likely to stay above 3% in coming months. The chart below illustrates the pattern of the medical services CPI over the previous 18 months.



Please see the enclosed excerpt from the U.S. Bureau of Labor Economic News Release for the period ending February 29, 2012

If this request is acceptable, please acknowledge this request where indicated below and return a copy of this letter to us. If you have any questions, or if I can be of any service to you, please contact me directly at (410) 567-5537, or my mobile number (443) 472-2812.

Sincerely yours,

Larry F. Doll
Vice President, Strategic Development

Acknowledged and Accepted

Bobby Russell, Superintendent

Date: 5.29.12

Attachments

cc: Richard W. Turner, PhD
Lisel, Browe, RN

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

CPI-U	Relative importance, December 2011	Unadjusted indexes		Unadjusted percent change to Feb. 2012 from—		Seasonally adjusted percent change from—		
		Jan. 2012	Feb. 2012	Feb. 2011	Jan. 2012	Nov. to Dec.	Dec. to Jan.	Jan. to Feb.
Expenditure category								
All items	100.000	226.665	227.663	2.9	0.4	0.0	0.2	0.4
All items (1967=100)	-	678.988	681.977	-	-	-	-	-
Food and beverages	15.256	232.559	232.453	3.8	.0	.2	.2	.1
Food	14.308	232.666	232.486	3.9	-.1	.2	.2	.0
Food at home	8.638	231.694	231.180	4.5	-.2	.2	.0	.0
Cereals and bakery products	1.242	266.677	267.821	5.3	.4	.3	-.1	.2
Meats, poultry, fish, and eggs	1.960	229.809	228.610	5.8	-.5	.6	.2	-.2
Dairy and related products ¹	.916	220.492	219.377	7.8	-.5	-.1	.9	-.5
Fruits and vegetables	1.287	285.437	281.072	-2.0	-1.5	-.5	-1.3	-.5
Nonalcoholic beverages and beverage materials	.961	170.454	169.758	3.7	-.4	.2	-.3	.0
Other food at home	2.272	202.756	204.001	5.7	.6	.4	.5	.4
Sugar and sweets ¹	.307	213.700	213.902	4.8	.1	.4	1.4	.1
Fats and oils	.263	234.252	233.196	10.8	-.5	1.2	1.4	-.7
Other foods	1.703	213.602	215.473	5.0	.9	.3	.2	.6
Other miscellaneous foods ^{1 2}	.627	125.536	127.193	4.7	1.3	.5	-.6	1.3
Food away from home ¹	5.669	235.268	235.603	3.1	.1	.2	.4	.1
Other food away from home ^{1 2}	.361	165.884	165.566	2.3	-.2	.0	1.1	-.2
Alcoholic beverages	.948	229.704	230.704	2.2	.4	.2	.8	.3
Housing	41.020	220.805	221.117	1.8	.1	.1	.1	.1
Shelter	31.539	254.409	254.931	2.0	.2	.2	.2	.2
Rent of primary residence ³	6.485	257.714	258.184	2.5	.2	.2	.2	.2
Lodging away from home ²	.749	131.601	136.832	4.0	4.0	-.3	.2	1.9
Owners' equivalent rent of residences ^{1 3 4}	23.957	262.543	262.812	1.8	.1	.2	.2	.1
Owners' equivalent rent of primary residence ^{1 3 4}	22.543	262.522	262.788	1.8	.1	.2	.2	.1
Tenants' and household insurance ^{1 2}	.348	129.929	129.158	2.1	-.6	.5	.3	-.6
Fuels and utilities	5.372	218.199	217.189	.7	-.5	-.1	-.4	-.3
Household energy	4.216	189.945	188.393	-.3	-.8	-.2	-.6	-.6
Fuel oil and other fuels ¹	.343	344.644	350.482	7.2	1.7	-.7	1.2	1.7
Energy services ³	3.873	189.942	187.962	-1.0	-1.0	-.2	-.8	-.8
Water and sewer and trash collection services ²	1.156	183.984	185.499	4.7	.8	.5	.3	.7
Household furnishings and operations	4.109	125.629	126.180	1.3	.4	.1	.1	.3
Household operations ^{1 2}	.727	153.634	154.198	1.9	.4	.1	.6	.4
Apparel	3.562	122.105	123.312	4.2	1.0	-.1	.9	-.9
Men's and boys' apparel	.855	116.409	116.400	4.9	.0	-.5	1.0	-1.7
Women's and girls' apparel	1.507	107.644	110.044	4.7	2.2	-.2	1.3	-.8
Infants' and toddlers' apparel	.201	118.399	118.161	7.3	-.2	1.3	1.6	-.9
Footwear	.678	126.915	127.668	.7	.6	.3	-.3	.1
Transportation	16.875	210.799	214.429	5.6	1.7	-.7	.3	2.1
Private transportation	15.694	206.307	210.013	6.0	1.8	-.8	.4	2.2
New and used motor vehicles ²	5.651	99.659	99.889	2.3	.2	-.3	-.4	.2
New vehicles	3.195	143.438	144.326	3.0	.6	-.2	.0	.6
Used cars and trucks	1.913	147.143	147.011	2.9	-.1	-.7	-1.0	-.2
Motor fuel	5.463	292.236	306.348	12.7	4.8	-2.1	.8	6.0
Gasoline (all types)	5.273	290.762	305.076	12.6	4.9	-2.1	.9	6.0
Motor vehicle parts and equipment ¹	.438	148.126	148.230	5.2	.1	.8	.4	.1
Motor vehicle maintenance and repair ¹	1.155	256.405	256.968	2.4	.2	.0	.3	.2
Public transportation	1.181	263.968	265.830	.2	.7	.0	-.8	-.2
Medical care	7.061	408.056	410.466	3.4	.6	.3	.3	.2
Medical care commodities ¹	1.716	329.201	331.867	3.3	.8	.2	.6	.8
Medical care services	5.345	432.583	434.832	3.4	.5	.4	.2	.0
Professional services	3.005	338.714	339.136	1.4	.1	.3	-.2	-.2

See footnotes at end of table.



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

April 10, 2012

Mr. Larry Doll
Conmed Healthcare Management
7250 Parkway Dr., Ste 400
Hanover MD 21076

Re: Annual Contract: Inmate Healthcare Services for the Western Virginia Regional Jail
Contract No.: 0893

Dear Mr. Larry Doll,

The County of Roanoke would like to extend the referenced current contract with you. We would like the renewal period to be **FROM: July 1, 2012 TO June 30, 2013.**

Please have a copy of your current Certificate of Liability Insurance listing Roanoke County Board of Supervisors and/or Roanoke County School Board as additional insured faxed (540-561-2882) or mailed to our office to my attention. Please be sure to include the corresponding address.

To renew this contract, check the appropriate line, sign within 7 calendar days of the letter date, and fax to 540-561-2882.

If you are in agreement with this renewal, prices & terms remain firm please check the line below, make a copy of this notice for your records and fax a copy of the original. This will serve as a renewal confirmation.

☐ *Agree with this renewal, the price terms and conditions would remain firm during the renewal period (include all pricing even though it remains unchanged from last renewal period).*

If you do not agree with the renewal or request changes, please check the appropriate line and return with your attached explanation. We will review your response and advise you of our decision regarding the renewal.

☐ *Do not wish to renew contract, per attached explanation.*

☒ *Request changes in contract, per attached explanation (include all pricing, even those items which remain unchanged).*

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,

Ann Mendes
Purchasing Division

VENDOR

Authorized Signature

Printed Name

Title

Date

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, MD 21076
410.567.5520
410.712.4760 Fax
www.conmedinc.com

Conmed HEALTHCARE
MANAGEMENT

FAX COVER SHEET

To:	<i>Ann Mendes</i>	From:	<i>Larry Doll</i>
Company:	<i>County of Hancock</i>	Company:	Conmed Healthcare Management
Telephone Number:		Telephone Number:	<i>410-567-5537</i>
Fax Number:	<i>540-561-2882</i>	Fax Number:	(410) 712-4760

# of Pages (including cover sheet):	<i>2</i>

Attached is the signed contract renewal letter. I checked the line "Request changes" per our conversation.

Please let me know if you need anything additional

Best regards

[Signature]

Confidential Notice: This fax communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify sender immediately and destroying this transmission. Thank you.



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

February 23, 2011

Mr. Larry Doll
Conmed Healthcare Management
7250 Parkway Dr., Ste 400
Hanover, MD 21076

Re: Annual Contract: Inmate Healthcare Services for the Western Virginia Regional Jail
Contract No.: 0893

Dear Mr. Doll,

The County of Roanoke would like to extend the referenced current contract with you. We would like the renewal period to be **FROM: February 1, 2011 TO: June 30, 2012**

Please have a copy of your current Certificate of Liability Insurance listing Roanoke County Board of Supervisors and/or Roanoke County School Board as additional insured faxed (540-561-2882) or mailed to our office to my attention. Please be sure to include the corresponding address.

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If you do not agree with the renewal or request changes, please check the appropriate line and return with your attached explanation. We will review your response and advise you of our decision regarding the renewal.

☐ **Do not wish to renew contract, per attached explanation.**

☒ **Request changes in contract, per attached explanation (include all pricing, even those items which remain unchanged).**

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,

Ann Mendes

Ann Mendes
Purchasing Division

VENDOR	<i>[Signature]</i>	LARRY DOLL	Vice President, Strategic Development	3/23/11
	Authorized Signature	Printed Name	Title	Date

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410.561.5520
800.601.8476
410.711.4760 fax
www.conmedinc.com

Conmed HEALTHCARE
MANAGEMENT

April 12, 2012

Superintendent Bobby Russell
Western Virginia Regional Jail
5885 West River Road
Salerno, VA 24153

Dear Superintendent Russell:

I am writing to you to confirm our conversations regarding the modification of my letter dated October 31, 2011 in which CONMED requested confirmation of the renewal of the existing contract for an additional year to cover the period from July 1, 2012 through June 30, 2013. In that same letter we requested an increase of 2.5% of the base cost for this renewal period, consistent with the terms of the contract. Services for this current contract term are billed at the base cost of \$160,865.71 monthly (\$1,930,388.51 annually) plus \$8,880 annually for the substance abuse counselor hours added earlier in the current contract year.

To address the significantly increased detainee population since the start of the contract, as well as the increased severity of the medical problems being seen, we proposed to add a paramedic on the evening shift, seven days per week, for a total of 56 hours weekly (1.4 FTE). The annual cost of this additional position was proposed at \$82,512.

Based on recent discussions regarding the desire to bring ultrasound procedures onsite that are currently performed using transports to an offsite location for these procedures, we suggest a modification of our request for additional paramedic coverage hours. By reducing the added paramedic hours from 8 hours per day (56 hours per week) to 6 hours per day (42 hours per week), the cost of the added paramedic coverage will be reduced to \$68,512 and we can redirect \$14,000 annually towards the cost of onsite ultrasound procedures.

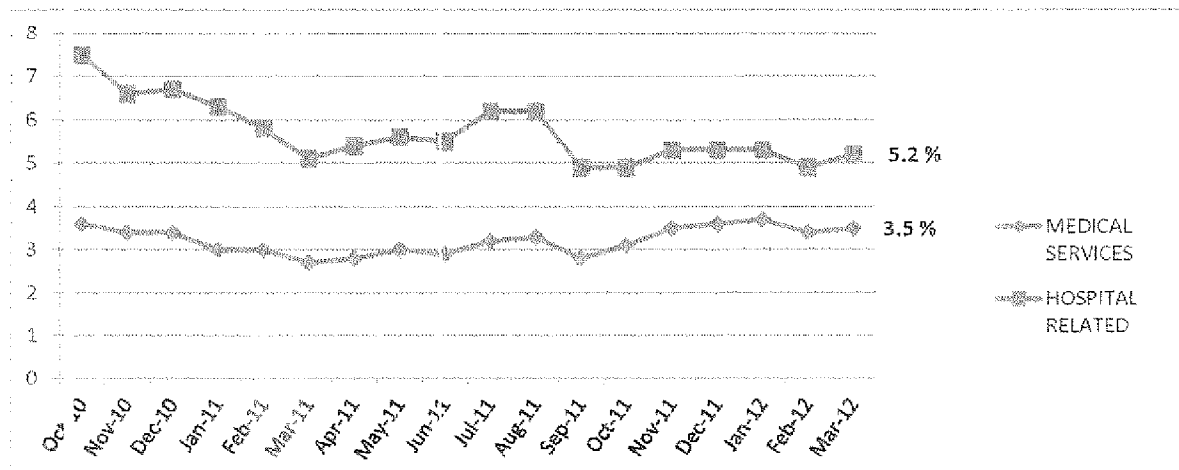
Through negotiation with the mobile diagnostic imaging subcontractor, we can provide 75 ultrasound procedures onsite annually for the annual commitment of \$14,000. This number of procedures is based on historical data. Further, we have the subcontractor's commitment to provide any additional ultrasound procedures, if they should be necessary, at a discounted unit cost to WVRJ of \$187 each, rather than the unit cost of \$250 each.

The cost for the renewal period for existing services including the substance abuse counselor hours, with approval of the 2.5% increase, plus the addition of 42 hours weekly of evening shift paramedic coverage and the commitment of \$14,000 for 75 ultrasound procedures will be \$172,512.85 monthly (\$2,070,262.20 annually).

As a basis for our request for a 2.5% CPI related increase, we refer you to the most recently published data from the U.S. Bureau of Labor Statistics (www.bls.gov) which indicates that the Consumer Price Index for Urban Consumers (CPI-U) increased 3.5% for Medical Care Services and 5.2% for Hospital and Related Services for the twelve (12) month period ending February 29, 2012, respectively. The

Superintendent Bobby Russell
Western Virginia Regional Jail
April 12, 2012

overall CPI-U increased 2.9% for the same period. We believe the medical services CPI is likely to stay above 3% in coming months. The chart below illustrates the pattern of the medical services CPI over the previous 18 months.



Please see the enclosed excerpt from the U.S. Bureau of Labor Economic News Release for the period ending February 29, 2012

If this request is acceptable, please acknowledge this request where indicated below and return a copy of this letter to us. If you have any questions, or if I can be of any service to you, please contact me directly at (410) 567-5537, or my mobile number (443) 472-2812.

Sincerely yours,

Larry F. Doll
Vice President, Strategic Development

Acknowledged and Accepted

Bobby Russell, Superintendent

Date: _____

Attachments

cc: Richard W. Turner, PhD
Lisel Browe, RN

From: Cheri Lankford <Cheri.Lankford@westernvaregionaljail.org>
To: "Marcha Powell" <mpowell@roanokecountyva.gov>
Date: 10/12/2010 10:40 AM
Subject: RE: Medical contract

July 1 to June 30.

-----Original Message-----

From: Marcha Powell [mailto:mpowell@roanokecountyva.gov]
Sent: Tuesday, October 12, 2010 10:40 AM
To: Cheri Lankford
Subject: Re: Medical contract

** Reply Requested When Convenient **

What is the fiscal year dates? and yes I'm sure we can make that work.

Marcha Powell, CPPB
Senior Buyer
County of Roanoke
Finance Department
Purchasing Division
mpowell@roanokecountyva.gov
Office: 540/772-2061 Ext.308
Fax: 540/561-2857

>>> Cheri Lankford <Cheri.Lankford@westernvaregionaljail.org> 10/12/2010 10:33 AM >>>
We would like to have our ConMed contract run with our fiscal year. What can we do to accomplish that?

#0893
Renewal
To 06/30/11



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

September 9, 2010

Mr. Larry Doll
Conmed, Inc.
7250 Parkway Dr., Suite 400
Hanover, MD 21078

Re: Annual Contract for Inmate Health Care Services for the Western Virginia Regional Jail
Contract No.: 0893

Dear Mr. Doll:

This is to confirm acceptance of renewal by the Western Virginia Regional Jail per your requested changes in your letter dated January 22, 2009.

This contract with revised costs will be in effect from July 1, 2010 to January 31, 2011.

We look forward to a continued positive partnership in the future.

Sincerely,

Ann Mendes

Mar-30-2010 12:37am

From-CONMED HEALTHCARE MGMT

+4107124762

T-120 P.002/006 F-287



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

March 24, 2010

Larry Doll
Conmed Healthcare Management
7250 Parkway Dr., Suite 400
Hanover, MD 21076

Re: Annual Contract for Inmate Health Care Services for Regional Jail.
Contract No.: 0893

Dear Mr. Doll,

The County of Roanoke would like to extend the referenced current contract with you. We would like the renewal period to be **FROM: July 1, 2010 TO: January 31, 2011.**

Please have a copy of your current Certificate of Liability Insurance listing Roanoke County Board of Supervisors and/or Roanoke County School Board as additional insured faxed (540-561-2882) or mailed to our office to my attention. Please be sure to include the corresponding address.

To renew this contract, check the appropriate line, sign within 7 calendar days of the letter date, and fax to 540-561-2882.

If you are in agreement with this renewal, prices & terms remain firm please check the line below, make a copy of this notice for your records and fax a copy of the original. This will serve as a renewal confirmation.

☒ *Agree with this renewal, the price terms and conditions would remain firm during the renewal period (include all pricing even though it remains unchanged from last renewal period).*

If you do not agree with the renewal or request changes, please check the appropriate line and return with your attached explanation. We will review your response and advise you of our decision regarding the renewal.

☐ *Do not wish to renew contract, per attached explanation.*

☐ *Request changes in contract, per attached explanation (include all pricing, even those items which remain unchanged).*

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,

Ann Mendes

Ann Mendes
Purchasing Division

VENDOR

[Signature]
Authorized Signature

LARRY DOLL
Printed Name

Vice President
Title

3/26/2010
Date

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410.567.5520
800.609.9476
410.712.4760 fax
www.conmedinc.com

Conmed HEALTHCARE
MANAGEMENT

January 22, 2009

Western Virginia Regional Jail

2010 Budget - February 1, 2010 through June 30, 2010

As discussed, we believe an additional staff allocation, as detailed below, will ensure that the delivery of care continues to meet WVRJ administration's desires.

Staffing Recommendations

1. We are requesting the addition of a full-time Registered Nurse (RN) to function in the capacity of the Director of Nursing (DON) and to also have responsibility for infection control and continuous quality improvement. We will recruit an experienced RN who will provide the following services:
 - Infection Control –
 - Monitor and track infections in the facility for trends, outbreaks, etc.
 - Provide over site of TB testing.
 - Staff training in Infection Control related issues.
 - Quality Assurance-
 - Gathering and analysis of monthly statistical data.
 - Development and implementation of corrective measures for identified quality improvement concerns.
 - Ongoing Assessment of the medication delivery, documentation and refill systems. Development and implementation of measures to improve functionality and efficiency of these systems.
 - Ongoing assessment of the medical charting with development and implementation of corrective actions related to identified opportunities for improvement.
 - Ongoing assessment of the medical booking systems. Development and implementation of systems to enhance the effectiveness and functionality in regards to the booking screens.
 - Planning and administration oversight of all vaccines, PPD's, etc.
 - Assisting the HSA with ongoing analysis and auditing of the medical operation as a whole to continuously identify and enact quality improvement measures in the WVRJ.
2. We are requesting the conversion of a number of LPN positions to CMT positions to provide the necessary number of staff to properly perform medication distribution.

The original staffing matrix was modified earlier to increase the Mid-level Provider hours and to convert four (4) Psychiatrist hours to 16 Mental Health Professional hours. The delivery of the 16 Mental Health Professional hours are deferred until July 1, 2010. The staffing matrix reflecting the earlier changes and the changes now being requested is attached as Exhibit C.

The modification of the Psychiatrist and Mental Health Professional hours approved earlier had a neutral financial effect.

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Conmed HEALTHCARE
MANAGEMENT

Budget Impact

The annual budget for year-one totals \$1,719,698.00, exclusive of CAP funds. This amount was supplemented in the amount of \$ 27,426.50 for the increase in Mid-level Provider hours from 16 per week to 32 hours per week.

Staffing change	annual net Impact
conversion of certain LPN positions to CMT positions for re-alignment of total staff	(\$35,754.43)
addition of the Director of Nursing RN position	\$110,747.83
additional Mid-level Provider hours previously approved	\$ 54,853.95
Impact of staffing changes	\$129,847.35
Deferral of implementation of the delivery of 16 hours/week of MHP time until July 1, 2010	(\$23,961.60)
Total Impact compared to original staffing	\$105,885.75

Review of the actual variable cost per inmate has revealed that the cost per inmate of included services has steadily been exceeding the allocated \$1.99 per inmate per day.

The base ADP to which the Per Diem charge is applied will be increased from the current level of 550 inmates to 600 inmates.

The monthly cost of the staffing modification described above is \$10,820.61 (\$129,847.35 / 12 = \$10,820.61). The current contract has a monthly value of \$143,308.17 (\$1,719,698.00 / 12). During the 5 month period from February 1, 2010 through June 30, 2010, the total monthly cost is \$770,643.90 (\$10,820.61 + \$143,308.17 = \$154,128.78) (\$154,128.78 x 5 months = \$770,643.90). From this amount, a credit of \$23,961.60 will be deducted, resulting in a net cost for the period of \$746,682.30, or \$149,336.46 monthly. This figure does not include CAP funds or per diem adjustments.

The contract provides for an annual increase based on the Medical Services CPI, not to exceed 5%. Recently, the Medical Services CPI has been in the range of 3.2%. To demonstrate our commitment to be a good corporate partner for the WVRJ, we are limiting our request for a CPI increase to 2.5%, and, as a result, the original contract effective amount will increase from \$1,719,698.00 (\$143,308.16 monthly) to \$1,762,890.45 (\$146,890.87 monthly). This new monthly effective rate, plus the cost of the staffing changes described above, will be applied starting July 1, 2010.

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Conmed HEALTHCARE
MANAGEMENT

The combination of the CPI adjusted base rate plus the monthly rate for the staffing changes described above results in a total monthly rate of \$157,711.48 (\$146,890.87 + \$10,820.61).

For the 7 month period from July 1, 2010 through January 31, 2011, the total cost will be **\$1,103,980.38** (\$157,711.48 x 7 months). This figure does not include CAP funds or per diem adjustments.

January 22, 2010

Page 3 of 4

Conmed Healthcare Management, Inc.
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Conmed HEALTHCARE
MANAGEMENT

Exhibit C
Requested Staffing Matrix

CONMED STAFFING MATRIX - ADP 600		Western Virginia Regional Jail							Proposed	
	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Weekly Hrs	FTE
Medical Director			D 4	D 4	D 4				8	0.2
Mid-level (PA/NP) - MAIN			D 8	D 8		D 8	D 8		32	0.8
Dentist			D 2	D 2	D 4	D 4			10	0.25
Health Service Administrator (RN)			D 8	D 8	D 8	D 8	D 8		40	1
Administrative Assistant			D 8	D 8	D 8	D 8	D 8		40	1
Medical Records Clerk			D 8	D 8	D 8	D 8	D 8		40	1
IC/COI Nurse									0	0
Clinical Staff - Main Jail										
Director of Nursing - RN (IC/COI)			F 8	F 8	F 8	F 8	F 8		40	1
Clinic Nurse (RN)	D 8	D 8							16	0.4
Clinic Nurse (RN)	E 8	E 8	E 8	E 8	E 8	E 8	E 8		56	1.4
Clinic Nurse (RN)	N 8	N 8	N 8	N 8	N 8	N 8	N 8		56	1.4
Clinic Nurse LPN (Works with Provider)			D 8	D 8	D 8	D 8	D 8		40	1
Clinic Nurse (LPN)									0	0
Clinic Nurse (LPN)									0	0
CMA - clinic (EMT)			D 8	D 8	D 8	D 8	D 8		40	1
Med Pass Nurse (LPN)	D 8	D 8	D 8	D 8	D 8	D 8	D 8		56	1.4
Med Pass Nurse (LPN)									0	0
Med Pass (Med Tech)	D 8	D 8	D 8	D 8	D 8	D 8	D 8		56	1.4
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Booking/intake nurse (RN) day			D 8	D 8	D 8	D 8	D 8		40	1
Dental Assistant - main				D 2	D 4	D 4			10	0.25
Mental Health										
Psychiatrist					D 8				8	0.2
Mental Health Professional	D 8		D 8	D 8	D 8	D 8	D 8		48	1.2
Mental Health Professional (see NOTE 2)			D 4	D 4		D 4	D 4		16	0.4
Total	72	64	136	136	140	140	132	820	20.5	

Note 1: Days/hours indicated for the Medical Director, Mid-level Provider, Dentist, Psychiatrist and Mental Health Professionals are meant to defined the total hours committed. The actual hours/days may be changed based on professional staff availability.

Note 2: The 16 hours/week Mental Health Professional (MHP) will start July 1, 2010



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

January 28, 2010

Larry Doll
Conmed Healthcare Management
7250 Parkway Dr., Suite 400
Hanover, MD 21076

Re: Annual Contract for Inmate Health Care Services for Regional Jail
Contract No.: 0893

Dear Mr. Doll:

The County of Roanoke would like to extend the referenced current contract with you. We would like the renewal period to be **FROM: February 1, 2010 TO: June 30, 2010.** **

****Renewed per attached agreement through above date. Pending budget approval for the second price increase July 1, 2010 through January 31, 2011.**

Please have a copy of your current Certificate of Liability Insurance listing Roanoke County Board of Supervisors and/or Roanoke County School Board as additional insured faxed (540-561-2882) or mailed to our office to my attention. Please be sure to include the corresponding address.

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Sincerely,

Ann Mendes
Purchasing Division

VENDOR

Authorized Signature

Printed Name

Title

Date

LARRY DOLL

Vice President

2/8/10

Strategic Development



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

January 28, 2010

Larry Doll
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Ann Mendes

Ann Mendes
Purchasing Division

VENDOR _____

Authorized Signature

Printed Name

Title

Date

January 22, 2009

Western Virginia Regional Jail

2010 Budget - February 1, 2010 through June 30, 2010

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Conmed HEALTHCARE
MANAGEMENT

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Total	72	64	136	136	140	140	132					820	20.5

Note 1: Days/hours indicated for the Medical Director, Mid-level Provider, Dentist, Psychiatrist and Mental Health Professionals are meant to defined the total hours committed. The actual hours/days may be changed based on professional staff availability.

Note 2: The 16 hours/week Mental Health Professional (MHP) will start July 1, 2010

0893
**INMATE HEALTH SERVICES
AGREEMENT**

THIS AGREEMENT between the Western Virginia Regional Jail Authority, (hereinafter referred to as the ("Jail")), and Conmed, Inc., a Maryland corporation, (hereinafter referred to as "Conmed"), is entered into as of November 18th, 2008. Services under this Agreement shall commence on February 1, 2009, and shall continue for a period as referenced in Section 8.1.

WITNESSETH;

WHEREAS, the Superintendent is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates of the Western Virginia Regional Jail (hereinafter called "Jail"); and

WHEREAS, the objective of the Superintendent is to provide for the delivery of quality health care to inmates in the Jail in accordance with applicable law; and

WHEREAS, the Authority desires to enter into this Agreement with Conmed to promote this objective; and

WHEREAS, Conmed is in the business of providing correctional health care services and desires to provide such services for the Jail under the terms and conditions hereof,

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

**ARTICLE I: HEALTH CARE
SERVICES**

1.1 General Engagement

The Jail hereby contracts with Conmed to provide for delivery of reasonably necessary medical care to individuals under the custody and control of the Jail and Conmed enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services

The responsibility of Conmed for medical care of an inmate starts with the commitment and the physical placement of the inmate into the Jail. Conmed shall provide health care services for all persons committed to the custody of the Jail unless otherwise excluded in this Agreement. On a regular basis, Conmed shall provide, at its own cost unless otherwise excluded in this Agreement, all professional medical, dental, (excluding in-patient psychiatric hospitalization) and related health care and administrative services for the inmates, a comprehensive health evaluation of each inmate following commitment into the Jail in accordance with NCCHC 2008 Standards and ACA 4th Edition ALDF Standards, regularly scheduled sick call, nursing care, regular physician, psychiatrist, and dentist visits to the Jail, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. All screening instruments utilized as part of the delivery of inmate care shall be specifically approved and authorized for use by the Jail Physician. Additionally, staff employed by the Jail shall be treated within the Jail for injuries and/or illness only in an emergency and upon request of the Superintendent. By way of illustration and not limitation, the scope of services provided by Conmed shall include the following services that are further described in the Request for Proposals for Inmate Health Care Services dated 04/11/2008 and Conmed's response to the proposal dated June 27th, 2008 which are incorporated into this agreement by reference: In the event of a conflict between Conmed's response to the proposal and this Agreement, this Agreement shall prevail.

- A. Receiving Screening: Officers will complete a computerized intake medical screening form as part of the inmate's intake process. The medical information captured on the form is immediately available to the medical staff through a computer terminal provided by the Jail that is located in the medical unit. Conmed staff shall review each intake medical screening form via the computer as soon as possible after the inmate's screening. Upon notification by an officer of an injury or medical condition identified during the inmate's screening, the health care staff will immediately respond to assess the condition and provide the appropriate medical care or referral. Also, within twenty-four (24) hours of an inmate's admission, Conmed will perform a formal receiving screening that will include the following:

1. Documentation of current illnesses and health problems including, but not limited to any chronic health conditions, presence of infectious disease, history of mental illness, medications taken and special health requirements.
2. Behavioral observations, including state of consciousness, mental status, appearance, conduct, tremors, sweating and whether the inmate is under the influence of alcohol or drugs.
3. For females, inquiry regarding current gynecological problems and pregnancy.
4. Dental problems.
5. Notation of body deformities and ease of movement, etc.
6. Condition of skin and body orifices, including trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
7. Inquiry into the use of alcohol and other drugs, including types, methods (including needle sharing), date and time last taken, and problems that may have occurred after ceasing use.
8. Behavior, which includes state of consciousness, mental status, appearance, conduct, tremors, sweating and persistent cough or lethargy.
9. Assessment of suicidal risk and past and present treatment or hospitalization for mental disturbance or suicide.
10. Notation of personal physician, special medical diets, and any medical risk.

Disposition may include:

1. Referral to an appropriate health care facility on an emergency basis.
2. Placement in the general inmate population and referral to the appropriate health care service.
3. Placement in the general inmate population.
4. Placement in isolation (awaiting further evaluation).
5. Placement in observation area (awaiting psychiatric evaluation)

6. Documentation of the date and time when referral and/or placement takes place.
- B: Health Appraisal: A health appraisal examination shall be completed by a qualified health care professional for each inmate within five (5) business days after arrival at the Jail. The health appraisal, at a minimum, shall include the following:
1. Review of the receiving screening by the responsible physician
 2. Complete history and physical examination
 3. Tuberculosis and venereal disease testing
 4. Height, weight, pulse, blood pressure, and temperature
 5. The health assessment of females shall also include, an inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy
 6. Mental health screening
 7. Dental screening
 8. Vision and hearing screening
 9. Laboratory tests, including VDRL (if indicated), TB Mantoux (All inmates shall receive a PPD placement upon admission to the Jail and subsequent interpretation of the results. VDRL testing shall only be conducted on inmates who are displaying signs and/or symptoms of Syphilis infection at the time of admission)
 10. Other tests and examinations as required and indicated
 11. Initiation of therapy when appropriate
 12. Any abnormal results of the Health Assessment shall be reviewed by the responsible physician for appropriate disposition
- C. Daily Triaging of Complaints: Health care complaints from inmates shall be processed at least daily as follows:
1. Health trained personnel shall solicit and act upon all complaints with referrals to qualified health care personnel as required.
 2. Routine medical requests for treatment shall be addressed within 24 hours.
 3. The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.

D. Physician Clinic:

1. Physician clinic shall be administered by a nurse and held a minimum of Monday through Friday (excluding holidays). If an inmate's custody status precludes attendance at a sick call session, arrangements shall be made to provide physician clinic services at the place of the inmate's confinement.
2. A physician or Mid-Level practitioner shall be on-site up to 24 hours per week and on call twenty-four hours per day, seven (7) days per week to address needs identified during physician clinic.

E. Mental Health Evaluation/Mental Health Services

1. A mental health evaluation of inmates shall be performed no later than fourteen (14) days after admission to the Jail. The evaluation shall be performed by a qualified mental health professional as required by the American Correctional Association and National Commission on Correctional Health Care Standards.
2. A psychiatrist shall be on-site up to 12 hours per week and on call twenty-four (24) hours per day, seven (7) days per week for the purpose of prescribing psychotropic medications and performing medical evaluations of inmates when required.

G. Medical Detoxification Program: A medical detoxification program shall be provided for drug and/or alcohol addicted inmates and will be administered on jail property when medically appropriate.

H. Hospital Care: Hospital care shall be arranged and provided for any inmate under the custody of the Superintendent who in the opinion of the Medical Director requires hospitalization.

I. Specialty Services: In addition to providing the general medical services described above, Conmed shall, at its own cost unless otherwise excluded in this Agreement, provide to inmates at the Jail special medical services including, but not limited to, radiology and laboratory services to the extent such are determined to be

medically necessary by the Jail Physician. Treatment shall be provided on-site to the degree possible. Where non-emergency care is required and cannot be rendered at the Jail, Conmed shall make arrangements with the Superintendent, for the transportation of the inmates to outside providers. At a minimum, Conmed shall provide access, by way of mutual agreement or contract, the following specialty care:

- Obstetrics and Gynecology (OB/GYN - including pregnancy testing and pre-natal care)
- Cardiology
- General Surgery
- Optometry
- Physical Therapy
- Family Planning
- Dermatology
- Ear, Nose and Throat (ENT)
- Orthopedics
- Neurology

J. Emergency Services: Emergency medical treatment shall be provided to inmates, visitors, and Jail Staff as necessary and appropriate on-site. Conmed shall provide, at its own cost unless otherwise excluded in this Agreement, emergency medical care, as medically necessary, to inmates through arrangements to be determined by Conmed with local hospitals in the local community. Conmed shall provide for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Such EMS transportation shall be billed as off-site medical costs. Routine transfers shall be the responsibility of the Superintendent in regards to offsite non-emergency treatment.

K. Ancillary Services: Conmed shall be responsible for all ancillary services and supplies including, by way of illustration and not limitation, laboratory services, radiological services, and pharmacy services unless otherwise excluded in this Agreement.

1. All laboratory tests shall be performed at the expense of Conmed unless otherwise excluded in this Agreement. These include but are not limited to, tuberculin skin, syphilis serology, gonorrhea culture, pap smears, hematology, and urinalysis.

2. Conmed shall be responsible for providing pharmaceutical services to the inmates in accordance with applicable Federal, State, and Local statutes as well as applicable standards. Pharmaceuticals shall be tightly controlled, inventoried and stored securely. Conmed shall only be financially responsible for providing pharmaceuticals that are listed on the approved formulary; this specifically excludes HIV medications, Hepatitis medications, and medication for genetic coagulopathies.
 3. Conmed shall provide radiological services on-site to the degree possible. Conmed shall be responsible for subcontracting further or additional radiological services.
- L. Other Services: Nursing staff shall assist in the collecting of biological samples as required and fall within the appropriate correctional nursing scope of practice. Nursing staff shall not perform body cavity searches, cut inmate's hair, or assist in the forceful removal of body piercings.
- M. Dental Care: Conmed will be responsible for providing the following dental services onsite to the inmates in the Jail:
1. Admission dental examinations within 90 days of admission, as well as follow up care, in accordance with NCCHC and ACA standards.
 2. Dental treatment, not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.
 3. Existing dental equipment is provided and the Jail shall be responsible to provide maintenance, repairs, or replacement as necessary. Conmed shall be responsible for proper care and usage of the equipment. Any additional equipment required other than what is currently provided will be the responsibility of Conmed. The following equipment is provided by the Jail (at a minimum):
 - Dental chair
 - Delivery System (hand piece control, tray holder with tray, dentist's stool, assistant's stool, exam light)
 - Air Compressor
 - Vacuum

- X-ray View Box
- Hand-piece - high speed (2)
- Hand piece - low speed (2)
- Oral evacuator and pump
- Fiber optic light source with hose
- Peri pro developer and daylight loader
- Bite wing X-ray Unit
- Autoclave
- Ultrasonic Cleaner
- Lead Apron

- N. Pharmaceuticals and Medical Supplies: Conmed shall be responsible for the cost of all prescription and non-prescription medication (as defined by the approved formulary), medical supplies, forms, office supplies, medical records, supplies, books, periodicals, dentures, and prosthetic devices. Conmed shall only be financially responsible for providing pharmaceuticals that are listed on the approved formulary; this specifically excludes HIV medications, Hepatitis medications, and medication for genetic coagulopathies. If medications not listed on the approved formulary are prescribed, Conmed will process such orders and the cost of such prescriptions, including delivery charges will be charged against the CAP as described in Section 1.3 of this Agreement.
- All medications shall be ordered by the responsible physician and up to date records of all medication administration shall be maintained by Conmed. Conmed shall be responsible to ensure that all pharmacy services are monitored by a licensed, qualified pharmacist and to comply with the regulations of the federal government and the Commonwealth of Virginia Board Pharmacy, as well as applicable standards of the NCCHC and ACA.
- O. Special Medical Program: Conmed will provide all special health care services required, including but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or inmates with special mental health needs or convalescing inmates. Individual treatment plans will be developed for all chronically ill, terminally ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma and epilepsy. The type of treatment will be determined by the needs of the individual inmate, but may include medications, special diets, physical therapy, laboratory tests, dressing changes, and other services defined within the scope of

work as part of the contract. Each treatment plan will be initiated by the Jail physician and detailed in the inmate's medical record.

1.3 Limitation on Catastrophic Medical Service

Conmed shall arrange for outside medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed physician), requires such care. Conmed's liability for costs associated with the medical services for inmates rendered outside of the Jail will be limited in the following circumstance to the following amounts: Off-site Provider Cost Cap of \$200,000.00 per year for all inmates in the aggregate. The Jail shall be responsible for medical costs that exceed the cap of \$200,000.00 per year. The intent of this Section 1.3 is to define Conmed's limit of costs for hospitalization and other medical services rendered outside the Jail, and the cost of non-formulary medications. Conmed will pay for such hospitalization and other medical services rendered outside the Jail, and for non-formulary medications. Any monies remaining in the CAP at the end of the contract year shall be rolled into the next contract year. In the event of dissolution of the medical contract, all monies left in the CAP shall be returned to the Jail within 90 days of the end of the contract.

1.4 Exceptions to Treatment

Conmed will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, Conmed will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any inmate prior to the inmate's formal booking and commitment into the Jail.

Once an inmate has been medically stabilized and committed to the Jail. Conmed will be financially responsible for the cost of all medical treatment for health care services, with the exception of medications not listed on the approved formulary and more specifically excludes HIV medications, Hepatitis medications, and medication for genetic coagulopathies. Conmed shall also not be responsible for the cost of off-site care for pre-existing conditions, or the cost of treatment defined as a CAP expenditure. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed inside the Jail.

Conmed shall not be responsible for medical costs associated with the delivery of infants born to inmates in custody nor any medical care of any infants born to inmates in custody.

Conmed shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of Conmed. Conmed shall not be responsible for the costs or furnishing of any therapeutic abortion.

Other than those tests specified in Section 1.2 - K & L - Other Services, Conmed will not be responsible for any medical testing or obtaining samples which are forensic in nature.

1.5 Inmates Outside the Jail

Health care services are intended only for those inmates in the actual physical custody of the Jail. This includes inmates under guard in outside hospitals. Such inmates will be included in the daily population count. No other inmates, including those in outside hospitals who are not under guard, shall be the responsibility of Conmed, nor shall such inmates be included in the daily population count.

Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergency, inmates on escape status, inmates on probation, parole or supervised custody who do not stay in the Jail over night, will not be included in the daily population count, and will not be the responsibility of Conmed with respect to the payment or furnishing of health care services. The cost of medical services provided to inmates who become ill or are injured while on temporary release will not be the financial responsibility of Conmed after their return to the Jail. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release.

Inmates in the custody of other police or other Jail jurisdictions at the request of the Jail are likewise excluded from the population count and are not the responsibility of Conmed for the furnishing or payment of health care services.

1.6 Elective Medical Care

Conmed will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not, in the opinion of Conmed's Medical Director, cause the inmate's health to deteriorate or

cause definite harm to the inmate's well-being. Such decisions concerning medical care shall be consistent with general NCCHC standards. Any referral of inmates for elective medical care must be reviewed by the Superintendent prior to provision of such services.

1.7 Transportation Services

To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services Conmed is obligated to pay under this Agreement, the Superintendent will, upon prior request by Conmed, its agents, employees or contractors, provide transportation as reasonably available, provided that such transportation is scheduled in advance.

1.8 Performance Measures

Conmed will maintain NCCHC and ACA accreditations for the Jail throughout the term of this Agreement. In the event Conmed fails to maintain NCCHC or ACA accreditation, Conmed will pay the costs of a NCCHC or ACA resurvey of the Jail, with that cost limited to the actual cost of the necessary resurvey. Conmed shall not be responsible for NCCHC or ACA requirements not under Conmed's direct control or within the scope of Conmed's services.

ARTICLE II: PERSONNEL

2.1 Staffing

- (a) Conmed shall provide medical, dental, mental health, technical and support personnel as necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. The staffing chart attached (Attachment B) includes the agreed-upon staffing matrix necessary to provide the health care services required at the Western Virginia Regional Jail. It is understood that Conmed may utilize sub-contractors or personnel provided by its subsidiary companies to provide services under this Agreement, and that all requirements and obligations imposed on Conmed by this Agreement will apply to such sub-contractors and/or subsidiary company personnel. All such Conmed personnel will hereinafter be referred to as "Personnel".

- (b) The staffing pattern is based on the assumption that there will be up to an average of 550 inmates. Should the inmate population increase to a level greater than 550 during the contract year, additional health care staffing beyond the positions noted above may be negotiated with the Superintendent. Should a sustained increase occur during the fiscal year, Conmed may review the staffing and propose necessary adjustments in staffing and staffing costs in order to accommodate any additional staff positions which may be needed to serve the increased inmate population. Should a sustained decrease in inmate population occur during the fiscal year or contract year, Conmed may propose a decrease in staffing to an appropriate level for the population at the end of each contract year.
- (c) Conmed shall interview each candidate for employment, and/or sub-contractor personnel, and/or subsidiary company personnel, with special focus on technical expertise, emotional stability, and motivation. The final selection shall be subject to approval by the Superintendent or his/her designee. This approval shall not be unreasonably withheld.
- (d) Conmed shall engage only licensed and qualified Personnel to provide professional coverage. All medical staff providing services under contract must be licensed to practice in the Commonwealth of Virginia. The Health Services Administrator shall have general responsibility for the successful delivery of health care at the Jail.
- (e) An on-site visit to the Jail shall be made by all screened candidates prior to formal decision of employment.
- (f) Initial and continued employment of Personnel, shall be subject to approval of the Superintendent or his/her designee for compliance with security regulations.
- (g) All Personnel shall be required to pass a background investigation conducted by the Jail staff as a requisite for initial and/or continued employment. The Superintendent or his/her designees reserve the right to immediately revoke the security clearance of any Conmed Personnel consistent with the need to maintain the security and safety of the Jail.
- (h) All Conmed personnel shall comply with state, federal, and local laws, regulations, court orders, Administrative Regulations, Administrative Directives, and policies and procedures or the Western Virginia Regional Jail, within a reasonable period of time, or as required by law.

- (i) Conmed shall be responsible for paying any and all State and/or Federal income, social security and unemployment taxes for it and its employees. Conmed shall also be responsible for paying any applicable workers' compensation coverage for its employees and any unemployment taxes due to the earnings of its employees.
- (j) Conmed shall recruit, select, train, promote, transfer, and release its Personnel, as contemplated hereunder, without regard to race, color, religion, national origin, veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Furthermore, Conmed, and its sub-contractors and subsidiary companies, shall administer other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, veteran status, age or sex.

2.2 Licensure. Certification and Registration of Personnel

All Personnel provided or made available by Conmed to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Virginia law. Conmed shall provide current copies of all certifications and licenses of their Personnel to the Jail's Accreditation Manager as well as maintain a copy in the medical section.

2.3 Superintendent's Satisfaction with Health Care Personnel

If the Superintendent becomes dissatisfied with any health care Personnel provided by Conmed hereunder, or by any independent contractor, subcontractors or assignee, Conmed, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Superintendent of the grounds for such dissatisfaction and in consideration of the reasons therein, shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Superintendent, Conmed shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Superintendent has expressed dissatisfaction. Should removal of an individual become necessary, Conmed will be allowed reasonable time to find an acceptable replacement, without penalty or any prejudice to the interest of Conmed.

2.4 Use of Inmates in the Provision of Health Care Services

Inmates shall not be employed or otherwise engaged by either Conmed or the Superintendent in the direct rendering of any health care services. Upon prior written approval of the Superintendent, inmates may be used in positions not involving the rendering of health care services directly to inmates.

2.5 Research Involving Inmates

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Superintendent. The conditions under which the research shall be conducted shall be agreed upon by Conmed and the Superintendent and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

2.6 Subcontracting and Delegation

In order to discharge its obligations, hereunder, Conmed may engage certain health care professionals as independent contractors rather than as employees. The Superintendent may request to approve such professionals, but approval will not be reasonably withheld. Subject to the approval described above, the Superintendent consents to such subcontracting or delegation. As the relationship between Conmed and these health care professionals will be that of independent contractor, Conmed will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Conmed will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Conmed shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and dentists performing duties as agents or independent contractors of Conmed under this Agreement, Conmed shall provide the Superintendent proof that each independent subcontractor is properly covered by the appropriate malpractice insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Over and above this coverage, Conmed will maintain liability insurance coverage as provided in Article XI - 11.1 of this Agreement.

2.7 Staffing Paybacks

Should any position of the clinical personnel in the staffing matrix chart not be provided for a period of three days due to causes other than vacation, holiday or sick leave, Conmed agrees to back fill such position with similarly licensed personnel (or more advanced personnel). Should Conmed fail to back fill such vacant positions, Conmed agrees to pay the Jail an amount equal to the salary, for the number of days exceeding three days, of the person defined by the contract staffing matrix.

2.8 Discrimination

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

The contractor does not, and during the term of this contract will not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

The Jail does not discriminate against faith-based organizations. For the purposes of this section, "faith-based organization" means a religious organization that is or applies to be a contractor to provide goods and services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

ARTICLE III: ACCREDITATION

3.1 Obligation of Conmed

During the term of this Agreement, Conmed's services shall meet the health care standards promulgated by the National Commission on Correctional Health Care (NCCHC) for Health Services in Facilities (2008 Standards) and American Correctional Association (ACA) 4th Edition for Adult Local Detention Facilities. This obligation shall include the providing of written reports, on-site reviews, preparation of forms and applications and attendance at meetings as required by the Superintendent. Conmed shall not be responsible for NCCHC or ACA requirements not under Conmed's direct control or within the scope of Conmed's services. Conmed shall ensure compliance with the ACA 4th Edition ALDF Standard and the NCCHC 2008 Standards. Conmed shall update all standards in accordance with the appropriate accrediting bodies.

ARTICLE IV: EDUCATION

4.1 Inmate and Staff Education

- (a) Conmed shall conduct an ongoing health education program for inmates and Jail staff with the objective of raising the level of inmate health and health care. Conmed may participate in training offered by the Jail.
- (b) Training for the Jail staff and Contract personnel may include but not be limited to, CPR training, first aid training, blood-borne pathogen (HIV & HBV, HCV) diseases, emergency procedures training, identification of emotional and psychological problems, recognizing signs and symptoms of alcohol and substance abuse, and other medically-related training programs as deemed necessary by the Superintendent. In-service training will be available on all of the above topics at least annually. Each staff member will be trained in first aid annually. Training programs shall be coordinated between the Conmed Health Services Administrator and the Jail's Training Officer, as designated by the Superintendent.
- (c) Conmed shall provide appropriate in-service training for all health care staff in accordance with ACA and NCCHC standards. The

selected topics which require staff training shall be identified on an on-going basis through the Quality Improvement Program.

ARTICLE V: REPORTS AND RECORDS

5.1 Medical Records

- (a) Conmed shall utilize the jail's information management system (JMS and Electronic document management system) to maintain a medical record for each inmate who has received health care services. The medical record shall be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. Under most circumstances, the inmate medical record will be maintained in electronic format. A complete copy of the applicable medical record shall be available to accompany each inmate who is transferred from the Jail to another location for off-site services. Medical records shall be kept confidential, and Conmed will follow the Jail's policy with regard to access by inmates and Jail staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records shall be released by Conmed except as provided by Jail's policy, by a court order, or otherwise in accordance with applicable law. At the termination of this Agreement, all medical records shall be delivered to and remain the property of the Superintendent. However, Conmed may have access to inmate medical records, after the contract period, under circumstances as allowed by law.
- (b) Conmed shall seek and obtain from any inmate information concerning any health insurance the inmate may have that would cover services rendered by Conmed hereunder, and the Jail will cooperate fully with Conmed in its efforts to secure this information. Whenever outside medical providers are utilized, Conmed will attempt to identify "pre-existing" medical conditions which will be considered the financial responsibility of the inmate.
- (c) The Superintendent shall provide Conmed with information pertaining to inmates that Conmed identifies as reasonable and necessary for Conmed to adequately perform its obligations hereunder.

5.2 Regular Reports by Conmed to the Superintendent

Conmed shall provide monthly written reports detailing the overall operation of the health care services program and the general health of

inmates committed to the custody of the Jail. The following reports by way of illustration and not limitation shall be provided:

- (a) Monthly status report of services provided to inmates
- (b) Monthly report on services provided to individual inmates and the costs applied against the annual aggregate CAP.
- (c) Monthly, quarterly, and annual reports for the analysis of services provided
- (d) Findings of the Medical Audit Committee
- (e) Issues and concerns identified at administrative meetings with Jail officials
- (f) Other reports required by the Superintendent, National Commission On Correctional Health Care standards, American Correctional Association standards, and the Virginia Department of Corrections standards

5.3 Inmate Information

Subject to the applicable Virginia law, in order to assist Conmed in providing the best possible health care services to inmates, the Superintendent will provide Conmed with information pertaining to inmates that Conmed and the Superintendent mutually agree that is reasonable and necessary for Conmed to adequately perform its obligation hereunder.

5.4 Conmed Records Available to the Superintendent with Limitations on Disclosure

Conmed shall make available to the Jail upon request, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. The Jail understands that many of the systems, methods, procedures, written materials and other controls employed by Conmed in the performance of its obligations hereunder are proprietary in nature and will remain the property of Conmed. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Jail, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance in writing by Conmed.

5.5 Jail's Records Available to Conmed with Limitations on Disclosure

During the term of this Agreement and for a reasonable time thereafter, the Superintendent will provide Conmed, at Conmed's request, the Superintendent's records relating to the provision of health care services to inmates as may be reasonably requested by Conmed or as are

pertinent to the investigation or defense of any claim related to Conmed's conduct. Consistent with applicable law, the Superintendent will make available to Conmed such records as are maintained by the Superintendent, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent the Superintendent has any control over those records) as Conmed may reasonably request. Any such information provided by the Superintendent to Conmed that the Jail considers confidential shall be kept confidential by Conmed and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Superintendent.

ARTICLE VI: SECURITY

6.1 General

Conmed and the Jail understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Conmed as well as for the security of inmates and Jail's staff, consistent with the correctional setting. The Jail will provide sufficient security to enable Conmed to safely and adequately provide the health care services described in this Agreement. Nothing herein shall be construed to make the Superintendent, his/her officers or employees a guarantor of the safety of Conmed employees, agents or subcontractors, including their employees.

6.2 Loss of Equipment and Supplies

The Jail shall not be liable for loss of or damage to equipment and supplies of Conmed, its agents, employees or subcontractors unless such loss of damage was caused by the actions of the Superintendent or his/her employees that are not covered by the doctrine of sovereign immunity, or the purposeful behavior of the jail inmates.

6.3 Security During Transportation Off-Site

The Jail will provide security as necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General

The Jail agrees to provide Conmed with office space, facilities, internet access, the existing equipment in place in the jail's medical unit upon the implementation of this contract, utilities including all local telephone costs. Conmed will be responsible for all long distance telephone costs. The Jail will provide necessary maintenance and housekeeping of the office space and facilities. Conmed agrees it has inspected the Jail and medical office space and facilities and that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement. The Jail shall be responsible for providing substitute space should the designated facilities become unsafe for any reason.

7.2 Delivery of Possession

Upon commencement of the contract, the Jail and Conmed will jointly inventory all supplies and equipment and document the condition of all items. The Jail and Conmed shall conduct annual inventories of all Jail owned equipment and provide the inventory to the Jail's Business Manager. Beginning on the date of commencement of this Agreement the Jail will provide to Conmed, possession and control of all Jail owned medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement; Conmed will return to the Jail's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

7.3 Maintenance and Replenishment of Equipment

During the term of this Agreement, Conmed shall be responsible for the proper operation and cleaning of all Jail's medical unit equipment necessary for the performance of this contract. Routine preventive maintenance, repair and replacement of Jail owned equipment shall be the responsibility of the Jail. If additional equipment and instruments are required by Conmed during the term of this Agreement, it shall be the responsibility of Conmed to purchase such items at its own cost. At the end of this Agreement, or upon termination, the Jail shall be entitled to purchase Conmed's equipment and instruments upon a mutually agreed depreciation schedule.

7.4 General Maintenance Services

The Jail will provide, for each inmate receiving health care services, the same services and facilities provided by the Jail for all inmates at the Jail

including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT

8.1 Term

The initial term of this Agreement shall be one (1) year commencing February 1st, 2009 and ending February 1st, 2010. The Jail may extend the contract for additional one (1) year terms, up to a maximum of three (3) years including the initial one year term, if mutually agreeable in writing by the Superintendent and Conmed. By November 30th of each contract year, the parties shall indicate whether it is their intention to seek a renewal of the contract and define any specific terms and conditions they may seek to change for the forthcoming contract year, including pricing and CPI changes. Any preliminary agreement reached regarding renewal shall be subject to the approval of the Western Virginia Regional Jail Authority Board and the appropriation of funding.

8.2 Termination

This Agreement may be terminated as otherwise provided in this Agreement as follows:

- (a) Termination by Cause: The Jail may terminate this Agreement at any time if Conmed fails to carry out the provisions of the Agreement or to make substantial progress under the terms specified in this Agreement. The Superintendent shall provide Conmed with written notice of conditions the Jail believes justify termination of the Agreement. If after notice, Conmed fails to remedy the condition contained in the notice within a reasonable time period not to exceed 90 days, the Jail may issue an order to stop work immediately. The Superintendent will be obligated to reimburse Conmed only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non-performance. Conmed may terminate this Agreement at any time if the Jail fails to carry out the provisions of the Agreement or to make substantial progress under the terms specified in this Agreement. Conmed shall provide the Jail with written notice of conditions that Conmed believes justify termination of the Agreement and if the Jail fails to remedy the

condition contained in the notice within a reasonable time not to exceed 90 days Conmed may terminate the this Agreement.

- (b) Termination by Agreement: In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (c) Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Western Virginia Regional Jail Authority. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the Jail shall be entitled to immediately terminate this Agreement, without penalty or liability beyond payment for services rendered prior to the notice of termination.
- (d) Unless otherwise agreed to by the Jail and Conmed, this Agreement shall become null and void on the last day of the fiscal year for which appropriations were received.

8.3 Responsibility for Inmate Health Care

Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail will be transferred from Conmed to the Superintendent.

ARTICLE IX. ADMINISTRATION

9.1 Policies and Procedures

Conmed shall implement site specific policies, procedures and protocols for the health care unit and medical staff which are compliant with American Correctional Association standards, National Commission on Correctional Health Care standards, and Virginia Department of Corrections minimum standards for jails and lockups. In areas which impact upon the security and general administration of the Jail, the policies and procedures of Conmed are subject to review and approval of the Superintendent. Subsequent modifications to the policies and procedures shall be made by the Medical Audit Committee and approved by the Superintendent or his/her designee.

9.2 Unusual Incidents

Conmed shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Superintendent or his designee.

9.3 Public Relations

The Health Services Administrator or his/her designee shall represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by both parties.

9.4 Utilization Management

On a daily basis, Conmed shall review the health care status of inmates admitted to hospitals to ensure that the duration of hospitalization is not longer than medically required by best practices.

9.5 Program Support Services

The following program support services by way of illustration and not limitation shall be provided by Conmed:

- (a) Conmed shall establish a Medical Audit Committee. The Medical Audit Committee shall be responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the health care program at the Jail. The Medical Audit Committee shall also review and evaluate the performance of the health care program, review issues associated with quality of care, and approve all health care policies and procedures. The Medical Audit Committee shall meet at least monthly and consist of a corporate staff member from Conmed, the Jail Physician, Health Services Administrator, the Superintendent and/or his/her designee, and others as the Superintendent or Conmed deems appropriate.
- (b) Conmed shall establish a Quality Improvement Program. The Quality Improvement Program shall focus on ensuring that quality health care services are provided to all inmates. The Quality Improvement Program shall incorporate a methodology for assessing the quality of the clinical practice, inmate and staff education programs, and program administration.
- (c) Conmed shall establish a Cost Containment Program. The Cost Containment Program shall focus on the implementation of mechanisms to control health care costs and the identification of areas where savings can be realized. Conmed, and its third party

administrator (TPA) shall negotiate with local healthcare providers to establish the lowest available cost for off-site medical care

- (d) Conmed shall establish a methodology and system for collecting, analyzing, and reporting statistical information on the utilization of health care services at the Jail.
- (e) Conmed shall establish and implement policies and procedures for handling inmate complaints. Conmed shall provide a written response to inmate complaints. A copy of the written response to inmate complaints shall be forwarded to the Superintendent or his/her designee.
- (f) Conmed shall establish short-term and long term goals for the health care program for the Jail. Measurable objectives, with strategies for the achievement of each objective shall be developed. Conmed shall report to the Superintendent or his/her designee progress toward meeting the established goals and objectives.

ARTICLE X: COMPENSATION

Base Compensation

The Jail will pay to Conmed the sum of \$ 1,719,698.00 for the first twelve months of this Agreement, payable in twelve (12) monthly installments of \$143,308.00 each. Conmed shall submit a billing invoice to the Superintendent at the beginning of each monthly billing period which shall be payable within thirty (30) calendar days after the date of receipt by the Superintendent of a correct billing invoice. If an incorrect billing invoice is submitted, payment shall be made within thirty (30) calendar days of receipt of a corrected billing invoice. At the end of each monthly billing period adjustments shall be determined and reflected on subsequent billing periods. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Conmed will be prorated accordingly for the shortened month.

OFF-SITE MEDICAL SERVICES CAP

Conmed shall arrange and pay for outside medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning the Jail Physician), requires such care. Conmed's liability for costs associated with the medical services for inmates rendered outside of the

Jail and the cost of non-formulary medications will be limited in the following circumstance to the following amounts: Outside Provider Cost Cap of \$200,000.00 per year for all inmates in the aggregate. The Jail shall be responsible for medical costs that exceed the cap of \$200,000.00 per year. Conmed shall prepare a monthly CAP expenditure report for the Superintendent. The report shall include all expenditures for medical services rendered under the off-site medical services and non-formulary medications CAP. Any monies remaining in the CAP at the end of the contract year shall be rolled into the next contract year. In the event of dissolution of the medical contract, all monies left in the CAP shall be returned to the Jail within 90 days after the end of the contract. Payment of the CAP funds shall occur at the beginning of each fiscal year except as otherwise provided in this contract. The Jail shall pay for expenses incurred above the CAP within 30 days of the receipt of the monthly invoice for payment and receipt of the Superintendent's monthly expenditure report.

10.2 Increases in Inmate Population.

The parties agree that the annual base price is calculated based upon an average daily inmate base population of the Jail.

- (a) A per diem cost per inmate of \$1.99 shall be used as a basis for the portion of charges payable to Conmed in the case of fluctuation in the Jail population over 550 inmates and reimbursement to the Jail in the case of fluctuation in the Jail population under 500 inmates. When the number of inmates in the custody of the Superintendent averages in excess of 550 inmates per monthly billing period, Conmed shall be paid, in addition to the annual contract price payment, an amount equal to the number by which the average of 550 is exceeded during the referenced month times the per diem rate times the number of days in the affected monthly billing period.
- (b) Whenever the daily number of inmates in the custody of the Superintendent averages below 500 inmates per monthly billing period, Conmed shall reimburse or deduct from the annual contract price payment, an amount equal to the number by which the average is below 500 inmates during the referenced month times the per diem rate times the number of days in the affected monthly billing period.
- (c) The inmate population shall be determined as of 7:00 a.m. every Tuesday of the contract term and the population for all of the Tuesdays in a billing period divided by the number of Tuesdays in

the billing period shall be the average population for the computation for that monthly billing period.

- (d) Payment for per diem charges or reimbursements resulting from population fluctuations payment shall be made within thirty (30) calendar days of the end of each monthly billing period.
- (e) This per diem is intended to cover additional-costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies, and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows significantly and if the population increase is sustained. Prior to November 30th, of each contract year, Conmed may propose to the Superintendent an increase in its cost for services in order to continue to provide services to the increased number of inmates and maintain the quality of care. Final approval of proposed increases in the contract pricing in order to continue to provide services to an increased inmate population rests with the Superintendent.

Compensation Escalator

For the initial period of the contract, the Jail will provide a sum of \$50,000.00 to Conmed for the purpose of paying expenditures under the CAP. On July 1st, 2009, the Jail intends to provide an additional \$200,000.00 for the purpose of paying expenditures under the CAP. Any amount of the initial \$50,000.00 dollar investment to the CAP that is not used or encumbered from February 1st to June 30th shall be kept in the CAP and added to the July 1st investment of \$200,000.00

The compensation (i.e., annual base price and per diem rate as defined in Sections 10.1 and 10.2, respectively) to Conmed may be increased on July 1 of each year by the average percentage increase of the Consumer Price Index (CPI), Medical Service Component (MSC) for the Northeast and for the South. The CPI adjustment for each successive twelve (12) month period shall be determined by comparing the CPI medical services component for May of the current contract year with the CPI for the same period of the prior year. The resultant percentage increase shall be multiplied by the annual base price and shall also be multiplied by the per diem rate to determine the subsequent annual price and the subsequent per diem rate. Such CPI increases shall not exceed 5% of the contract price. Conmed shall provide the final CPI adjustment percentage to the Jail by June 20th, of each contract year. At that time, the contract shall be amended to reflect the actual value of the contract.

10.4 Inmates from Other Jurisdictions

Medical care rendered within the Jail to inmates from other jurisdictions housed in the Jail pursuant to contracts between the Superintendent and such other jurisdictions will be the responsibility of Conmed. Medical care that cannot be rendered in the Jail will be arranged by Conmed, but Conmed shall have no financial responsibility for such services. Conmed shall be provided the name and responsible jurisdiction of any inmate housed in the jail for whom Conmed is not responsible for the cost of off-site medical costs. Conmed shall be provided the billing information of the jurisdiction and Conmed will arrange for the responsible jurisdiction to be billed for all off-site medical costs or other medical services identified in this agreement, for which Conmed is not responsible.

ARTICLE XI: LIABILITY AND RISK MANAGEMENT

11.1 Insurance

During the term of this Agreement, Conmed shall maintain the following professional liability insurance coverage:

- a) Workers' Compensation: Conmed shall provide all statutorily required benefits for Workers Compensation under Virginia law.
- b) Claims made professional liability insurance for the applicable Statutes of Limitations periods for medical services described hereunder, with coverage to include claims arising under Part 42, U.S.C. Section 1983, and any similar Federal and State statutes, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.
- c) "Claims Made" commercial general liability insurance shall be maintained with the following limits:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$3,000,000 aggregate
 - \$1,000,000 products/completed operations
- d) An umbrella form excess liability insurance policy may be used to help achieve the above limits. It must be furnished with a certificate or endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the professional liability and commercial general liability insurance.

e) Conmed shall name the Western Virginia Regional Jail, the Superintendent, and officers and agents and employees of each, as additional insured's upon execution of the contract. Conmed shall provide the Jail with a standard notice of insurance cancellation or written notification of any reduction in the policy amounts.

f) Performance Bond: Conmed shall provide the Western Virginia Regional Jail Authority with a performance bond equal to the total annual value of the contract. The performance bond shall be renewed annually and shall be paid for in full by Conmed, Inc.

11.2 Hold Harmless

Conmed shall indemnify, defend and hold the Jail, and officers, agents and employees of each, harmless from and against any claims arising out of the performance or non-performance by Conmed of its obligations hereunder; provided, however, Conmed will not be responsible for any claim arising out of (i) the Superintendent or his/her officers, agents or employees preventing an inmate from receiving medical care ordered by Conmed or its agents or (ii) failure by the Superintendent or his/her officers, agents or employees to exercise good judgment in promptly presenting an ill or injured inmate to Conmed for treatment. The Superintendent shall immediately notify Conmed of any incident, claim or lawsuit of which the Superintendent becomes aware and shall fully cooperate in the defense of such claim, but Conmed shall retain sole control of the defense while the action is pending.

The Superintendent, to the extent permitted by law, does hereby agree to indemnify and hold harmless Conmed, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the Jail and the custody of inmates except as would relate to any injury, claim action, lawsuit, damage, judgment or liability caused by or contributed to by the negligence of Conmed, its agents, servants, employees or medical staff to the extent of such negligence.

ARTICLE XII: MISCELLANEOUS

12.1 Independent Contractor Status

The parties acknowledge that Conmed is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an

agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

12.2 Assignment and Subcontracting

Conmed shall not assign, transfer, convey, sublet, or otherwise dispose of this award, or any or all of its rights, obligations, or interests under this Agreement without the prior written consent of the Superintendent. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve Conmed of its independent obligation to provide the services and be bound by the requirements of this Agreement. Such consent for assignment shall not be unreasonably withheld.

12. Drug Free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

(REMAINDER OF PAGE LEFT INTENTIONALLY LEFT BLANK)

12.3 Notice

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

A. Superintendent

Superintendent Charles I.
Poff, Jr.
Western Virginia Regional
Jail
5885 West River Road
Salem, Virginia 24153

B. Richard Turner, PhD., Chairman and Chief Executive Officer

Conmed, Inc.
7250 Parkway Drive, Suite
400
Hanover, Maryland 21076

Notices shall be effective upon receipt.

12.4 Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the Commonwealth of Virginia, except as specifically noted.

12.5 Entire Agreement

This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon

the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

12.6 Amendment

This Agreement may be amended or revised only in writing and signed by all parties.

12.7 Waiver of Breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

12.8 Other Contracts and Third-Party Beneficiaries

The parties agree that Conmed shall take all reasonable steps necessary to insure availability of third party reimbursement such as Medicaid, Medicare or other health insurance coverage. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

12.9 Medical Treatment Co-Payment Program

In accordance with the Superintendent's policy and procedures, Conmed shall support and continue the Jail's medical treatment program that requires inmates to pay a portion of the cost associated with providing medical treatment. Conmed shall be required to complete the "Inmate Charge Sheet" and have inmates sign for services rendered and to provide information as required by Superintendent's personnel.

12.10 Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

12.11 Force Majeure

Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

12.12 Effect of This Agreement

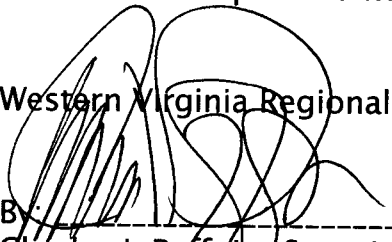
This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. This Agreement may be modified only in writing that expressly references this Agreement and is executed by both of the parties hereto.

12.13 Liaison

The Superintendent or his/her designee shall be the liaison with Conmed's President or designee.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

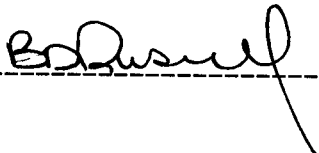
Western Virginia Regional Jail

By: 
Charles I. Poff, Jr., Superintendent

Date:

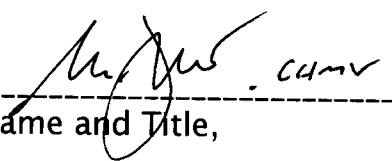
December 4, 2008

ATTEST:
Witness



Date: 12/4/08

CONMED, INC.

By: 
Name and Title,

Date:

11/26/2008

ATTEST:
Witness



Date:

11/26/08

EXHIBIT E
WELLPATH TECHNICAL PROPOSAL SECTIONS 3 AND 5
Western Virginia Regional Jail

Healthcare and Pharmaceutical Services for the Inmates of the
Western Virginia Regional Jail
RFP # 2019-066

Technical Proposal

January 18, 2019
2:00 PM EST



Respectfully Submitted to:

W.L Heath Honaker, Purchasing Manager
County of Roanoke
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 283-8146

Submitted by:

Wellpath, LLC
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217
800-592-2974
Tax ID# 32-0092573
Virginia State Corporation Commission ID: T0376436

Points of Contact:

Gina Rose
Vice President of Partner Development
615-324-5746
gmrose@wellpath.us

Kip Hallman
President
858-283-8619
kip.hallman@wellpath.us

This submittal includes one (1) original, two (2) electronic (USB Flash Drive) one as submitted, and one redacted to remove all confidential and proprietary material, and seven (7) exact duplicates of the Sealed Proposal.



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Wellpath Onboarding Book of Knowledge CONFIDENTIAL*	G
Emergency Equipment/Response Competency Checklist CONFIDENTIAL*	H
Required Client Lists CONFIDENTIAL*	I
Litigation History CONFIDENTIAL*	J
Suicide Prevention Campaign DVD	Front Pocket of Original Binder
Financial Statements – CONFIDENTIAL*	Back Binder Pocket



3 Section Three - Offeror's Work Plan

Our proposal includes bids to provide both Healthcare Services and Pharmaceutical Services. We will continue to provide a healthcare delivery system that is specifically tailored to WVRJ's requirements. We maintain our managed care system that promotes efficiency and reduces cost by eliminating unnecessary services and encourages preventive health measures in the inmate population. Wellpath staff will continue to be responsible for identifying all inmate health care needs and scheduling appropriate treatment, as well as coordinating all emergency and non-emergency on-site and off-site medical services.

3.1 General Requirements for Health Care Services

3.1.1 Accreditation

National Commission on Correctional Health Care (NCCHC)

Wellpath has significant experience achieving and maintaining NCCHC accreditation for our clients. We will ensure that the WVRJ's medical program obtains NCCHC accreditation as required by the RFP. **We have never failed to obtain nor lost accreditation status at any of our client sites.** In addition to complying with the requirement to obtain NCCHC accreditation, we will bear the cost of accreditation.

Wellpath will submit to WVRJ an action plan, timetable, assignments, and resource requirements that will support medical and behavioral health accreditation by the NCCHC at the WVRJ. Progress toward accreditation goals will be reported and discussed as a standard agenda item at each Medical Advisory Committee meeting. It is important to note that the precise timeline for achieving accreditation is dependent on the NCCHC's audit schedule.

We have obtained first-time NCCHC accreditation for several of our client facilities, including but not limited to:

- Shelby County Jail and Jail East, TN
- Newport News City Jail, VA
- Durham County Detention Facility, NC
- Waukesha County Jail, WI

NCCHC Experience: Success Story at the Adelanto Detention Facility

Within one week of our arrival at the Adelanto Detention Facility, Wellpath developed a more reliable method of tracking caseloads, appointments, and treatment plans for mental health staff, allowing our team to better manage their caseloads. Within two months after Wellpath began providing health care services, mental health treatment plans were developed for all detainees being seen by mental health staff. Several measures were put in place to provide increased accountability and organization to the department. The NCCHC conducted an initial audit during this time and had only positive findings, granting first-time accreditation to the facility.

Approximately three months after transitioning to Wellpath services, the Detention Facility was fully staffed in mental health and was sufficiently demonstrating to ICE that a higher population of detainees could be adequately managed. As a result, the detainee population nearly doubled within four months of our arrival. This is indicative of the our company's experience in transitioning sites needing improved



organization and implementing sound processes and treatment modalities that effect change and ensure success.

Within six months of assuming the responsibility for the delivery of health care at the Adelanto Detention Facility, Wellpath corrected all existing deficiencies and implemented processes and procedures that resulted in the facility's population rising impressively from less than 1,000 to the maximum population of 1,900. The new population has remained steady ever since, generating millions of dollars in increased revenue for the client.

American Corrections Association (ACA)

Working with the WVRJ, Wellpath obtained first-time ACA accreditation for the WVRJ, and we will continue to assist the WVRJ in maintaining accreditation throughout the duration of the contract.

In addition to WVRJ, we have obtained first-time accreditation for several of our client facilities, including but not limited to:

- Shelby County Jail and Jail East, TN
- Richland County Alvin S. Glenn Detention Center, SC
- Onondaga County Justice Center, NY
- New Hanover County Detention Center, NC
- Elkhart County Corrections Center, IN
- McHenry County Jail
- Douglas County Correctional Center, NE
- Wyandotte County Juvenile Detention Center, KS
- Augusta-Richmond Charles B. Webster Detention Center, GA

For those facilities where Wellpath was responsible for obtaining accreditation, the average length of time between the initial application and the first successful audit was 12 months, or less in many instances. For example, Wellpath has obtained accreditation within 6 months at several sites, including the Douglas County Correctional Center in Nebraska, and the **Western Virginia Regional Jail**. For those sites that were initially accredited under a previous provider, Wellpath has maintained accreditation at every site, and has successfully participated in re-accreditation audits in accordance with the accrediting agency's audit cycle.

Virginia Department of Corrections (VADOC)

Wellpath will also continue to comply with the professional standards of the Virginia Department of Corrections (VADOC). As an example of our ability to ensure compliance with standards, we have maintained 100% VADOC certification at the WVRJ for the past decade.



3.1.2 Transition Implementation Plan

As your incumbent provider at the WVRJ, our health care staff will remain in place; there will be no disruption of services or staffing as typically occurs as a result of a transition to a new provider.

Medicaid Expansion

Our HSA will continue to work with our outside providers to ensure patient enrollment in Medicaid. Bill Prillaman will coordinate with the designated resources to ensure all eligible patients are connected with the appropriate resources to be enrolled in Medicaid as it expands in Virginia. Additionally, this individual will also be available to assist with connecting patients with community resources upon release.

340B Medication Cost Programming

We are exploring a 340B program for the WVRJ to control costs for HIV medication for patients who are HIV positive. We will make arrangements with specialists for HIV disease management.

Concept/Contract Goals for Capitated Services

- Outpatient services for HIV disease management
- Improve standardization of services
- Optimize Telemedicine

Scope of Services

- HIV specialists to provide scheduled and episodic services to manage the HIV population in the WVRJ
- HIV specialists will order medications and ancillary services to include agreed upon lab panels, basic imaging and immunizations directly related to HIV disease. The cost of these service will be applied to the capitated rate.
- HIV specialists will maintain separate medical records and documentation in compliance with 340B cover entity status

340B Pricing

- Accessed to offset additional cost of providing this enhanced services delivery model
- Will enhance coordinated reentry efforts into the community



Proposed 340B Transition with the identification of a 340B Provider

Key Dates*	Action
5-1-2019	Identify Partner Eligible Entity for HIV Care
5-1-2019	Wellpath begins contracting process with Eligible Entity for HIV Care Providers
6-1-2019 thru -7-15-2019* <i>*If this deadline is missed, the next opportunity would be October for a Jan 2020 start</i>	Eligible Entity contracts with a pharmacy to manage 340B medication inventory and dispensing
7-15-2019	Create policies and procedures in conjunction with Eligible Entity to ensure medication adherence at each transition of care (intake, transfer, release)
9-1-2019	Ensure reporting and audit procedures are in place for Federal compliance
10-1-2019	Implementation

Because multiple entities are involved, Wellpath, the Eligible Entity, and the Contracted Pharmacy, timelines are often determined by the time for legal review of the contracts between the entities. Any delays created by the review process, will affect this timeline.

In order for the jail to benefit from 340B medication cost savings, all HIV prescriptions will have to be written by the "Eligible Entity." Because of the importance of medication adherence in the treatment of HIV, it is imperative that prescriptions be continued at intake. This means medications prescribed at intake would not be eligible for 340B discounts. The saving would be based on how quickly a patient is seen by the eligible entity and how long the patient stays at the facility after that encounter. In jails, the cost of the referral to the eligible entity and the loss of returns credit for 340B drugs may negate any 340B drug savings.

3.1.3 Paybacks and Credits

There are a number of paybacks and credits established within this RFP to protect WVRJ and to ensure that contracted hours are provided according to the tables submitted with the proposal. The intent of the paybacks and credits is to retrieve dollars for WVRJ, from the Contractor, that were not paid out to employees or independent contractors because hours were not provided according to the agreement as stipulated by the Contractor in the plan with the bid.

Wellpath understands these paybacks and credits.



Provider Hours

Any hours scheduled for on-site coverage by medical providers (either Medical Director, staff physicians, Chief Psychiatrists, psychiatrists and Mid-level providers but excluding specialty or subspecialty consultants) or by dentists, that are not provided or filled completely by the hour according to Exhibit 3 Staffing Table or otherwise agreed upon with WVRJ, will be adjusted to the benefit of WVRJ in the next monthly payment to the Contractor.

Wellpath understands and will comply with these items with the exception of any items listed in **Section 4.**

Minimum Continuous Staffing

The payback credit for staffing other than providers described in the preceding paragraph will be focused on positions that are scheduled for continuous coverage (24-hour coverage), as well as posts that are critical to the maintenance of operations and require relief in any and all situations. This payback will be taken by WVRJ as a credit against the next routine monthly payment to the Contractor and will consist of 100% of the hourly rate plus benefits for the position as identified by the Contractor in the attachment to the proposal listing hourly rates for all positions contained in the RFP, or as adjusted annually, as applicable.

Wellpath understands and will comply with these items with the exception of any items listed in **Section 4.**

3.1.4 Liquidated Damages and Penalties

Given the nature of the services being provided – medical care to a large number of incarcerated individuals on a daily basis, and the inherent difficulties in proving loss to WVRJ or otherwise obtaining an adequate remedy for a Contractor breach, any agreement entered into under this RFP will include a liquidated damages provision as set out below. By submitting a proposal, the offeror agrees that such liquidated damages provision is reasonable and appropriate. The goal of WVRJ is not to impose liquidated damages, but instead to ensure that the Contractor delivers the required services. WVRJ does not budget or project liquidated damages in its operational planning, and no liquidated damages would be owed if the offeror remains in compliance with the contract terms and conditions.

Wellpath understands and will comply with these items with the exception of any items listed in **Section 4.**

Vacancy

If any position identified in the staffing table submitted by the Contractor in the proposal and agreed upon in the contract remains vacant of a permanent personal for more than thirty (30) days, there will be an assessment of a penalty to include the hourly rate plus an additional twenty-five (25) percent to account for benefits consideration. The penalty will be initiated at the 30-day mark and not at the original date of vacancy. This penalty applies regardless of the type of position. If the provider hours or minimum continuous staffing payback credit is also applied for absent hours and the vacancy extends beyond the thirty (30) days, WVRJ will take the additional 25% penalty. The hourly rate will be credited only one time with the potential for the additional 25% assessment.

Wellpath understands and will comply with these items with the exception of any items listed in **Section 4.**



Temporary Agency Personnel

If temporary, PRN and/or agency personnel usage exceeds 10% of the total hours provided according to the contracted hours, WVRJ may invoke a penalty of \$1,000 per month of occurrence. However, WVRJ will allow a thirty (30)-day cure period when this level of usage is identified. If the usage returns to a level below the penalty point, no penalty will be assessed. This penalty applies regardless of the type of position that the agency staff is filling and is not specific only to nursing jobs.

Wellpath understands and will comply with these items with the exception of any items listed in **Section 4.**

As your current provider, Wellpath is aware of the current vacancies at WVRJ, and our Recruiting Department is working to fill those vacancies. We are thankful for WVRJA's recent approvals of staffing matrix adjustments in order to facilitate a stronger program and our nurses are able to provide valuable insight to future nurses and those who will soon be graduating to help dispel the negative connotations of working in a correctional environment.

Wellpath avoids the use of agency nurses as much as possible. Our relationships with agencies are used only as "a bridge" to continue providing patient care until a permanent solution is secured. Wellpath uses PRN or overtime coverage as temporary solutions until permanent positions are filled.

Wellpath is able to proactively work to minimize staffing vacancies in WVRJ through our organized, proactive recruiting and hiring practices. Our dedicated talent acquisition team of Physician Recruiters, Nurse Recruiters, Managers, and Coordinators actively sources high-potential candidates in Virginia. We maintain a database of candidates that we have independently sourced, in addition to candidates who have shown interest in our opportunities.

Wellpath also seeks to form partnerships with local nursing programs to enhance the availability of qualified nurses. Currently, we have working relationships with: the Virginia Nurses Association, Eastern Coast Polytechnic Institute, Radford College and Jefferson College of Health Sciences. Our recruitment strategies, local relationships, and sourcing tools allow us to target candidates local to Roanoke County when vacancies and other potential staffing needs occur to ensure there are no long-term vacancies.

Waivers (Associated with Liquidated Damages/Penalties)

The Contractor may appeal any assessment of liquidated damages or penalties to the Superintendent. The Superintendent retains the sole and final authority to grant, suspend or deny the Contractor's request for a waiver based on the quality of the argument and documentation provided. The Superintendent may waive the penalty in whole or in part or may delay assessment of the penalty.

Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the Contractor to WVRJ.

WVRJ may assess penalties of \$200.00 for each 14 day Health Assessment and 15 day Restricted Housing Assessment that is not completed within the required time line and \$100.00 for each receiving screening that is not completed within four hours of the inmate being booked into the facility.

Wellpath understands and will comply with these items with the exception of any items listed in **Section 4.**



3.1.5 Staffing and Personnel

The Contractor shall provide health services staff in a professionally acceptable manner. Staff shall be qualified, adequately trained, and demonstrate competency in their assigned duties. Qualified health care staff shall be on duty 24 hours a day, seven days a week.

Wellpath understands this requirement and will comply.

Staffing Plan

Wellpath understands this requirement and will comply. We developed the Staffing Plan for Western Virginia Regional Jail based on the requirements of the RFP, the physical layout and operational capabilities of the facilities, our understanding of the challenges in recruitment and retention of medical personnel for Western Virginia Regional Jail, and most importantly our experience as the incumbent provider.

PROPOSED STAFFING WESTERN VIRGINIA REGIONAL JAIL, VA									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8		8			16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	16	16	16	16	16	16	16	112	2.80
LPN - Medication Pass	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk	16	16	16	8	8			64	1.60
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4							4	0.10
Psychiatric NP	8	8	8	8	8			40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	8	8	8	2	2	44	1.10
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
<i>Subtotal</i>								920	23.00
Nights									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
CMT - Medication Pass	36	36	36	36	36	36	36	252	6.30
<i>Subtotal</i>								420	10.50
TOTAL								1,340	33.50

**May substitute one hour of physician time for two hours of mid-level practitioner time, or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.*



Jail Leadership

The program at the Jail is managed administratively by the full-time Wellpath Health Services Administrator (HSA). In addition to the HSA, Wellpath provides a full-time Director of Nursing (DON) who oversees the nursing services, a Medical Director (0.4 FTE) who oversees and is the authority on all clinical matters, and a Mental Health Coordinator (1.0 FTE) who oversees the Mental Health Program. This leadership team will continue to ensure that all operations of our program are operating efficiently without jeopardizing patient care.

Medical Providers

Our Healthcare program will have 1.4 FTEs of Medical Providers, including the Medical Director (0.4 FTEs) and 1.0 FTE of Nurse Practitioner/Physician Assistant hours. We will continue to have a medical provider on-call 24/7/365. Additionally, our Regional Medical Director will continue to support our on-site providers. Our Regional Medical Director, Dr. Rhodes, is a physician peer that supports on-site providers with clinical consultations and reviews off-site utilization.

Our Medical Providers will:

- Provide direct patient care
- Assess and Manage acute and chronic care illnesses
- Prescribes medication
- Assess the need for offsite services and referrals
- Manages overall medical services and supervises delivery of medical care

Psychiatric Providers

Our Psychiatric program will consist of 1.1 FTEs of Psychiatric Provider hours. Our Psychiatrist (0.1 FTE) will continue to oversee the program and provide clinical consultation to the Psychiatric Nurse Practitioner (1.0 FTE). The Psychiatrist overseeing the Psychiatric Nurse Practitioner will also provide consultative support to our Mental Health Professional as well as collaborate with Community Service Boards and State Hospitals to ensure continuity of care. We will have a psychiatric provider on-call 24/7/365. Our Psychiatric Providers will:

- Assess and manages acute and chronic mental health illnesses
- Prescribe psychiatric medications
- Assess suicidal patients
- Collaborates with somatic medical providers to provide integrated health care
- Assess the need for offsite inpatient hospitalization

Nursing

Wellpath will provide 24/7/365 nursing coverage at Western Virginia Regional Jail. Our staffing plan was created to ensure at minimum, a RN will be onsite at all times. We are proposing 8.4 RN FTEs and 4.9 LPN FTEs for WVRJ. The proposing staffing plan includes an RN at intake 24/7.



Registered Nurses

- Manages Sick Call Program
- Provides nursing leadership on all shifts
- Operates our Detox Program
- Completes the 14 day Health Assessment during the intake screening

Licensed Practical Nurses

- Medication administration and verification
- Wound Care
- Completes Intake under guidance of RN
- Assist RN with clinic operations
- Conducts urgent sick calls

Mental Health

Our Mental Health Team will have at least one member on-site seven (7) days a week. Our proposal includes 2.1 FTEs of mental health staff hours. This includes a full-time Mental Health Coordinator and 1.1 FTEs of Master's Level Mental Health Professional hours.

- Providing daily assessment of those that are in segregated housing as well as those that are identified as high risk for suicide or other mental health crisis.
- Evaluating all patients identified as having mental health needs within seven days of intake.
- Provide consultative support to the Community Service Board during criminal temporary detaining order evaluations.
- Reviews Health Service Request Forms routed to Mental Health daily. These request will be triaged and tasked as appropriate daily.
- Collaborate and consult with the mental health staff working within the jail through grant funded programs.
- Responsible for discharge planning for inmates receiving mental health services, particularly inmates diagnosed with a Severe and Persistent Mental Illness (SPMI), Mental Retardation (MR), or inmates with a serious medical illness and liaison with community resources.

Dental Services

Wellpath will continue to provide on-site Dental Services. Our proposal includes a Dentist (0.25 FTE) and Dental Assistant (0.25 FTE) on site 10 hours per week.

Medication Distribution

Our proposal includes 10.5 FTEs of Certified Medication Technicians (CMTs). The CMT will be on-site 24/7 and be responsible for ensuring our pharmacy program is running efficiently, all patients are administered their medication at the prescribed time, and that all medications are ordered and returned correctly.

Support Personnel

Our proposal also includes a full-time Administrative Assistant. This position will support our clinical operations by:

- Receiving and directing inbound medical unit calls
- Communicating with local emergency personnel (911 system)
- Scheduling off-site Provider patient encounters
- Assisting in the utilization management process



- Communicating with facility administrative personnel to ensure WVRJ's reimbursement through the inmate co-pay system
- Provides administrative support with completing time-sensitive unit tasks
- Maintains multiple computerized logs for quality of care monitoring purposes
- Perform administrative duties for recruiting, hiring, and onboarding

Staff

Wellpath will continue to provide key staff members who possess the qualifications and experience necessary to effectively manage the WVRJ medical program. As the current provider for WVRJ and several other Virginia clients, our local team is already in place. Because these individuals already serve WVRJ, they have a unique understanding of the services required by the contract and the RFP.

The following individuals will continue to support the operation of the WVRJ medical program. Each of these team members will continue to ensure that our programming follows the tenets of a new contract between Wellpath and the County, as well as Wellpath protocols and industry standards.

Local Health Team at WVRJ

David MacDonald, DO
Medical Director

Dr. Zachary Stroud, MD
Psychiatrist

Denise Yopp, LPC
Mental Health Director

Rachel Travitz, BSN, RN
Director of Nursing

(Bill) William Prillaman, III, BSN, MBA, RRT, RN
Health Services Administrator

All positions in our staffing plan will work within their scope of practice, directed by job descriptions that include qualifications and specific duties and responsibilities. Wellpath will continue to provide written job descriptions and protocols for all assignments at the WVRJ. New employees receive a copy of their job description, which is subsequently used for performance evaluations. Position descriptions for the following are included in **Tabbed Attachment D**.

- Medical Director
- Physicians
- Health Care Administrator
- Medical Personnel
- Clerical Staff



Temporary Personnel

Wellpath understands this requirement and will comply.

Wellpath will ensure the same staff category coverage during periods of planned or unplanned absence. The Wellpath staffing plan and relief factor calculations ensure adequate coverage for holidays, weekends, vacation and sick days, emergencies, and any other extenuating circumstances that may arise. We use part-time and per diem personnel to provide coverage for scheduled absences and to supplement any full-time staffing needs.

Wellpath will continue to maintain a PRN (per diem) pool to ensure backfill and relief coverage is available when needed. PRN pool employees are staff members who are committed to several shifts per month and who are open to working when full-time staff members are absent. Our PRN staff complete orientation and ongoing training consistent with our full-time team members to ensure they are capable and ready to provide continuity of services. We select PRN employees based on the requirement that they work a sufficient number of shifts to be familiar with the current policies and procedures.

Wellpath uses PRN or overtime coverage as temporary solutions until permanent positions are filled. Our solid relationships with agencies are used only as “a bridge” to continue to provide quality patient care until a permanent solution is secured. With 427 employees actively serving our Virginia clients, local resources will also be available to cover any staffing needs or assist with emergency response if needed.

Travel Nurse Program

Wellpath has established a Travel Nurse Program to provide coverage for vacancies, reduce overtime hours, and avoid the use of agency nurses. Travel nurses are Wellpath-employed RNs and LPNs who travel to required sites to provide coverage and are available to work multiple shifts and weekends. Wellpath travel nurses obtain licensure in the states that are not compact. They are thoroughly screened based on their clinical skills assessment, knowledge of Wellpath policies and procedures, our Care Management system, and their level of computer literacy. We currently have 10 travel nurses; our ultimate goal is to have 50 travel nurses regionally.

Use of Students and/or Interns

Wellpath understands this requirement and will comply. Any students, interns, or residents providing health care in the facility, as part of a formal training program, will work under Wellpath staff supervision. There will be a written agreement between Wellpath and any training or education facility that covers the scope of the work, length of agreement, and any legal liability issues. Students and interns will agree in writing to abide by all facility policies, including those related to security and confidentiality of information.

Inmate Assistants

Wellpath understands this requirement and will comply. Wellpath will not use inmates to assist with health care, perform familial duties, or interpret for other inmates.



Staff Retention and Recruiting

Wellpath has developed industry-leading talent acquisition and employee retention programs to consistently recruit and retain highly qualified employees. Our initiatives include strategic talent acquisition plans, competitive benefits programs, opportunities for professional development, and structured onboarding programs to educate new employees and welcome them to the Wellpath team. We research rates of pay in different areas to ensure that our salary ranges remain competitive. By showing our employees that they are a valued part of our company, we are able to save our clients unnecessary operational expense and added costs created by turnover.

Talent Acquisition

Wellpath provides on-site support to clients through a highly skilled Human Resources department that facilitates the recruitment, development, and retention of health care professionals. Our dedicated talent acquisition team of Physician Recruiters, Nurse Recruiters, Managers, and Coordinators actively source high-potential candidates, screen applicants, and conduct interviews. Using competency-based behavioral interview questions and partnering with our clinical and operational specialists enables us to make informed hiring decisions. We perform primary source verification of credentials and licensure concurrently during the interviewing and screening process. We then select the best candidates based on qualifications and credentials, experience, references, interview results, and other information.

Local, regional, and national recruitment campaigns keep a constant flow of qualified candidates within reach to discuss opportunities. Our recruiting team begins with our extensive candidate database, and concurrently sources through our broad resources for qualified candidates. Our first focus is recruiting locally and then, if circumstances merit, employing a nationwide search. National recruitment efforts focus on geographic locations where health care professionals are more plentiful and unemployment is higher, which increases the likelihood that candidates will be willing to relocate.

Wellpath uses the iCIMS Applicant Tracking System (ATS) to maximize talent acquisition. Hiring Managers work with a dedicated recruiter and the Wellpath recruiting team to post any open positions in the ATS. The iCIMS Talent Acquisition Software Suite leverages mobile, social, and video technologies to better manage the talent acquisition lifecycle. iCIMS helps us build talent pools, in addition to automating our recruitment marketing, applicant screening, and onboarding processes. The talent acquisition process is illustrated in the following figure.

The Wellpath Talent Acquisition Process





National Recruiting & Sourcing Tools

With continuing challenges of lower unemployment rates for health care professionals, we are vigilant in our constant search for talent. Wellpath continually looks for cutting-edge ways to source and communicate with candidates while also using tried-and-true strategies, like extending a phone call to a candidate directly. On an ongoing basis, we use a wide variety of national recruiting tools that provide access to health care professionals throughout the country.

Wellpath also uses resources that share job postings and information across dozens of other recruiting databases and job sites through a single source. Our strategic use of various databases ensures a continuous feed of the newest resumes and candidates into the Applicant Tracking System that our recruiters use to find the best candidates in the shortest amount of time.

Internal Recruiting

Wellpath posts all job openings internally and externally. Internal applicants are given initial consideration for opportunities based on our desire for team members to be able to advance their careers. Wellpath employees are eligible to apply for internal opportunities after completing six months in their current role, provided they are in good standing.

If a team member is interested in transferring to another position and/or location, as part of the internal application process, he or she must answer questions that validate they have informed their manager of their interest in another position or site. Interviews are typically conducted by the Hiring Manager or regional staff. We also welcome input from our clients during the interview process for key positions.

Equal Employment Opportunities

Wellpath is an Equal Employment Opportunity (EEO) employer with a thorough diversity policy in place to appropriately guide our recruiting and hiring processes. We comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, gender, sexual preference, marital status, age, disability, or national origin.

Salary and Benefits

Wellpath offers competitive salaries and benefits to attract new and retain qualified staff. We conduct local due diligence and salary surveys to ensure that our proposed rates are competitive within the surrounding area and to ensure that staff recruitment and retention efforts are successful. Our benefits program exceeds market standards and is designed to attract and retain health care staff while recognizing the diverse needs and goals of our workforce. Wellpath also promotes retention through:

- Retention bonuses
- Referral bonuses for hard-to-fill positions
- Incremental increases of benefits such as vacation and 401k vesting based on length of employment
- Annual salary increases based on performance and qualifications
- Monetary assistance and time off for CMU/CEU programs related to specific skill sets
- Employer Tuition Reimbursement Program, which can be used for licensure renewal
- Malpractice insurance coverage for practitioners
- Company-sponsored gatherings
- Discounted offerings for theme parks, restaurants, movie theaters, and other activities



Employee Benefits Program

Wellpath provides employees with a comprehensive, flexible benefits program that focuses on their health and well-being. We offer three medical plan options with a robust pharmacy program, two dental plan options, vision, and company-paid life insurance, as well as additional insurance options for employees, spouses, and children. We also offer short- and long-term disability plans to offset income loss in case of an emergency, as well as various supplemental insurance programs that pay staff directly for illness or accidental injury. Additionally, Wellpath offer numerous incentives for employees who take steps towards healthier lifestyles, rewarding them for making healthy choices; a wellness incentive program is an important part of Wellpath's commitment to healthy living.

We encourage our employees to use the benefits we offer to improve their overall wellness. As part of our wellness initiatives, members are rewarded through the MedEncentive programs for learning information that will help improve health. MedEncentive is a program designed to help our employees, in consultation with their doctor, better understand and self-manage their health. Members also gain the peace of mind that comes from knowing their doctor's care is consistent with "best practices" as published by independent and highly credible sources. Each time members visit their physician, they receive an invitation to complete an Information Therapy prescription. Completion is easy, and members earn a \$15 reward each time they complete an Information Therapy prescription.

Preventive care is very important for maintaining well-being and a high quality of life. Simply by obtaining or maintaining an annual physical on file (within the last year), employees receive a \$50 per-paycheck discount off their medical plan premium. Wellpath also offers a Health Savings Account option with an annual employer contribution that allows employees to make pre-tax contributions to pay for doctor's visits, medications, and other health services.

Affordability is top priority for all Wellpath benefit programs. We work closely with our vendors to ensure that we provide competitive benefit plans at affordable rates. To do this, **we subsidize the majority of the total cost of health care** and tier the out-of-pocket bi-weekly premiums so that staff with lower income pay less than staff who earn higher wages. All new hires, transitioning employees, and current staff are able to enroll in Wellpath benefits through our online and mobile enrollment system, which streamlines communications, education, forms, and all other benefit-related options.

Financial wellness is an important aspect of retention, and Wellpath offers multiple retirement and other saving options for employees. In addition to a traditional 401k with a company match, Wellpath offers a Roth IRA, 409A deferred compensation plan, college tuition reimbursement, and a 529 College Savings Plan. Wellpath employees also have the opportunity to meet, at no cost, with a licensed financial advisor who is knowledgeable about our company-sponsored benefits.

Wellpath offers a competitive paid time off program based on years of service, as well as paid holidays throughout the year.

Employee Retention

Consistent staffing improves the quality of patient care and minimizes issues that can lead to grievances and lawsuits. We understand the importance, for continuity of care, of ensuring that the majority of our employees are full-time employees. Wellpath focuses on prudent staff deployment in order to promote high efficiency, fewer mistakes, and improved morale. As a result, we have an excellent retention rate with low turnover.



Wellpath offers benefit-related incentives to entice those who may be looking at a slightly higher rate of pay as per diem staff to commit to full-time employment. We are proud to say that **over 96% of all Wellpath jail positions are filled with permanent employees** (any open positions are temporarily filled through overtime and PRN staffing pools). We attribute our retention success and low turnover to maintaining competitive salary and benefits packages, embracing diversity, rewarding superior performance, and providing meaningful work in a friendly environment.

Professional Development and Tuition Assistance

A successful operation begins with motivated employees who are given the tools they need to be successful in their careers. Caring for and respecting patients in correctional facilities requires hiring ethical and competent professionals, and then building upon their skills through continued training initiatives.

Wellpath has a dedicated Organizational Development Department that offers a full range of professional development opportunities, including training programs, continuing education, clinical exposure, promotion preparation, succession planning, and peer reviews. Our dedication to our employees' continued development and long-term professional satisfaction creates lower turnover, reduces costs due to replacement and training, and strengthens team spirit through mutual respect and recognition of each individual's contributions.

Wellpath encourages employees to take advantage of opportunities for advancement and professional growth. Wellpath offers tuition assistance to employees as an opportunity to advance their skills and their career.

Employee Survey Responses

"Working for and with CCS (now Wellpath) has been a great opportunity for me. I enjoy everything the company does for the sites as a whole as well as on an individual basis. They continue to help us grow and develop as a group through effective communication, patience, and understanding."

*"When I started in corrections, I worked for [a competitor]...I know CCS (now Wellpath) has a vested interest in my success and personal well-being. I have the tools needed to do my job, and through CORE and startups I have been able to expand my knowledge and believe my opinion and talents are important. **This is the company I want to retire from.**"*

Nurse Outreach and Support

Wellpath has adopted several outreach techniques for our nursing professionals, including advanced training opportunities and open communication through the Nurse Channel, an online resource for Wellpath nurses. In addition to providing useful information, the Nurse Channel also recognizes Wellpath nurses that have done an outstanding job upholding our high standards for patient care.

Employee Recognition

Wellpath attracts and retains skilled and competent personnel through a number of employee incentives. However, incentives alone do not build loyalty; a friendly company culture ensures the long-term satisfaction of our employees. We understand that the primary reason for dissatisfaction in the health care field is feeling undervalued. From the recruiting process through the life of their career, each person is treated with respect, incentivized and rewarded for dedication and performance, and viewed as a valuable asset of our team.



Enhancing our ability to retain health care professionals throughout the life of a contract is our employee recognition program. Wellpath has a formal Employee Recognition Program based on our company slogan: “The *Right* People Doing the *Right* Things *Right*.” The program, known as “R³ Recognition,” is designed to reward employees for outstanding performance and exemplary service. The purpose of the Employee Recognition Program is to motivate positive job behavior and build a sense of pride in each employee. By recognizing our top performing employees, we are able to increase employee morale, as well as increase quality of care.

Each Wellpath location incorporates “R³ Recognition” into its local operations. The primary program is the 5H Award, which represents the values by which Wellpath strives to exist: **H**unger, **H**onesty, **H**ard Work, **H**umility, and **H**umor. Wellpath encourages the use of the 5H Program in an effort to continuously recognize employees whose contributions echo these values. In order to recognize a particular staff member, each Wellpath location or territory is responsible for creating their own R³ Recognition Committee and celebrating recognized employees on a monthly and quarterly basis.

Wellpath presents recognition awards each month and quarter based on attendance, customer service, teamwork, and overall performance. On an annual basis, the leadership team of each Wellpath business unit chooses one individual from each of the quarterly 5H Award Winners to be nominated for the President’s Award. All nominees for the quarterly award, Quarterly Award Winners, and President’s Award Winners are recognized on the Wellpath website and are eligible to receive a monetary award, certificate of recognition, and a gift.

Flexible Scheduling

When possible, Wellpath allows flexible scheduling to meet employees’ needs. We employ part-time and per diem personnel to provide coverage for scheduled absences and to supplement any full-time staffing needs.

Human Resources Hotline

Wellpath offers a 24/7 Human Resources hotline for employees who need guidance regarding an issue outside of regular business hours.

Wellness Program

Wellpath places a great deal of importance on employees’ health and well-being. We encourage our team members to participate in the Wellpath Wellness Program, which offers exercise programs, healthy eating tips, and other initiatives that promote a healthy lifestyle. Various Wellpath sites offer incentives or contests to encourage employee participation in programs that create a healthier staff, including smoking cessation and weight control programs.

Employee Assistance Program

Wellpath offers an Employee Assistance Program (EAP) through Aetna. All Wellpath employees and their household dependents have 24/7 access to a range of free services and educational materials to help with a variety of life/work challenges and crisis management. Assistance is available through a confidential phone call or referral to a specialist for up to three sessions of in-person support. The Aetna EAP also gives employees access to a variety of discounted services and programs designed to promote health and wellness.



Scholarship Program

Each year, Wellpath employees and their children who have graduated high school are encouraged to apply for Wellpath-sponsored college scholarships. In 2018, Wellpath awarded four \$2,500 scholarships to children of Wellpath employees who had graduated high school.

Dare to Care

Wellpath established the Dare to Care Employee Assistance Fund to support valued team members when they need it most. Wellpath employees and their eligible dependents can apply for economic assistance to help meet their needs in the event of unexpected economic hardship. Employees may be eligible for assistance if they experience extreme or catastrophic circumstances beyond their control, including loss of property due to natural disaster; life-threatening illness or injury; or the loss of a family member.

We started Dare to Care in 2010 in response to the flooding that devastated the City of Nashville. Since its inception, **the Dare to Care fund has provided nearly \$913,000 in financial assistance** to more than 500 employees and their families in need their time of need.



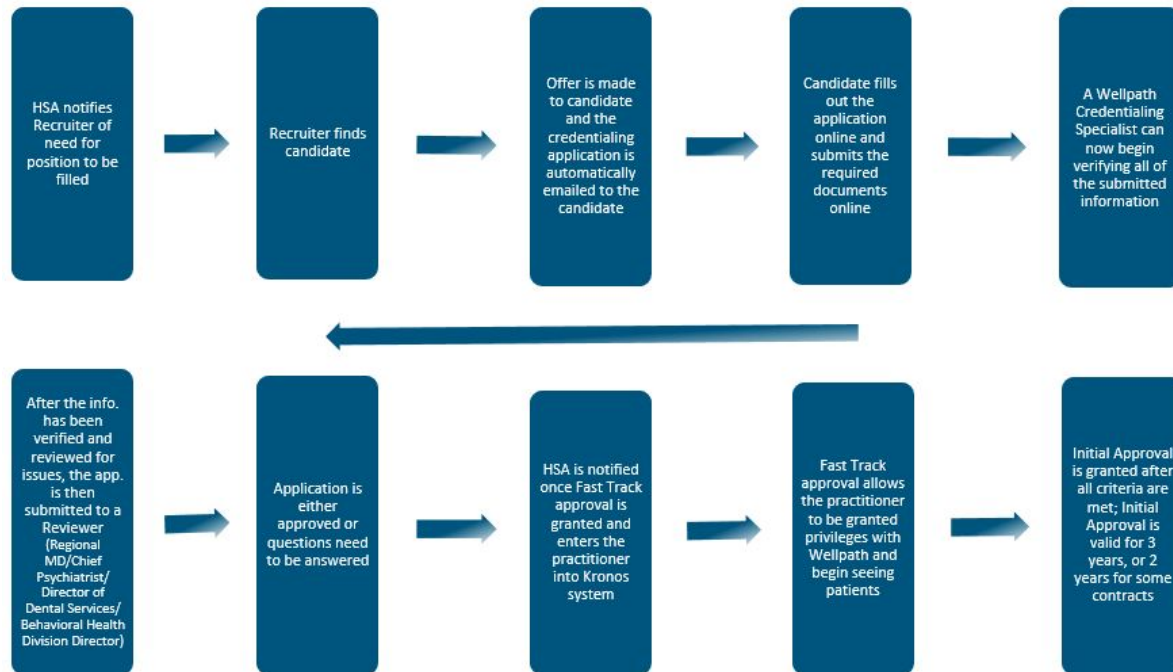
In 2017, our teams in Texas and Florida were significantly impacted by Hurricanes Harvey and Irma, with many displaced from flooding and requiring immediate assistance. In addition to continuing to pay these employees while their facilities were closed, **Dare to Care issued more than 95 grants to affected team members, totaling approximately \$200,000.**

Wellpath partners with the Community Foundation of Middle Tennessee to manage all funds and award gifts, which keeps the application process private and ensures that requests for assistance are reviewed by an impartial and experienced third party. Dare to Care is funded through employee donations and matching contributions from Wellpath.

3.1.6 Credentialing

Wellpath has a credentialing process to ensure all medical personnel are up to date on state licensure requirements. All direct medical and mental health providers must complete the Wellpath credentialing process prior to starting work. The credentialing process (described below) begins as soon as Wellpath determines we will be making an offer of employment to the candidate. The Wellpath Credentialing Department oversees credentialing activities.

The Wellpath Credentialing Process



Interim Privileges (Fast Track)

Wellpath refers to the process of granting interim privileges as Fast Tracking. To initiate the Fast Tracking process, the Health Care Practitioner (HCP) must submit all required forms, including:

- Completed credential application
- Copy of current state license (verified)
- Copy of current malpractice certificate of insurance if not covered by Wellpath
- Copy of DEA
- Copy of diploma
- Copy of certifications (if applicable)
- Copy of CPR
- Copy of resume

Wellpath credentialing specialists verify all of the information listed in the following table. Once all of the verifications have been completed and all files have been submitted, a review committee reviews



the HCP's credentialing file and denies or grants the HCP interim privileges. Final initial approval is given after references and all required documentation have been submitted and verified.

Credentialing Criteria and Verification	
Criteria	Verification Method
Valid, current, and unrestricted state professional license	Primary source verification through issuing state
No recorded revocation or limitation of professional license	Primary source verification and National Practitioner Data Bank
Current DEA privileges with no involuntary restrictions	Primary Source verification with Federal DEA
Current state Controlled Substance Registration with no involuntary restrictions (if applicable)	Primary Source verification with the appropriate state agency
Acceptable malpractice claims history	National Practitioner Data Bank
Graduation from accredited medical school (or other professional program for non-physician professionals)	National Student Clearinghouse (NSC) for Primary Source Verifications or direct verification through the institution if not available through NSC; for Physicians and Physician Associates, a second verification occurs with the American Medical Association (AMA) report
Acceptable completion of accredited residency program	American Medical Association (AMA) report
Never been subject to any medical staff monitoring or special review activity of public record (or reasonably discoverable upon proper inquiry)	National Practitioner Data Bank
No recorded expulsion or suspension from receiving payment under Medicare or Medicaid programs	National Practitioner Data Bank and verification of no reports from the Office of Inspector General (OIG)
No recorded conviction or charge of a criminal offense	National Practitioner Data Bank
No record of disciplinary actions in prior states in which provider practiced	National Practitioner Data Bank
Board certification in listed specialty (where certification is applicable)	American Medical Association (AMA) report

Re-credentialing

Wellpath requires all HCPs to be re-credentialed every three years upon the anniversary date of the original Fast Track credentialing.

3.1.7 Physician Qualifications

Wellpath understands this requirement and will comply. Dr. David MacDonald, the current Medical Director, is board certified and has been working at WVRJ since 2016.

3.1.8 Formal Complaints

Wellpath understands this requirement and will comply.



3.1.9 Proficiency Testing and Competencies

Wellpath understands this requirement and will comply. Licenses will be verified and any disciplinary action delineated. Nurses will continue to complete a proficiency inventory and be able to demonstrate appropriate techniques in phlebotomy, IV management, and other appropriate practices. Wellpath will continue to provide proficiency inventories for our nursing staff to ensure that they are able to perform appropriate techniques in appropriate practices including phlebotomy and IV management. We utilize the Wellpath 2017 Clinical Competency Manual. A sample can be reviewed in **Tabbed Attachment F**.

3.1.10 Employee Performance Evaluation

Wellpath conducts employee evaluations using designated forms for each full-time, part-time, and relief employee. Reviews are conducted three months from the date of active employment and annually thereafter according to hire date or date of contract renewal, depending on the specifications designated from the Home Office. Regular full-time and regular part-time employees are eligible for merit increases annually when they receive their performance evaluation. PRN/on-call employees are not eligible for merit increases at each review; however, the appropriateness of PRN rates is reviewed periodically, and PRN employees may receive a merit increase if written approval is received from the Home Office.

The Wellpath performance evaluation process is conducted as follows:

- Four weeks prior to the date on which evaluations are due, managers begin working on an employee's evaluation to ensure timely completion and delivery.
- The evaluation should be objective and give specific examples for feedback in the comments section of the evaluation. It should also include detailed analysis on areas for improvement, tasks performed effectively, and goals.
- The evaluation should encompass the entire timeframe since the last evaluation and managers should avoid using only very recent performance as the criteria evaluated.
- The supervisor will meet with the employee to review the evaluation. Both supervisor and employee should sign and date the evaluation.
- A copy of the evaluation should be provided to the employee.
- Annual merit increases are provided based on the contract renewal date.
- The original evaluation and signed Employee Action Form must be submitted to Human Resources for processing and proper filing.
- Evaluations are completed in a timely manner. Late evaluations must be accompanied by a detailed explanation as to why it is late and the merit increase will be made retroactive, so the employee is not penalized.

If any problems are identified, we will conduct performance reviews more frequently and report any unsatisfactory performance.



3.1.11 Personnel Qualifications

Wellpath understands this requirement and will comply. All positions in our staffing plan will work within their scope of practice, directed by job descriptions that include qualifications and specific duties and responsibilities. Wellpath will continue to provide written job descriptions and protocols for all assignments at the WVRJ. New employees receive a copy of their job description, which is subsequently used for performance evaluations. Position descriptions for the positions listed on our staffing plan are included in **Tabbed Attachment D**.

3.2 Approval

Initial appointment of, and future changes in, the positions of Health Services Administrator, Medical Director, Director of Nursing and Psychiatrist or Mental Health Director must have the prior approval of the Superintendent. Proposed individuals should be identified and their resumes submitted with this proposal. The Contractor shall submit the resumes of the proposed Health Service Administrator, Medical Director, Director of Nursing and Psychiatrist or Director of Mental Health with the response to this RFP. Each candidate is subject to review and approval of WVRJ. The Contractor shall update resumes throughout the contract if these personnel turn over.

Wellpath understands this requirement and will comply. Our goal is to retain all qualified, properly credentialed individuals who have been successful at the WVRJ and possess the attributes to grow as a part of our team, with input and approval from the WVRJA. Please see **Tabbed Attachment B** for staff resumes.

3.2.1 Job Descriptions

The Contractor shall establish written job descriptions that are specific and unique to the WVRJ within 90 days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to WVRJ facilities. These job descriptions shall be approved by the Health Service Administrator and Medical Director as well as WVRJ. These job descriptions shall be reviewed at least annually with documentation of the review maintained. In addition to job descriptions, the Contractor shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first 90 days of the Contract.

Wellpath understands this requirement and will comply. As your incumbent healthcare services provider, we have already established written job descriptions, and we will continue to review those annually. These can be reviewed in **Tabbed Attachment D**.

3.2.2 Personnel Files

Personnel files (or copies thereof) of contractor employees assigned to WVRJ shall be maintained at WVRJ and shall be available to the Project Manager for review.

Wellpath understands this requirement and will comply. Once any new on-site personnel have been selected, Wellpath will provide applicable certification and licensing information to WVRJ. Prior to employment, Wellpath will continue to provide WVRJ with copies of all background and credentialing information for professional staff, including appropriate licenses, proof of professional certification, Drug Enforcement Administration (DEA) numbers, malpractice insurance coverage, evaluations, position responsibilities, and current resumes.



Wellpath ensures personnel files (or copies thereof) of Wellpath and contract employees assigned to the WVRJ are maintained at the Home Office and on site, and are available to the designated WVRJ authority. Personnel files include copies of current registration or verification certificates for licensed practitioners. Wellpath will continue to make updated data and other relevant information available to WVRJ upon request.

3.2.3 Staff Signature File

The medical records department shall maintain a signature file for all individuals making clinical notations in the medical record. This file shall contain the individual's name, full legal title (profession), licensure, credentials, signature and initials. If computer entries are utilized for order entry, the system shall ensure security of individual passwords and entry verification/authentication.

Wellpath understands this requirement and will comply. We will continue to maintain signature files for all individuals making clinical notations in the medical records within the medical records department.

3.2.4 Dress Code

The Contractor shall establish and enforce a dress code for all health and mental health staff, uniformed and those in civilian clothing, which is consistent with the requirements of WVRJ and appropriate to a correctional environment with regard to safety issues as well as appearance.

Wellpath understands this requirement and will comply. We will continue to enforce a dress code that is consistent with the WVRJ requirements and correctional and safety standards.

3.2.5 Personnel Security Requirements

The Contractor shall ensure contractor employees including employees of its subcontractors and agents cooperate and comply with WVRJ security criminal history checks and clearances, substance abuse screening, photo identification, vehicle registration procedures, and searches of their person and possessions while on or in WVRJ property.

Wellpath understands this requirement and will comply. Wellpath will continue to cooperate fully with any investigations conducted by the WVRJA. We will provide the name, date of birth, local address, social security number, and copy of driver's license for all employment applicants. Wellpath also conducts a background investigation as a part of the application process. All proposed Wellpath staff, including any subcontractors, will be subject to a criminal records check, fingerprinting, and a forensic panel drug screen prior to employment; additional random drug screens will be conducted as needed. All screened applicants will visit the jail prior to a formal decision of employment by Wellpath. Final selection is subject to approval by WVRJA.



Substance Abuse Screening

Contractor employees shall be subject to substance abuse screening. The Contractor will arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at WVRJ. The results of pre-employment substance abuse screening will be reported to the Project Manager. At the direction of the Contractor, contractor employees may be subject to submit to random or "for cause" substance screening. The Contractor will be responsible for random selection of Contractor employees for substance abuse screening. The Contractor shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

Wellpath understands this requirement and will comply. All proposed Wellpath staff, including any subcontractors, will be subject to a criminal records check, fingerprinting, and a forensic panel drug screen prior to employment; additional random drug screens will be conducted as needed. All screened applicants will visit the WVRJ prior to a formal decision of employment by Wellpath. Final selection is subject to approval by WVRJ.

Photo Identification

Contractor employees shall be issued photo identification badges provided by WVRJ staff. Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside WVRJ facilities. The Contractor shall be accountable for all photo identification badges and key cards issued to contractor employees. The Contractor shall retrieve and return to WVRJ, photo identification badges and key cards of persons who are no longer in the Contractor's employ.

WVRJ will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge may be assessed a \$10.00 fee for replacement identification badges.

Wellpath understands this requirement and will comply. We will continue to issue and require the use of photo identification badges.

Searches

Contractor employees shall submit to searches of their person and possessions including their vehicle while on or in WVRJ property. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

Wellpath understands this requirement and will comply. Wellpath will exercise security measures consistent with WVRJ rules, regulations, policies, and procedures. Health care personnel are subject to the same security regulations as other WVRJ employees, and Wellpath will collaborate with WVRJ to ensure that security regulations are maintained without compromising access to care. We will ensure that all new hires are appropriately oriented to the operations of the WVRJ. The Wellpath orientation program for newly hired health service employees includes training on security and contraband regulation. Medical staff will receive training on security classification and other security concerns as appropriate.



Access to Facilities

Although the Contractor has authority for all hiring and termination, WVRJ may deny access to individuals that could be a threat to the good order and security of the facility or on the basis of security violations as deemed by the Superintendent. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore. WVRJ will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Health Service Administrator. Contractor employees, independent contractors and subcontractors shall cooperate with WVRJ in any investigation involving inmate or staff conduct.

Wellpath understands this requirement and will comply. Any Wellpath employee in violation of WVRJ security regulations may be denied access to the WVRJ, in which case, Wellpath will provide alternate personnel to supply the contracted services, subject to WVRJ's approval. Wellpath staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on the grounds of the WVRJ, will be subject to search consistent with WVRJ policies and procedures and/or applicable laws. We understand that WVRJ reserves the right to request the removal of any employee from the WVRJ.

3.2.6 Training for Health Services Personnel

All training required under the terms of the contract shall apply to coverage hours and shall not be billed separately.

Wellpath understands this requirement and will comply.

Jail Orientation

The Contractor shall ensure that all health and mental health service professionals attend WVRJ's orientation program as required by the Superintendent. Jail orientation is designed to provide a basic familiarization with aspects of security unique to the correctional environment such as report writing, fraternization, tool control, key control, sharps management, controlled medication management, "games criminals play," etc.

Wellpath understands this requirement and will comply. Wellpath health and mental health service professionals will continue to attend WVRJ's orientation program and the Jail orientation to receive basic familiarization with all aspects of security unique to the correctional environment such as report writing, fraternization, tool control, key control, sharps management, controlled medication management, "games criminals play," etc.

Health Unit Orientation

It is the responsibility of the Contractor to ensure that all health and mental health staff, whether PRN, part-time or full-time, independent contractors and subcontractors receive orientation by the Contractor to the health care operation within the facilities.

Wellpath understands this requirement and will comply. The lives and health of our patients depend on the knowledge, practical skills, and competencies of the professionals who care for them. Caring for and respecting patients in correctional facilities requires hiring ethical and competent professionals, and then building upon their skills through continued training initiatives. Wellpath provides appropriate orientation and training for all health care personnel. We will also continue to extend appropriate educational offerings to WVRJ personnel and train correctional staff in medical issues as requested.



Orientation

Wellpath will continue to submit an orientation program for all health care staff. We will continue to provide WVRJ with comprehensive orientation curricula, schedules, appropriate forms, tracking and recordkeeping, and required documentation to support evidence of orientation of personnel. Each new employee will receive a binder containing a copy of the Wellpath Onboarding Book of Knowledge, a spreadsheet that outlines the required onboarding steps all health care staff must complete, as well as additional required onboarding steps for specific positions. Wellpath will continue to participate in any jail requested orientation training to continue meeting ACA and other accreditation guidelines.

We have provided a sample of the Onboarding steps for all health care staff in **Attachment G. *Please note that this information is confidential and proprietary.***

Wellpath provides a comprehensive three-phase training program for new employees. New staff members complete the Wellpath Onboarding process, and then receive ongoing skills/knowledge assessment through our Performance Enhancement and Leadership Development programs. All new employees are required to participate in each of the three phases. The frequency and focus of each training phase is determined by the position and learning capacity of individual employees.

Phase 1: Onboarding

Critical to the future success of any new employee is his or her initial experience with the organization. To start the employee off on the right foot and to ensure a smooth transition, Wellpath offers a three-part Onboarding process: Orientation, On-the-Job Training, and Follow-up.

Onboarding Step 1: Orientation

Each new hire is scheduled to participate in an eight-hour learning experience (the physician orientation program has additional requirements), where they are introduced to the Wellpath culture, policies, and procedures. The program is designed to clearly establish expectations and to involve new employees in the success of the company.

Onboarding Step 2: On-the-Job Training (OJT)

On-the-Job Training is guided by standards, detailed checklists, and a qualified preceptor. While there are time schedules with expected milestones, the preceptors work with the new employees to ensure that the expected knowledge is transferred. This portion is not considered complete until the new employee feels capable of performing the job.

Onboarding Step 3: Follow-up

Follow-up is the last component of the onboarding process. During this component, the new employee has an opportunity to provide feedback about his or her experience with the Health Services Administrator (HSA). During this discussion, the HSA also shares information about his or her leadership style and performance expectations.

Phase 2: Performance Enhancement

Performance Enhancement training consists of skills labs and webinars. On a scheduled basis, medical personnel participate in online training, as well as in-service learning opportunities such as “Lunch and Learn” sessions. Additionally, webinars and DVDs that interface with a variety of Subject Matter Experts (SMEs) are offered to staff members as applicable for their roles.



Phase 3: Leadership Development

Wellpath uses Leadership Development training to invest in the continued growth of our employees in order to develop leaders from within. Each training session varies in delivery and duration, and is designed to strengthen the leadership competencies of all of our staff members. The Leadership Development training sessions are a collaborative effort between our Home Office and on-site leaders.

Wellpath Leadership Boot Camp

Wellpath Leadership Boot Camp, held at our Home Office in Nashville, gives our new leaders the opportunity to learn about Wellpath values, policies, practices, and culture. Boot Camp is a three-day interactive experience focusing on People Skills, Patient Care, Processes and Procedures, Partnering with our clients, and operations. In May, 2018, your HSA attended the Boot Camp program.

New Practitioner Orientation

New Wellpath practitioners (physicians and mid-level providers) undergo a structured New Practitioner Orientation process focused on critical thinking and clinical decision making in the correctional environment. The training is presented by Wellpath Chief Clinical Officer, Carl Keldie, MD, or designee. New practitioners receive an orientation manual that also serves as a reference tool for information related to their daily work in corrections.

Over the first 12 months of their employment with Wellpath, practitioners work with an assigned coach or mentor to ensure a thorough onboarding and to provide them with resources for their clinical work in correctional health care. At the end of the first 120 days of employment, practitioners participate in a focused clinical review, and at the end of their first year, they participate in a peer review with their mentor or the Regional Medical Director.

 HSA-New Leader Boot Camp				
H S A Boot Camp - Day One Agenda: Monday, January 28, 2019				
Time	Topic	Presenter	Key Focus	Location
1:00 - 1:30	Welcome, Introductions, and Objectives	Angela Lewis Manager, Learning & Development	Welcome to CCS Getting To Know You Program Expectations	1st Floor Training Room
1:30 - 2:00	Culture	Frankie Allen Senior Leadership Development Consultant	Who We Are	1st Floor Training Room
2:00 - 2:30	Understanding Your Contract	Colton Cline Lori Schwartzmiller	Review of Contract Q & A	1st Floor Training Room
2:30 - 2:45	Dare-To-Care	Bob Martin, SVP Chief Information Officer	Caring for our People	1st Floor Training Room
2:45 - 3:30	Break and Tour of Building			1st Floor Training Room
3:30 - 4:00	HR - Benefits	Tanya Blake Tom Penn Kim Kilmon	Process Insurance Tuition Reimbursement	1st Floor Training Room
4:00 - 4:30	Telemedicine	CJ Whitfield Director, Telemedicine	Patients Process	1st Floor Training Room
4:30 - 5:00	CCS Executive Moments	Jorge Dominols Chief Executive Officer	Inspired to Lead	1st Floor Training Room
5:00 - 5:30	CCS Executive Moments	Kip Hallman President	Inspired to Lead	1st Floor Training Room



New Practitioner Clinical Orientation

Completion Checklist

- ☐ 7 Minutes to
- ☐ Alcohol &
- ☐ Opiate Wi
- ☐ Suicide R
- ☐ Trauma
- ☐ Consent & R
- ☐ CCSMGR
- ☐ UptoDATE

		Practitioner Initials	Mentor Initials	Date
New Practitioner Orientation				
T - 30 Days		Month 1	Month 2	Month 3
SAFETY	Custodial Specific Facility (HSA) Tour of Facility Facility Specific Training Pearls to Live By	Behavioral Outliers (Practitioner) indications for Special Items (Practitioner) Mentor Call (Practitioner & Mentor)	Family Concerns/Calls Mentor Call (Practitioner & Mentor) Diversion	Mentor Call (Practitioner & Mentor)
	ETOH Withdrawal (Video & Mentor) 7 Minutes to Save (PPT & Mentor) Alcohol & Benzodiazepine Withdrawal Opiate Withdrawal Suicide Risk Reduction Seizures ERMA Consent & Refusals	ERMA CCS Philosophy & the 5 H's Deliberate Indifference Radiology Pharmacy ER Utilization Lab UptoDATE	Chronic Care (Practitioner) Grievances CQI & Patient Safety Work Product Accommodations, including Prosthetics 7 Minutes to Save (PPT & Mentor) Primary & Secondary Survey Use of Force Head Trauma Chest Pain	Mental Health for Somatic Practitioners Compassionate Release 7 Minutes to Save (PPT & Mentor) Altered Mental Status Respiratory Distress Triageing the Surgical Abdomen Common Cause of Abdominal Pain Ingestions Choking Dental for Somatic Practitioners Focus Review and Call
QUALITY	Time & Attendance (HR) HR Requirements (HR) CCSMGR (IT or Ops) Email & Password (IT) On-Call Expectations (Practitioner & Mentor) Health Care Process in Jail Clinical Considerations for Accommodation Needs	EHR for Operations & Charts (HSA) No-Miss Medications Therapeutic Diets & Food Allergies Addiction Withdrawal Duties of the Site Practitioner	Infectious Disease: MRSA (Methicillin Resistant Staph Aureus), TB Highlights of CCS Care Guidelines: Asthma, Diabetes, Hypertension, Seizures HIV Anti-coagulation Hep C Treatment Planning Infirmary Care Mental Health: Suicide, Malingering, Hungerstrikes, Self-injurious Patient Contract Discussion Bedside Manner	Release Medications Available Resources & Networking
	SERVICE			

Wellpath practitioners receive ongoing training and clinical decision support from the Wellpath Clinical Department. Our Associate Chief Clinical Officer and Regional Medical Directors mentor and coach our on-site providers. Regional Medical Directors are available to our on-site medical staff for knowledge sharing and clinical decision support. The Wellpath Clinical Department conducts webinar events to train practitioners on timely and relevant correctional health care issues.

Qualified Mental Health Professional Orientation

Mental health professionals receive an Onboarding Manual specifically designed for our behavioral health staff. Additionally, each mental health staff member is assigned a mentor who works directly with them throughout the 60-day onboarding process to ensure they are well-prepared for success in their new position.



Administrative/Support Personnel Orientation

The Operations Support team provides in-person training for administrative personnel at the site level and quarterly training at our Nashville Home Office. The team also provides remote operational support and assistance by phone and email on a daily basis.

Wellpath offers a quarterly three-day Administrative Assistant (AA) training program at our Home Office. The program provides in-depth information on all departmental processes and procedures necessary for the AA to be successful in their role. Representatives from each Home Office department cover their respective processes, allowing administrative staff receive information directly from and establish a relationship with all departments.

 Administrative Assistant Training				
Day One:				
Time	Topic	Presenter	Key Learning Points	Location
8:30 - 9:15	Introductions	Operations Services Team	Meet & Greet Program Expectations Housekeeping Welcome to CCS	4th Floor Training Room
9:15 - 9:45	Wellpath Guest Speaker	Terri Campbell	Operations AA / HSA Relationships Moving Forward	4th Floor Training Room
9:45 - 10:00	Break			
10:00 - 10:30	Grab Bag Topics	Tracy Matthews Tabitha White	Drug Tests & Team Member Manuals	4th Floor Training Room
10:30 - 11:00	Helpdesk	Richard Lee Mark Vancil	Overview	4th Floor Training Room
11:00 - 11:30	CCS Executive Speaker	Patrick Cumiskey	CCS Vision	4th Floor Training Room
11:30 - 12:00	Lunch			4th Floor Café
12:00 - 2:00	ERMA Care Management	Ops Specialists	Overview UM Queues Event Detail Off Site Claims	4th Floor Training Room
2:00 - 2:30	ERMA Care Management Hands-On Group Activity	Ops Specialists	Referral Entry Scheduling & Updating Appointments	4th Floor Training Room
2:30 - 3:00	Care Management	Marge Trevathan	Daily CM Log / IP Tracking	4th Floor Training Room
3:00 - 3:30	Claims	Kenya Adams Tammy Adams	Claims Process Customer Service Info	4th Floor Training Room
3:30 - 3:45	Break			
3:45 - 4:30	Legal	Hannah Bernard	Litigation / Insurance Medical Records	4th Floor Training Room
4:30 - 5:00	Policy Center and CCSMGR	Daniel Black	Policies & Procedures CCSMGR	4th Floor Training Room
Travel to Dinner				
Dinner				
Downtown (Optional)				

Wellpath also conducts a monthly administrative conference call for all HSAs and AAs covering an array of topics such as human resources, workers' comp, ERMA®, payroll, and more. Attendees have an opportunity to ask questions or discuss challenges, and to offer information regarding best practices during this call.

Continuing Education

Wellpath understands this requirement and will comply. Wellpath offers continuing development and training opportunities that meet NCCHC, ACA, and State licensing and certification requirements for our employees, and we will work with WVRJ to ensure that on-site personnel receive corrections-specific training opportunities. We offer both in-house and community opportunities for continuing education programs applicable to a career in correctional health care. By encouraging our employees to take advantage of these opportunities, Wellpath is building an even stronger, more professional staff equipped to meet our clients' diverse needs.

In-Service Training

Wellpath maintains a video library and other reference materials that facilities can use to build site-specific training programs. The Wellpath Training Department also offers self-study continuing education and training programs, which can be tailored to meet the specific needs of the WVRJ. The self-study programs are available electronically and the Wellpath Training Department is available for assistance as needed.



The self-study training programs build on the foundation established during the orientation process and are conducted in accordance with professional and legal standards. For example, Wellpath ensures that all staff members are trained on PREA standards by providing education, testing their knowledge, and providing certification based on demonstrated competency; Suicide Prevention training is a mandatory part of Wellpath new employee orientation and is also required annually for all Wellpath employees and subcontractors.

Our HSA for WVRJ, Bill Prillaman, is responsible for ensuring that health care personnel receive regular training on topics specific to the WVRJ. Wellpath identifies new topics on an ongoing basis through the Continuous Quality Improvement Program (CQIP). Additional training may be requested through a Clinical Training Request submitted to the Regional Manager, Lori Peters. The HSA will maintain documentation of completed training in an individualized training record for each employee.

CLINICAL TRAINING REQUEST	
(Please complete BOLD items and submit to your Regional Manager)	
Requested by: _____	Location: _____ Date Submitted: _____
Timeline: Specific date(s) requested: _____	
Target audience: (check all applicable) ☐ RN/LPN ☐ MD ☐ MHP ☐ NP/PA ☐ Dental ☐ Other _____	
Type of Request: ☐ Initial training ☐ Repeat training - list previous date(s) _____	
Requested topic for training: _____	
Please describe any precipitating incident(s) that prompted this request: _____	

This section to be completed by Regional Manager	
Review: ☐ Approved ☐ Denied	
Priority: ☐ Expedited (within 30 days) ☐ 31-60 days ☐ 61-90 days ☐ 91-120 days ☐ Not Time Specific	
Comments: _____	
Regional Manager Signature: _____ Date: _____	
Upon completion submit to Nursing Department via email (preferred) clinicaltraining@correctionswellpath.com or FAX to 615-306-3723.	
This section to be completed by Nursing Services Team Member	
Method: ☐ Skills (Onsite) ☐ Distance/Webinar ☐ Self-Study (slides/handouts) ☐ Other _____	
Date(s) scheduled: _____ ☐ Clinical Training Calendar	
Assigned To: _____ Date Notified of Assignment: _____	
Date site notified: _____ Site contact person/notification given to: _____	
Nursing Approval: _____ Date: _____	

Wellpath Academy Learning Center

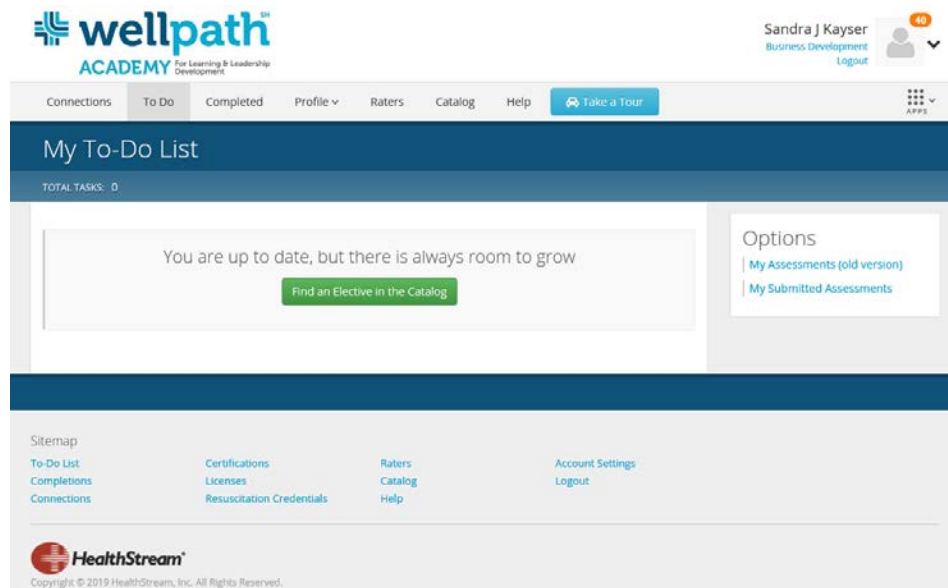


Wellpath has partnered with HealthStream to create the Wellpath Academy Learning Center, which we use to deliver, track, and manage training content, including E-learning courses, classroom courses, other learning events, certifications

and licenses, and more. When an employee signs in to Wellpath Academy, they are taken to the To Do tab, which shows all assigned training courses with due dates.

When new trainings are added to an individual's To-Do list, they receive an email notifying them of the new required training and the due date for completion. Mandatory courses for all Wellpath employees include, but are not limited to: HIPAA, Sexual Harassment, Bloodborne Pathogens, and Hazard Communication. Site-specific courses can also be added to the Learning Center.

Once an employee has completed all assigned courses, they also have the option of completing elective courses to further their professional development. Further, if an employee completes a course outside of Wellpath, they have the option to add it to their completed courses transcript. Employees can also add information regarding certifications, licenses, resuscitation cards, and more to their personal profile.



7 Minutes to Save

Wellpath understands we have to be both resourceful and respectful of the time requirements for providing guidance and education to both health care and correctional staff. With this in mind, Wellpath developed our *7 Minutes to Save* campaign, which presents topics vital to the management of urgent and emergent issues encountered within a correctional setting in ***short, easy-to-comprehend training sessions***.

7 Minutes to Save is a Rapid Response Series designed to standardize our approach to trauma evaluation. The program addresses many topics, including suicide prevention, pregnancy, trauma, and optimized care for patients experiencing alcohol and drug withdrawal.

Training topics for health care staff include:

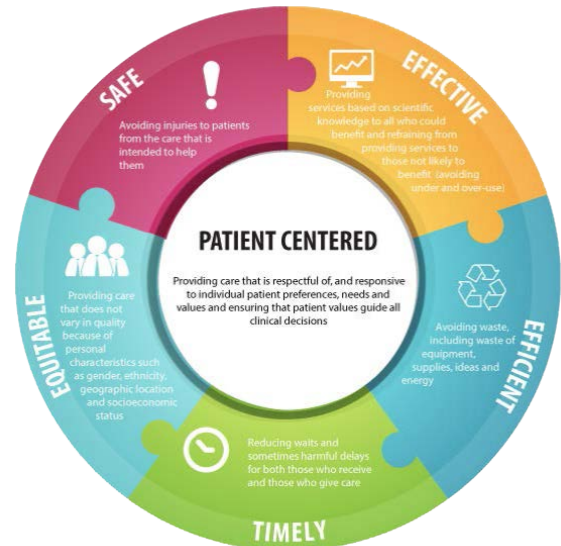
- Abdominal Pain
- Alcohol & Benzodiazepine Withdrawal
- Altered Mental Status
- Chest Pain
- Ingestions
- Opiate Withdrawal
- Primary & Secondary Trauma Survey
- Seizure
- Respiratory Distress
- Suicide Prevention
- Use of Force



In addition to our Rapid Response Series, the Wellpath Clinical Department has developed a *7 Minutes to Save* series focused on Patient Care. The goal of the Patient Care Series is to equip our clinicians with up-to-date information to guide their recommendations for diagnostic and therapeutic interventions. The training series emphasizes intentional concern for patient needs based on the **STEEP** principle,

which dictates that patient care should be **Safe, Timely, Effective, Efficient, Equitable, and Patient Centered**:

- **SAFE** – Avoids injuries to patients from care that is intended to help them
- **TIMELY** – Reduces waits and delays for both those who receive care and those who give care
- **EFFECTIVE** – Based on scientific knowledge, extended to all likely to benefit, while avoiding underuse and overuse
- **EQUITABLE** – Provides consistent quality, without regard to personal characteristics such as gender, ethnicity, geographic location, and socioeconomic status
- **EFFICIENT** – Avoids waste, including waste of equipment, supplies, ideas, and energy
- **PATIENT-CENTERED** – Respects and responds to individual patient preferences, needs, and values, ensuring that patient values guide all clinical decisions



Specialized Nurse Education



Wellpath has established a Nursing Services Department whose mission is to promote correctional nursing care focused on patients, formed in a collaborative and supportive environment, and grounded in evidence-based competencies and practice. The Wellpath Nursing Services Department is leading the charge in making Wellpath the leader in health care delivery through excellence in nursing practice.

Nursing Services' primary focus is the development and delivery of nursing education through an assortment of training initiatives, including Continuing Nurse Education (CNE), independent/self-study, in-person clinical education, distance education (webinars, conference calls, etc.), and corrections-specific video training.

In addition to our cutting-edge training programs, Wellpath has developed educational materials that can be placed conspicuously in our sites to remind nurses of basic protocols, like **SBAR** communication (**S**ituation, **B**ackground, **A**pplicable nursing data, **R**quest/Recommendation).

Continuing Education

While employees are ultimately responsible for their own development, it is our philosophy to provide Wellpath team members with the proper tools to build on their knowledge and further their success. Wellpath maintains a Continuing Nurse Education (CNE) provider license that allows us to offer continuing education credits to nursing personnel as an employee benefit. Employees have the opportunity to complete a variety of CNE modules focused on topics commonly seen in the corrections environment.

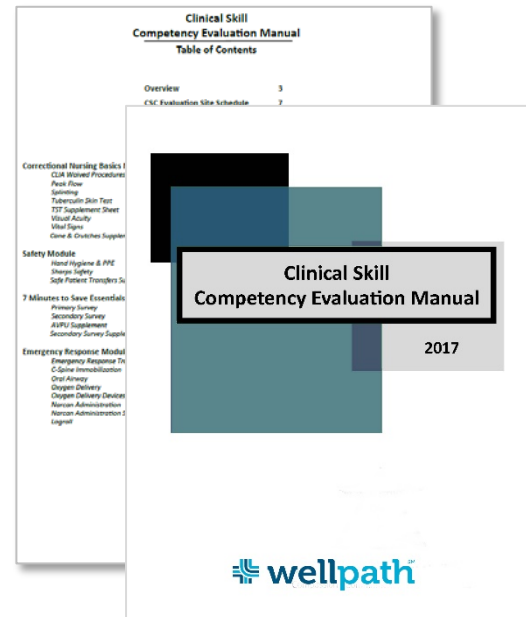


Core Competency Training and Evaluation

Wellpath offers regular nurse training opportunities to ensure that our nurses keep their skills sharp and stay on top of the latest developments in clinical practice. The Wellpath Nursing Services Department distributes an Annual Clinical Training Calendar with monthly training assignments focused on a variety of Core Knowledge topics, such as Patient Evaluation, Emergency Response, Suicide Prevention, and Withdrawal Management.

Each monthly training assignment includes a Clinical Skill Competency (CSC) component designed to provide technique refreshers and verification of clinical skills. The Clinical Skill Competency modules are part of the Clinical Skill Competency Evaluation Manual developed by the Wellpath Nursing Services Department to ensure that our nurses are well-equipped to care for our patients.

The purpose of the Clinical Skill Competency Evaluation Manual is to identify competent clinical practice, areas requiring additional training, and opportunity to improve skill sets through practice and re-evaluation. The manual presents nursing professionals with a variety of scenarios to assess their clinical competency and decision-making ability. Wellpath nurses must successfully demonstrate the clinical skill covered in each CSC module in order to pass their evaluation.



Nurses are trained and evaluated on clinical skills essential for the effective and efficient delivery of health care in the correctional environment, including but not limited to conducting intake screenings, health assessments, and sick call. The CSC evaluations are developed by the Corporate Director of Nursing in collaboration with the Patient Safety Officer, based on current evidence and peer-reviewed nursing resources. The manual is reviewed and approved annually and updated as needed.

DON Training

Wellpath presents quarterly three-day onboarding training for all new Directors of Nursing (DONs) at our Home Office. This intensive educational event provides hands-on skills training and advanced correctional nursing instruction, equipping our DONs with additional skills and resources they can take back to their sites and their staff.

The Wellpath Nursing Services Department has also established a Nursing Services Hotline for DONs to call and ask questions related to nursing practice, training questions, or resource needs. The Nursing Services Hotline is answered during regular business hours by a Registered Nurse who is knowledgeable about state-specific scope of practice and Wellpath clinical policies, resources, and processes.



CPR Certification and AED

All health and mental health direct care providers shall be certified in CPR to include use of the AED equipment. Certification shall be annual or may be biannual depending upon the agency utilized to provide formal certification. The Medical Director should be currently certified in Advanced Cardiac Life Support (ACLS) while other staff shall be current in Basic Cardiac Life Support (BCLS).

Wellpath understands this requirement and will comply. All medical staff will be Basic Life Support (BLS) or Advanced Cardiac Life Support (ACLS) certified as required. A qualified health care provider trained in the use of the AED will be present at the facility 24/7. Health care personnel will maintain current first aid and CPR/AED certification and attend appropriate workshops to maintain their licensure.

Wellpath will continue to have all applicable employees attest to their completion of any annual training necessary to maintain their licenses and/or certifications. All health care personnel will maintain current first aid and CPR/AED certification and attend appropriate workshops to maintain their licensure.

Training Records

The Contractor shall maintain a current and comprehensive training record for all employees, independent contractors and subcontractors. This training record shall include the staff member's name, title/licensure, whether full-time or part-time, and course title, hours of class time, and date of training. The Contractor shall provide to the Superintendent or designee a monthly report regarding the status of training and training hours completed by all contract staff.

Wellpath understands this requirement and will comply. The HSA will continue to maintain documentation of completed training in an individualized training record for each employee.

Training Reference Library

Wellpath understands this requirement and will comply. We will continue to maintain an on-site reference library through UpToDate. UpToDate® Clinical Knowledgebase and Support Tools is an online medical resource for provider evidence-based clinical reference and patient education materials. All users are given single-click access to these valuable medical reference and client-specific patient education materials on multiple topics. ***UpToDate helps to increase the quality of patient care by allowing providers to print patient education materials and discuss them with the patient while they are together.***

UpToDate covers more than 10,000 topics in 22 medical specialties and includes more than 9,000 graded recommendations; 27,000 graphics; and 380,000 Medline abstracts, as well as references and a drug database. Content is reviewed and edited continuously with content updated within UpToDate every weekday.

NCCHC and ACA standards references are available to healthcare staff in the medical unit.



Annual Training

The Contractor shall provide mandatory training annually for all medical staff in the following:

- *Substance Abuse, Addition and Withdrawal Protocol (by an independent agency)*
- *Emergency Medical Response*
- *Review and Implementation of Policies and Procedures*

Wellpath understands this requirement and will comply. Wellpath will continue to provide mandatory annual trainings for all medical staff including the items listed above. Wellpath has partnered with HealthStream to create the Wellpath Academy Learning Center, which we use to deliver, track, and manage training content, including E-learning courses, classroom courses, other learning events, certifications and licenses, and more. When an employee signs in to Wellpath Academy, they are taken to the To Do tab, which shows all assigned training courses with due dates.

3.2.7 License / Certification

The Contractor shall provide to the Project Manager upon request proof of current active licenses and/or certificates for all physicians, nurse practitioners, physician assistants, nurses, and other employees, if applicable.

Wellpath understands this requirement and will comply. We will continue to provide to the Project Manager, upon request, proof of current active licenses and/or certificates for all physicians, nurse practitioners, physician assistants, nurses, and other employees, if applicable.

3.2.8 Physical Security Requirements

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

Wellpath understands this requirement and will comply. Wellpath will continue to exercise security measures consistent with WVRJ rules, regulations, policies, and procedures. Health care personnel are subject to the same security regulations as other WVRJ employees, and Wellpath collaborates with WVRJ to ensure that security regulations are maintained without compromising access to care. We will continue to ensure that all new hires are appropriately oriented to the operations of the WVRJ. The Wellpath orientation program for newly hired health service employees includes training on security and contraband regulation. Medical staff receive training on security classification and other security concerns as appropriate.

We understand any Wellpath employee in violation of WVRJ security regulations may be denied access to the WVRJ, in which case, Wellpath will provide alternate personnel to supply the contracted services, subject to WVRJ's approval. Wellpath staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on the grounds of the WVRJ, will be subject to search consistent with WVRJ policies and procedures and/or applicable laws. We understand that WVRJ reserves the right to request the removal of any employee from the WVRJ.



Area Security

The Contractor shall establish procedures to ensure offices, examination rooms; storage areas, etc. are locked and secured when not occupied by Contractor employees. Under no circumstances shall the Contractor allow inmate(s) to remain alone, unattended, and/or unsupervised in any examination room, treatment room, office, hallway, or storage area.

Wellpath understands this requirement and will comply. Areas designated as non-clinical areas are secured with no inmate access. Areas such as exam rooms have been secured so that no supplies that could become contraband are stored in these areas. The Laboratory is secured when not in use. Inmates being treated in the laboratory are not left unsupervised.

Wellpath exercises security measures consistent with WVRJ rules, regulations, policies, and procedures. Health care personnel are subject to the same security regulations as other WVRJ employees, and Wellpath will continue to collaborate with WVRJ to ensure that security regulations are maintained without compromising access to care. We will ensure that all new hires are appropriately oriented to the operations of the WVRJ. The Wellpath orientation program for newly hired health service employees includes training on security and contraband regulation. Medical staff will receive training on security classification and other security concerns as appropriate.

Any Wellpath employee in violation of WVRJ security regulations may be denied access to the WVRJ, in which case, Wellpath will provide alternate personnel to supply the contracted services, subject to WVRJ's approval. We understand that WVRJ reserves the right to request the removal of any employee from the WVRJ.

Key Control

The Contractor shall comply with WVRJ policies related to security and key control procedures.

Wellpath understands this requirement and will comply. We will continue to comply with WVRJ security and key control policies.

Contraband

The Contractor shall establish procedures to ensure contractor employees understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities. The Contractor shall not give medications (except those administered at medication pass or sick call in the presence of correctional staff and medications consumed in the presence of qualified medical staff) and/or medical supplies directly to any inmate.

Wellpath understands this requirement and will comply. All Wellpath staff complete orientation training, provided by the jail, regarding contraband and what constitutes contraband. All employees also complete annual training regarding contraband. Medication control and dispensing is reviewed upon orientation, and annually, with clinical staff.

Personal Security

The Contractor shall develop procedures, consistent with WVRJ policies, to ensure the safety and well-being of contractor personnel while providing services under the terms of the contract.

Wellpath understands this requirement and will comply. We have procedures in place, consistent with WVRJ policies, to ensure the safety and well-being of our staff under the terms of the contract.



Security Code Call Names

The Contractor shall establish procedures to ensure contractor personnel understand security code call names and comply with regulations and procedures that govern their use.

Wellpath understands this requirement and will comply. Medical staff traveling throughout the facility carry radios at all times. Wellpath utilizes the radio protocols set forth by security staff for routine and emergency communications. Wellpath will continue to maintain procedures and training to ensure that all personnel understand security call names.

Inmate Security

The Contractor shall establish procedures to ensure contractor personnel are familiar and comply with WVRJ security procedures pertaining to inmate control and security. In addition, the Contractor shall:

- Inform the Project Manager, in writing, any time a personal friend or relative of any contractor employee is confined to WVRJ.*
- Ensure contractor employees do not fraternize or grant special favors for any inmate confined to WVRJ.*
- Ensure contractor personnel do not provide to any inmate, information regarding any other inmate confined to WVRJ.*
- Ensure contractor personnel do not provide to any inmate, information regarding dates, times, location, etc., of in-house or outside medical appointments.*

Wellpath understands this requirement and will comply. Wellpath has procedures in place that ensures contractor personnel are familiar and comply with WVRJ security procedures pertaining to inmate control and security.

- Wellpath will inform the Project Manager if a personal friend or relative of any contractor employee is confined to WVRJ.
- Wellpath has training in place to make our employees aware that should not fraternize or grant special favors for any inmate confined to WVRJ.
- We train staff so they know they are not to provide to any inmate information regarding any other inmate confined to WVRJ.
- Wellpath staff will not provide to any inmate information regarding dates, times, location, etc., of in-house or outside medical appointments.

Health Training for Correctional Officers

Wellpath will continue to train correctional staff in medical issues as requested by WVRJ. We routinely educate correctional staff on the importance of recognizing and responding to specific medical and mental health concerns.

Correctional staff are a vital part of the process for delivering health care to inmates. Because correctional officers are often the first to respond to problems, Wellpath offers training for correctional staff on responding to potential emergency situations, handling life-threatening situations, and their responsibility for the early detection of illness and injury.

What Do You See?

Patients in alcohol/benzodiazepine withdrawal may exhibit:

- Anxiety/nervousness
- Agitation
- Trembling
- Hallucinations
- Seeing, hearing or feeling things that aren't real
- Altered mental status
- Seizures
- Sweating
- Nausea/Vomiting
- Abdominal pain
- Headache

What Do You Do? Take Action!

IF YOU SUSPECT WITHDRAWAL:	YOU SHOULD:
- Having seizures - Having tremors - Having continued vomiting/diarrhea - Experiencing hallucinations - Visual, auditory, tactile	- Notify medical immediately for assistance - Do not leave medical alone with the patient - Prepare to activate EMS and do not leave the patient until the patient leaves with EMS



Wellpath has developed a Health Training for Correctional Officers manual that complies with the requirements of NCCHC Standard J-C-04. The manual can be offered as a supplement to facility-provided education. It is comprised of 16 training modules addressing the essential information that correctional staff must understand when presented with potentially urgent or emergent situations.

Each training module includes a topic-specific slideshow presentation, a curriculum outline for the presenter/trainer, and handouts for correctional staff. Wellpath health care staff will present the training topics, which are based on our **7 Minutes to Save Rapid Response Series** and are designed to be presented in a brief amount of time (average 7-15 minutes).

Training topics for correctional staff include:

- Alcohol & Benzodiazepine Withdrawal
- Altered Mental Status
- Basic First Aid
- Chest Pain
- Diabetes
- Head Trauma
- Health Associated Infections
- Heat Related Illness
- Ingestions
- Opiate Withdrawal
- Recognizing Signs of Mental Illness
- Respiratory Distress
- Rhabdomyolysis
- Seizures
- Serious Medication Reactions
- Suicide Prevention

Wellpath will collaborate with WVRJ to develop additional training topics specific to the WVRJ, as needed. Recently, facility administration and Wellpath HSA, Bill Prillaman, modified the curriculum for **Crises Intervention Training (CIT)** to be more specific to corrections. Bill Prillaman taught a section of the class. Mr. Prillaman looks forward to further collaboration with WVRJ administration to ensure correctional officers are up-to-date on issue involving inmate healthcare.

The frequency of training is typically based on accreditation standards and/or facility policy; however, Wellpath recommends a minimum of monthly training. Training sessions will be scheduled in coordination with WVRJ, and the HSA or designee will maintain documentation of completed training sessions.

3.3 Medical Services

3.3.1 Role of the Vendor

The Contractor shall provide comprehensive health and mental health services to the inmate population of WVRJ. These services shall consist of medical, nursing, mental health (social work, psychiatry), medical records, dental, lab, x-ray, ancillary services, as well as off-site emergency, outpatient specialty and inpatient hospitalization services. It is the goal of WVRJ that the Contractor provides as many services as possible on-site, within the confines of the WVRJ to minimize community trips.

Wellpath understands this requirement and will comply. Wellpath has been responsible for the comprehensive health and mental health care needs of adults housed in the WVRJ since 2009. Keeping Wellpath as your medical provider will ensure the continued provision of a high-quality, cost-effective, standards-compliant medical program based on established best practices cultivated over more than a decade of service to WVRJ. We are proud of the true partnership between Wellpath and WVRJ, and we would be honored for it to continue for many years to come.



3.3.2 Objectives of the Contractor

Wellpath understands these objective and will comply. Each of the above objectives is addressed in our proposal.

Wellpath understands this requirement and will comply. As the incumbent provider of medical and mental health services at the WVRJ, Wellpath is in the unique position to understand the scope of services required by the RFP and will continue to provide a comprehensive health care program seven (7) days per week, 24 hours per day (24/7). Our comprehensive health care program, policies and procedures, and clinical and nursing protocols at the WVRJ will continue to be conducted in accordance with the standards and guidelines of the National Commission on Correctional Health Care (NCCHC), The American Corrections Association (ACA), the Virginia Department of Corrections (VADOC) standards, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Our program will continue to comply with all federal, state and local laws, statutes and ordinances governing medical care service delivery and performance under the contract, in addition to all court orders and directives. All Wellpath health care providers will be properly trained, qualified, credentialed, and licensed to practice within their scope of practice in the Commonwealth of Virginia.

Wellpath recognizes the unique nature of the correctional setting, and we are aware of the challenges of providing medical and mental health services within this environment. We understand a correctional environment's particular stressors, risk factors, and barriers to effective management, and we have developed our health care program to excel within this environment.

Our programs provide integration of the services we deliver, open communications, and transparency and accountability to our clients. This approach results in improved outcomes for our patients and cost savings for our clients. Wellpath health care services are focused on the identification, referral, and treatment of patients with chronic conditions that allows us to manage our patients' needs before they escalate and require off-site consultation, or result in grievances or litigation. Through our Continuous Quality Improvement (CQI) team, we diligently review, assess and monitor all processes, accept the best practices, and make changes where needed to enhance the opportunities for improved health care and outcomes for our patients. Our customized statistical reports for the WVRJ will continue to provide all the required data to track our program, its outcomes, and cost savings.

Standards of Care

Wellpath believes in a multidisciplinary approach to care. We believe in the respectful and humane treatment of inmates and will continue to provide healthcare services that are cost-effective, using evidence-based medicine and best practices. Our care programs begin with triage evaluations, pre-screening and intake, review of current and prior medical problems, screenings for mental illness, dental issues, sexually-transmitted disease, tuberculosis, drug and alcohol use, suicide risk identification, and many other conditions found in the general public, as well as those more prevalent in correctional healthcare.

Wellpath is also well aware of the stringent constitution requirement to meet a level of care comparable to that which is found in the community, and that is legally defensible with a written health care plan. Wellpath will continue to provide a program for WVRJ that meets or exceeds community standards. Wellpath will continue to ensure that our health care is consistent with an inmate's constitutional right to access to care, right to professional medical judgment, and the right to care that has been ordered.



Wellpath will continue to provide all health care services shown, described and required in any contract documents, for all persons committed to the custody of the WVRJ, and will continue to assume all legal, financial, and operational responsibility for the Wellpath health care staff and subcontractors working under any awarded contract.

3.3.3 Governance and Administration

Designated Health Care Administrator

The Contractor shall designate a Health Care Administrator that works full-time on this Contract at WVRJ. The Contractor shall be responsible for all decisions relating to the delivery of health care services provided under this contract, for on-site services as well as off-site services. Final medical authority shall reside with the designated Medical Director who is responsible for the clinical care provided through this contract.

Wellpath understands this requirement and will comply. HSA William Prillaman will continue to serve as the designated Responsible Health Authorities for the WVRJ facilities, managing the medical program based on defined goals, objectives, and policies and procedures. He will ensure that all services are conducted in accordance with state and local regulations, as well as VADOT, ACA, and NCCHC standards. They oversee the administrative requirements of the medical program, including recruitment, staffing, contracts, data gathering and review, monthly reports as required, medical record keeping, and other contract services management. He is on call 24/7, and perform the following essential job functions for the WVRJ facilities:

- Provide administrative supervision for the Wellpath Medical Directors and all other medical staff
- Monitor the implementation and effectiveness of procedures and programs
- Evaluate financial/statistical data and program needs/problems, and make recommendations for improvements
- Develop, utilize, revise, interpret, and ensure compliance with Wellpath and facility policies and procedures
- Monitor subcontracted services, including pharmacy, lab, X-ray, and specialty providers
- Maintain communication and a good working relationship with the facility administrators, Wellpath employees, security staff, contracted providers, and outside agencies

William Prillaman is the single point of accountability in all matters relating to health care services. Mr. Prillaman has the authority and responsibility to resolve all problems and ensure the continued satisfaction of WVRJ. He will continue to coordinate contract requirements with the facility administrators, and will work with the WVRJ administration to address and resolve any issues in the performance of services.

Subcontract Agreements

The Contractor shall establish written contract agreements with each subcontractor such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc. A copy of each agreement shall be on hand by the Health Services Administrator, in the health services unit at WVRJ. Copies of these agreements shall be provided to WVRJ. These subcontracts shall be in place as soon as possible after the start



of the contract, not to exceed 90 days. Contract agreements shall require subcontractors to prepare invoices and complete all billing within 120 days of the service provided.

Wellpath understands this requirement and will comply. We will continue to provide WVRJ with written contract agreements and will be completed within the specified time frame. A copy of any agreement with the utilized hospitals, ambulatory clinics, physicians' groups, laboratory, x-ray provider, dialysis provider, dental provider will be available to the WVRJA.

3.3.4 Meetings

The Contractor shall ensure that the following administrative meetings and reports occur and be generated on a regular basis according to contract requirements and professional standards.

Wellpath understands this requirement and will comply. Wellpath will continue to coordinate with WVRJ to facilitate monthly Medical Audit Committee (MAC) meetings for the purpose of evaluating statistics, program needs, problems, and coordination between correctional, medical, and mental health staff. Wellpath leadership will continue to attend the Command Staff Meetings on Monday, Wednesday, and Friday as well as the monthly supervisor meetings.

Medical Staff Meetings

The Contractor shall conduct medical staff meetings on a regularly scheduled basis at least monthly. Communication of the information shared and exchanged during these staff meetings shall be in place for all shifts through the availability of minutes and participation of shift staff as feasible. Staff meetings shall include all staff to include medical, nursing, mental health, dental and all other professions on-site. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

Wellpath understands this requirement and will comply. Wellpath will continue to maintain regular communication with WVRJ administration and actively cooperate in all matters pertaining to this contract. We believe that active, open, and honest communication is an essential component to a successful medical program. We focus on maintaining open communication and a good working relationship with WVRJ administration, security staff, contracted providers, and outside agencies. As part of this focus, our HSA, William Prillaman serves as liaison between health care and security staff, and holds interdisciplinary meetings to facilitate continued communication and cooperation between custody and care providers.

Mr. Prillaman will continue to coordinate contract requirements with the facility administrators. They will continue to monitor the implementation and effectiveness of procedures and programs, and work with WVRJ administration to address and resolve any issues in the performance of services. They are the single point of accountability in all matters relating to inmate health care services, with the authority and responsibility to resolve all problems and ensure the continued satisfaction of WVRJ.

Wellpath holds electronic or live staff meetings each month.

The Wellpath Whiteboard Method

Wellpath continually liaisons with WVRJ administration regarding all contract matters, including but not limited to project coordination, status meetings, and status reports. We have developed a "whiteboard method" for the management of health care services that we use at the jail. The Wellpath whiteboard



method essentially maintains a real-time HSA Command Center that provides an interactive communication system for all stakeholders at the facility.

Wellpath staff are charged with advocating for our patients, executing policy and procedure, and representing our clients' needs, while simultaneously weighing potential liability and risk to all involved. The whiteboard is a means of enhancing organization and streamlining information-sharing, with the provision of excellent patient care as the driving force.

The whiteboard method promotes the philosophy that every facet of our complex system is a known entity. The whiteboard is a reporting tool that demonstrates a global awareness of overall facility operations. It provides an accurate snapshot of the site's responsibilities for that day, that month, and that year, from high-priority medical cases and infection control statistics to site expenditures and upcoming events.

The whiteboard is divided into categories that serve as the foundation of operational and clinical discussions that take place during daily morning briefings at our sites, which will include the Superintendent or his designee. This visual map serves as an outline that provides shape and structure to the focused review of salient topics.

<u>Pregnant</u> Doe, Jane - 5 mos	<u>Hospital</u>	<u>Screening Exceptions</u>	<u>On Call</u> Supervisor: Cassandra HCP: Stanton Mental Health: Patrick
<u>I-Pod</u> 1) Doe, John 2) name 3) name 4) name <u>Dayroom</u> Doe, John - m/c Apprehension	<u>Appointments</u> 1/1/2017 Doe, Jane - OBGYN	<u>CIWA</u> Doe, John	
	<u>Special Needs</u> Doe, John - Deal	<u>COWS</u>	
	<u>Mental Health</u>	<u>Medical Alerts</u> Coumadin: Doe, John	

Whiteboard categories are site-specific and may include pregnant patients, inpatient status, appointments, medical housing, special needs housing, mental health housing, screening exceptions, withdrawal protocols, and/or high-acuity patients.

All teams are aware of the whiteboard's importance in guiding daily activities at the jail, and all staff participate in daily whiteboard meetings. Relevant data from daily briefings is translated onto the board by leaders who are assigned to update specific areas. Every employee is empowered to "own the board" since its contents include pertinent items communicated via email, in-person conversation, or reported in a log. There is no information sharing that is considered too small or insignificant.



Medical Audit Committee

The Contractor shall be available on a monthly basis to meet with key individuals designated by the Superintendent. The Contractor shall ensure that the Medical Director, Health Care Administrator and Mental Health Director are available at these meetings.

Wellpath understands and will comply. We have monthly Medical Audit Committee meetings that integrate CQI discussions. These meetings are attended by jail Command and Medical administration. Wellpath has established a Medical Audit Committee (MAC) to oversee all health care functions at the WVRJ facilities. The MAC meets on a quarterly basis with distributed agendas (at the Correctional Center, MAC meetings are held monthly). The purpose of the MAC meetings is to evaluate the medical program, ensuring that high-quality medical, dental, and mental health services are available to the entire inmate population.

Discussions include monthly health services statistics by category of care, current status of the medical program, costs of services, coordination between security and health services, and identified issues and program needs. The MAC also reviews and categorizes grievances to identify potential issues and to determine whether patterns exist or develop. Wellpath will continue to hold MAC meetings in coordination with the facility administrators to discuss health care services. Meeting minutes are documented, distributed to attendees and facility administrators, and maintained for reference.

Wellpath also provides WVRJ with monthly and quarterly reports regarding the clinical operation of the medical program, in accordance with VADOC, ACA, and NCCHC standards. We regularly confer with WVRJ administration regarding any issues deemed appropriate, including existing procedures and any proposed changes to procedure. The MAC for WVRJ typically includes the following Wellpath staff:

- Site HSA – William Prillaman
- Site DON – Rachel Travitz
- Site Medical Director/Physician – Dr. David MacDonald
- Site Psychiatric Provider – Dr. Zachary Stroud
- Mental Health Director – Denise Yopp
- Regional Manager – Lori Peters

Internal Reviews

Wellpath conducts periodic site audits, reviews, and evaluations to identify operational barriers, if any. When identified, issues are relayed to the appropriate regional and corporate staff members for immediate action. Wellpath also uses the audit findings to address areas needing improvement during staff meetings and trainings. Through these audits and reviews, as well as utilization management reviews and CQI meetings, our dedicated team evaluates operational procedures and implements changes through which facilities might remove any obstacles to compliance with accepted standards.

Corrective Action Plans

Wellpath is dedicated to continuously improving our services and program offerings for WVRJ. When we find performance issues or areas in need of improvement, we implement appropriate corrective action (e.g., Corrective Action Plans) to address such issues and take steps toward ensuring they are avoided in the future. Our on-site managers and Regional Management team will continue to work with WVRJ



administration on any areas requiring correction or adaptation to ensure optimal care is provided to the inmate population.

Command Staff meetings

Wellpath maintains a collaborative and open relationship with WVRJ in the provision of services and operations, day-to-day activities, future planning, and evaluation of services. We constantly work to improve communication between health care and security staff. Ongoing communication ensures that all parties are aware of any special needs or concerns within the County's inmate population. Wellpath will continue to have representation at the Command Staff Meetings that are held on Monday, Wednesday, and Friday at 0900.

Wellpath provides data necessary for the classification, security, and control of inmates to the appropriate facility staff. We notify security staff whenever an inmate has a significant illness that will affect his or her housing or program assignment, disciplinary sanctions, or transfer to another institution. For instance, Wellpath staff share special needs treatment plans with security staff as needed to facilitate housing in the appropriate area of the facility, and to ensure proper treatment of inmates with long-term and individualized health care needs.

Quality Improvement Committee Meetings

Wellpath will continue to operate our Quality Improvement program in WVRJ. We will continue to provide a quality assurance program, consistent with ACA, VADOC, and NCCHC standards, in collaboration with the WVRJ.

Wellpath continually focuses on maintaining a high quality of care for WVRJ's inmate population. We use proven performance monitoring techniques at the WVRJ facilities, including our Continuous Quality Improvement Program (CQIP), which includes audit and medical chart review procedures to ensure compliance with contract requirements, as well as applicable standards.

Off-site Contractor Meetings

The Health Services Administrator, Medical Director, Director of Nursing and Director of Mental Health are expected to be on-site at the WVRJ on a full-time basis except for vacations or other approved absences such as sick leave. Any other off-site time for these key management team individuals must be approved in advance by the Superintendent or designee and the Contractor shall be responsible to ensure sufficient on-site management coverage at all times.

Wellpath understands this requirement and will comply. The Medical Director will not be on vacation or attend off-site meetings for more than one day without the approval of the Superintendent. The Wellpath Health Care Administrator, Bill Prillaman, and the Director of Nursing, Rachel Travitz, will not be on vacation or attend off-site meetings for more than one day without the approval of the Superintendent.



3.3.5 Reports

The Contractor shall provide WVRJ periodic reports delineating utilization statistics on a monthly basis, with year to date information and an annual summary. Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis.

Wellpath understands this requirement and will comply. Wellpath works to provide the best on-site care possible while being fully accountable to the WVRJA. We expect to be measured by our performance, including reduced medical grievances; accountability as evidenced by operational and financial reporting; reduced staff turnover; and by our ability to reduce off-site referrals. These are our continued goals and we will continue to share the details of our performance by providing regular operational and financial reports on these criteria. Wellpath typically provides more clinical and operational reports than any other company in the industry.

Wellpath will continue to provide a full set of operational reports that can be customized to meet the specific needs of the WVRJA. We will continue to deliver detailed monthly statistical reports and daily operational reports for review. We use these reports to continually review the effectiveness of our program and to improve overall program quality and efficiencies.

Wellpath provides monthly and daily statistical reports regarding the operation of the health care program, staffing fill rates to demonstrate compliance with the contracted staffing plan, and financial reports to aid the WVRJA with future budgeting efforts.

Daily Reports

Wellpath will continue to provide a daily narrative report for the previous 24 hours (Saturday and Sunday reports may be submitted Monday morning). The daily report outlines important events of both day and night shifts, including but not limited to:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of inmates in local hospitals and infirmaries
- Staffing roster changes
- Completed medical incident report copies
- Completed medical grievance report copies
- Receiving screenings performed
- Health assessment status report



Monthly Reports

Wellpath will provide a customized monthly report package specific to the WVRJ. Reports delineate the status of the health care program, including potential problems and suggested resolutions.

The customized monthly reports for the WVRJA reflects the previous month/term workload, with data including but not limited to:

- Inmates' requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist/psychologist
- Off-site hospital and emergency room admissions and cost
- Medical specialty consultation referrals and cost
- Intake medical screenings
- 14-day history and physical examinations
- Diagnostic studies
- Report of third-party reimbursement, pursuit, and recovery
- Percentage of inmate population administered medication
- Inmates testing positive for TB, STDs, HIV, or HIV antibodies
- Inmate mortality
- Number of hours worked by entire medical staff and compliance with contract staffing levels
- Other data deemed appropriate by the WVRJA

Documentation of Staffing

Wellpath will continue to track and report all staff hours worked, as well as hours not provided. We realize the importance of delivering what we promise, especially regarding on-site staffing, and we will continue to work to keep these costs as low as possible.

To demonstrate compliance with the contracted staffing plan, Wellpath will continue to provide a monthly statistical report showing staffing fill rates. Each month, we provide accounting of actual days/hours worked by the entire medical staff in the form of an FTE report. These reports, which are compiled by pay period, provide true transparency and allow for auditing down to the individual and shift. Because these reports are automatic, all historical reports can be searched, queried, and drilled down in mere moments. Our automated FTE reporting system allows for 100% auditable reporting of contract versus worked staffing reports.



Sample FTE Report

Staffing Report - Position Level (FTE)													
For Period: 05/06/2017 - 05/27/2017													
* = Backfill Position													
Position	#	Contract Totals			Productive Hours					Non-Productive Hours			
		Actual FTE	Contracted FTE	Variance	Regular Hourly	Overtime Hourly	Overtime Salary	Holiday Worked	Total Productive	Vacation, Sick, & PTO	Holiday	Training	Total Non-Productive
Administrative Assistant Clinical Site		1.041	1.000	0.041	1.000	0.041	0.000	0.000	1.041	0.000	0.000	0.000	0.000
Certified Medical Assistant	*	8.438	11.900	-3.462	7.800	0.133	0.000	0.000	8.438	0.542	0.000	0.000	0.692
Dental Assistant	*	0.881	1.200	-0.319	0.881	0.000	0.000	0.000	0.881	0.072	0.000	0.000	0.122
Dentist	*	0.914	1.000	-0.086	0.900	0.000	0.011	0.000	0.914	0.100	0.000	0.000	0.100
Dentist Hourly		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Director of Nursing		1.219	1.000	0.219	0.968	0.000	0.200	0.000	1.168	0.050	0.000	0.000	0.100
Health Services Administrator		1.072	1.000	0.072	0.992	0.000	0.000	0.000	1.072	0.000	0.000	0.000	0.000
Limited License Psychologist		0.000	2.000	-2.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
LPN	*	22.776	32.100	-9.324	21.428	1.347	0.000	0.000	22.776	1.079	0.000	0.000	1.229
MD1400 0974 Job Code NOT in the		0.817	0.000	0.817	0.817	0.000	0.000	0.000	0.817	0.000	0.000	0.000	0.000
Medical Director	*	1.034	1.200	-0.166	0.863	0.000	0.072	0.000	1.034	0.000	0.000	0.000	0.000
Medical Records Clerk		4.961	5.000	-0.039	4.447	0.122	0.000	0.000	4.569	0.375	0.017	0.000	0.392
Mental Health ARNP	*	0.264	2.500	-2.236	0.264	0.000	0.000	0.000	0.264	0.000	0.000	0.000	0.000
Mental Health Director	*	1.069	1.000	0.069	1.000	0.000	0.000	0.000	1.069	0.000	0.000	0.000	0.000
Mental Health Professional	*	8.987	7.000	1.987	6.622	0.264	0.000	0.000	8.987	0.412	0.000	0.000	0.500
Nurse Educator	*	1.028	1.000	0.028	0.995	0.000	0.013	0.000	1.028	0.000	0.000	0.000	0.000
Nurse Practitioner	*	2.078	1.700	0.378	1.854	0.000	0.214	0.000	2.078	0.000	0.000	0.000	0.000
Nurse Practitioner Hourly		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Pharmacy Technician	*	5.731	5.000	0.731	5.484	0.247	0.000	0.000	5.731	0.100	0.150	0.000	0.250
Physician Hourly		0.000	1.200	-1.200	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Psychiatrist		0.000	0.700	-0.700	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Psychiatrist Hourly	*	0.962	0.400	0.562	0.963	0.000	0.000	0.000	0.962	0.000	0.000	0.000	0.000
Psychologist Hourly		0.000	2.000	-2.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Quality Improvement Coordinator	*	0.712	1.000	-0.288	0.714	0.000	0.017	0.000	0.712	0.250	0.000	0.000	0.250
RN	*	20.066	33.900	-13.834	18.883	1.183	0.000	0.000	20.066	0.414	0.000	0.000	0.414
RN Charge Nurse	*	0.798	0.000	0.798	0.793	0.017	0.000	0.000	0.798	0.200	0.000	0.000	0.200
RN2500 0973 Job Code NOT in the		0.795	0.000	0.795	0.750	0.045	0.000	0.000	0.795	0.000	0.000	0.000	0.000
X-ray & Lab Technician	*	1.000	1.000	0.000	0.998	0.002	0.000	0.000	1.000	0.000	0.000	0.000	0.000
Grand Total		86.544	119.000	-32.456	82.544	3.962	0.081	0.000	86.542	3.721	0.323	0.000	4.044
* = Backfill Position													

Annual Reports

If re-awarded, Wellpath will provide a comprehensive annual report based on the contract year, giving a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. We will submit the annual report no later than 60 days after the end of each contract year. The report will include utilization statistics and a narrative summary of our accomplishments for the year, as well as recommendations for desirable changes in medical procedures and/or protocols.

Wellpath will continue to provide clinically appropriate health care services to inmates at the WVRJ facilities. We will continue to monitor and assess the delivery of health services by using quality improvement audit tools to measure outcomes.

Wellpath will continue provide audit reports that reflect statistical and narrative data, including but not limited to:

- A statement of observed trends
- A summary and conclusion of findings based on trends
- A Corrective Action Plan (CAP) with specified timeframes for remedies based on findings
- A complete audit report submitted by the specified deadline

The Contract Monitoring Unit reviews the proposed CAP. Once approved, relevant modifications are made to the appropriate policy and procedures. Thereafter, modifications are implemented and monitored for ongoing compliance. Within a specified timeframe, Wellpath submits a written follow-up/status report reflecting implementation and sustainment of the finalized CAP.



3.3.6 Policies and Procedures

Wellpath follows a written health care plan with clear objectives and site-specific policies and procedures for the WVRJ. Our goal continued goals are to reduce risk for the WVRJA, avoid unnecessary transportation and security costs for off-site care, and lower litigation claims and grievances while improving patient care.

Wellpath has developed site-specific policies, procedures, and protocols for our staff at the WVRJ facilities in accordance with all state, legal, requirements, including VADOC, ACA, and NCCHC standards, as well as WVRJ policies and procedures. The policies and procedures are reviewed and revised as Wellpath or WVRJ policies are modified, no less than once per year, and approved by the facility administrators.

Development and Review

The Contractor shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Health Service Administrator and Medical Director for the Contractor and by the Superintendent or designee. Each policy and its procedure shall be reviewed on an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC, VDOC and ACA. Each policy and procedure shall cross-reference the NCCHC, VDOC and ACA standards applicable for ease of reference. All health services forms shall be cross-referenced to the applicable policy.

Wellpath understands this requirement and will comply.

Site Specificity

The Contractor shall ensure that policies and procedures and related health record forms are specific to the unique environment of the WVRJ within 90 days of start-up of this contract. Routine updates and training on all policies and procedures shall be provided to health services staff and such information sharing shall be documented and available for inspection.

Wellpath understands this requirement and will comply. Wellpath has site-specific policies and procedures already in place. These policies have been approved by the WVRJ and will continue to be reviewed and approved annually, or more frequently, as necessary.

Remain WVRJ Property

All policies and procedures, protocols, manuals (such as quality improvement, infirmity, nursing, forms, etc.) shall remain the property of WVRJ at the termination of this contract and shall be available to WVRJ at all times during the contract term and at termination, upon request, on Flash Drive in Microsoft Word format.

Wellpath understands; however, Wellpath respectfully requests that any Wellpath-developed forms or policies will remain property of the company.



3.3.7 Quality Improvement Program

The contractor shall ensure a system is in place to provide health care internal review and quality assurance in accordance with NCCHC, VADOC, and ACA standards. The Contractor shall establish a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly.

Wellpath understands this requirement and will comply. Wellpath uses established policies and procedures and our data-driven Continuous Quality Improvement Program (CQIP) to ensure the continued quality of our medical program. We will continue to use the CQIP to evaluate the medical program and ensure contract compliance. The Wellpath CQIP ensures that clinical care delivery at the WVRJ facilities is conducted in accordance with our high expectations, as well as VADOC, ACA, and NCCHC standards.

Wellpath follows proven performance monitoring techniques at the WVRJ, including our Continuous Quality Improvement Program (CQIP), which includes audit and medical chart review procedures to ensure compliance with contract requirements, as well as VADOC, NCCHC, and ACA standards. We also conduct Medical Audit Committee (MAC) meetings and peer reviews to evaluate the health care program.

We are dedicated to continuously improving our services and program offerings for the WVRJ. We use established techniques like electronic CQI screens and advanced technology to make our programs even better.

Quality Improvement Plan

The Contractor shall develop a Quality Improvement Plan within 90 days of start-up and this plan shall be specific to the WVRJ facility. This plan must be approved by the Superintendent or designee.

Wellpath understands this requirement and will comply. Wellpath uses established policies and procedures and our data-driven Continuous Quality Improvement Program to ensure the continued quality of the WVRJ medical program. The goal of the CQIP, which operates under the authority of Wellpath Chief Clinical Officer, Carl Keldie, MD, is to ensure systems and programs guarantee that our patients receive quality health care services. The Wellpath CQIP ensures that clinical care delivery at WVRJ is conducted in accordance with our high expectations, as well as VADOC, ACA, and NCCHC policies and procedures.

Wellpath has a site-specific Quality Improvement (QI) plan in place based on the scope of care provided at WVRJ. The plan addresses health care services provided both on and off site for quality, appropriateness, and continuity. Wellpath uses the QI plan to review and define the scope of care provided, as well as the QI review process and the format of monthly MAC meetings.

Continuous Quality Improvement Program

Wellpath continuously focuses on maintaining a high quality of care for our patients. We have established policies and procedures and a data-driven Continuous Quality Improvement Program (CQIP) to ensure the continued quality of our medical programs. The goal of the CQIP, which operates under the authority of our Chief Clinical Officer, Carl Keldie, MD, is to ensure systems and programs guarantee that our patients receive quality health care services. The CQIP ensures that clinical care delivery at the



WVRJ is conducted in accordance with our high expectations, as well as VADOC, NCCHC, and ACA standards.

Scope of CQIP

Wellpath conducts CQI studies to ensure all services at the WVRJ meet established minimum thresholds. We are responsible for monitoring relevant areas for quality improvement, including accreditations, credentialing, environmental inspections, emergency drills, nursing, intake, medication management, special housing, and ancillary services.

Routine CQI studies examine areas where overlap or hand-off occurs, as well as other problem-prone, high frequency/volume, and risk management processes, including but not limited to: Receiving Screenings, Screening and Evaluation at Health Assessment, Special Needs, Segregation, Treatment Planning, Suicide Prevention, Medication Administration, Initiating Medication at Intake, as well as processes exclusive to the WVRJ.

Wellpath complete CQI screens as outlined in the CQI Calendar, plus at least one ad hoc screen per quarter to evaluate a site-specific issue presenting challenges. Examples of ad hoc screens include:

- Missed Medication (investigative study)
- TB Screening
- Health Assessment – Periodic
- Grievances
- Communication with Custody
- Initiating Essential Medications – Return from Hospital
- Prenatal and Postpartum Care – HEDIS and Outcome Study
- Asthma Outcome Study

Please see the following sample CQI Calendar, with monthly CQI screens broken out by responsible party.



Sample CQI Calendar			
Month	Nursing	Site Medical Director	Mental Health
Jan.	1. Continuity of Care 2. Pregnancy Care		
Feb.	1. Site-specific Study 2. CQI Meeting	1. Scheduled & Unscheduled Off-site Care	1. Suicide Prevention
March	1. Medication Administration 2. Copy of Narcotics Logs		
April	1. Alcohol/Benzodiazepine Withdrawal 2. Opiate Withdrawal		1. Segregation
May	1. CQI Meeting 2. Patient Safety (review Q1)	1. Physician Chart Review	1. Suicide Prevention
June	1. Emergency Services 2. Sick Call		
July	1. Receiving Screen & Med Verification	1. HIV	1. Psychiatric Services
Aug.	1. Site-specific Study 2. CQI Meeting		
Sept.	1. Ancillary Services 2. Dental Care 3. Dietary Services		1. Suicide Prevention
Oct.	1. Alcohol/Benzodiazepine Withdrawal 2. Diabetes—HEDIS		1. MH Special Needs & Treatment Planning
Nov.	1. CQI Meeting 2. Patient Safety (review Q2 & Q3)	1. Infirmary Care	
Dec.	1. Annual Review of CQI Program		1. Suicide Prevention

Quality Improvement Committee

A multidisciplinary Quality Improvement Committee (QIC) directs all Quality Improvement activities. The QIC is led by the site Medical Director and includes:

- Site HSA – William Prillaman
- Site DON – Rachel Travitz
- Site Medical Director/Physician – Dr. David MacDonald
- Site Psychiatric Provider – Dr. Zachary Stroud
- Mental Health Director – Denise Yopp

The QIC is responsible for performing monitoring activities, discussing the results, and implementing corrective actions as indicated.



The QIC typically meets quarterly to review significant issues and changes and provide feedback for the purpose of improving processes or correcting any deficiencies or improving processes. Wellpath marks all CQIP activity records as confidential; discussions, data collection, meeting minutes, problem monitoring, peer review, and information collected as a result of the CQIP are not for duplication or outside review.

High-risk Items

The CQIP addresses many forms of risk management, including clinical and environmental risk management tools that work to identify and reduce variability, as well as reducing liability when adverse events occur. The QIC for the WVRJ addresses the following risk management items:

- **Critical Clinical Event (CCE) Reviews** – The QIC monitors, reviews, and reports on the health care staff's response to critical incidents. The committee uses the root cause analysis problem solving methodology to review the CCE.
- **Emergency Drill Reviews** – The QIC monitors, reviews, and reports on the health care staff's response to emergency drills.
- **Environmental Inspection Reports** – Wellpath participates in monthly facility environmental inspections to ensure that inmates live, work, recreate, and eat in a safe and healthy environment.
- **Resolution Tracking** – The QIC tracks deficiencies identified during routine environmental inspections through resolution.
- **Utilization Management** – Wellpath monitors the provision of care to ensure that medically necessary health care services are provided in the most appropriate setting.
- **Grievances** – The Wellpath grievance process is consistent with national standards and internal client policies. The QIC reviews and categorizes grievances to identify potential issues and determines if patterns exist or develop. Patient satisfaction surveys are administered on topics relevant to the inmate population.
- **Pharmacy** – Wellpath ensures quality pharmacy programming through regularly scheduled on-site inspections performed by a consulting state-licensed pharmacist. We will continue to document inspection reports and maintain them on file, and the consulting pharmacist provides a summary of these discussions and actions to the QIC.
- **Pharmacy Reports** – Wellpath uses pharmacy reports to identify outliers and trends, then evaluates and addresses all outliers. The Regional Medical Director reviews pharmacy utilization data on a regular basis.

Peer Review and Supervision

The Contractor shall ensure an external peer review program for physicians, mental health professionals, and dentists is implemented. The review shall be conducted no less than every two years.

Wellpath understands this requirement and will comply. Wellpath will provide a peer review consistent with accreditation and contractual responsibilities to ensure that the WVRJ medical program meets community standards of care. Peer reviews will be conducted by an external provider to be mutually agreed upon by WVRJ and Wellpath to ensure an unbiased review. We have experience hiring outside professionals who are not affiliated with Wellpath to conduct peer reviews, and we will continue that practice at WVRJ. Wellpath will work with WVRJ to share any information not restricted by applicable state and federal laws.



3.3.8 Emergency Plan

The Contractor shall ensure that a current and up-to-date emergency plan, specific to the WVRJ be developed and implemented within the initial 30 days of the contract start-up. All staff shall be oriented and trained regarding the aspects of the emergency plan. Emergency drills shall be conducted on a quarterly basis at the WVRJ, and include representation of all shifts at the various locations.

Wellpath understands this requirement and will comply. Wellpath has an effective disaster plan with detailed procedures for handling emergency situations. We pride ourselves on being a solutions-oriented company that considers all aspects of our clients' needs. Our team members jump into action and do what needs to be done for our valued partners in the face of a disaster or impending disaster.

Following is an example of how Wellpath stepped up to help our valued partner, the Richland County Sheriff's Department, during the devastating flooding in South Carolina in early October 2015. We continually strengthen our emergency plan to address such disasters faced by our client facilities.

Columbia, South Carolina

In 2015, when we learned that our client facility, the Alvin S. Glenn Detention Center in Columbia, South Carolina, was without drinking water as a result of severe flooding, Senior Regional Vice President, Bill Kissel, borrowed a truck and labor from the Mecklenburg County Sheriff's Office, our valued partner in Charlotte, North Carolina, and purchased every bottle of water in stock at the local Walmart. He and the Mecklenburg Deputy transported the water the 90 miles to Columbia, where the flooding had crippled the city.



Photograph courtesy of the Mecklenburg County Sheriff's Office

Emergency Preparedness

Wellpath will continue to work collaboratively with WVRJ administration to define the roles of health care staff in the event of a disaster. We have established contingency and emergency procedures to ensure continuity of care during unexpected events, disruptions, and natural or man-made disasters. We will act quickly throughout and following the transition period to develop a comprehensive plan that addresses all aspects of these possible emergencies.

Wellpath Staff's Commitment during Disaster

"Your staff during Hurricane Harvey was stellar during the challenging circumstances they faced during this event. Your staff had to work under very uncomfortable conditions, mostly related to the loss of electrical power and even the loss of generator power. Your staff under the very competent leadership of [HSA] Mr. Jason Rankin is to be commended for providing the best medical care to the inmates of the Nueces County Jail."

Asst. Chief Deputy Abel B. Carreon
Nueces County Sheriff's Office, TX

Wellpath has a cooperative, site-specific Emergency Preparedness Plan for the WVRJ in place to ensure proper staff recall and allocation, patient movement to designated safe areas, and presence of



emergency equipment and supplies. Our Wellpath Emergency Preparedness Plan has been incorporated into the overall emergency plan for WVRJ.

The Wellpath Emergency Preparedness Plan, which complies with VADOC, NCCHC, and ACA standards, is thoroughly outlined in the Wellpath Policies and Procedures Manual that as your incumbent we have already developed and gotten approval from WVRJ administration. The Emergency Preparedness Plan is approved by WVRJ and minimally includes:

- Establishment of a command post
- Responsibilities of health staff during an emergency
- Triage procedures
- Use of emergency equipment and supplies
- Establishment of primary and secondary triage areas and sites for care
- Continuity of care and safety of patients
- Prevention of interruption in medication
- Contingency pharmacy and medical supplies plan
- The protection and accessibility of patient care data at predetermined locations
- Training modules
- Disaster bag/mobile equipment contents, breakaway seal system
- Crash cart equipment
- Contact list for recall of key health care staff and community emergency response system
- Evacuation procedures in coordination with security personnel
- Evacuation routes and means of transport out of the institution for injured, ill, disabled, or restrained individuals
- Emergency treatment documentation
- Medical staff participation in facility emergency procedure drills
- Procedure for conducting man down and emergency drills
- Backup assignments for each of the contingency elements

Wellpath recognizes unique problems and situations, including severe weather and other adverse conditions. The Wellpath Emergency Response Plan covers the four major phases of emergency preparedness management—Mitigation, Preparedness, Response, and Recovery—as illustrated in the following graphic.





All Wellpath personnel are aware of and familiar with the Wellpath Emergency Preparedness Plan, which also covers “man down” incidents, fires, and hostage situations. New employees will be trained on the health aspects of the plan during orientation, and all health care staff will review the plan annually. A health emergency “man down” drill is practiced once a year on each shift where Wellpath personnel are regularly assigned in accordance with applicable standards. We also participate in disaster drill planning programs as requested by WVRJ administration and perform a critique of the drills on an annual basis.

Wellpath is committed to ensuring all personnel are adequately trained to respond to a crisis situation. Correctional health care personnel are trained to respond to emergencies within four minutes. We offer periodic proficiency training for medical personnel on emergency response and other integral components of our program using established Core Competency Checklists. Core Competency is assessed at least annually dependent upon an individual’s needs or responsibilities. Staff members are also trained on the implementation of an Incident Command System (ICS). We have provided a sample Health Care Provider Emergency Equipment/Response Competency Checklist in **Tabbed Attachment H**.

Wellpath uses the START (Simple Triage and Rapid Treatment) system, established by the Hoag Hospital and Newport Beach Fire Department, to train Wellpath staff on the process for handling multi-casualty events.

The triage portion of START, which is the focus of our training program, allows for rapid assessment of every patient, identifying those who have life-threatening injuries, and assigning each patient to one of four categories so when rescuers arrive at the scene, they can immediately be directed to those patients with the best chance of surviving.

START Triage	
Assess, Treat, (use bystanders)	
When you have a color, STOP - TAG - MOVE ON	
M E D I C A L I N J U R I E S	-- Move Walking Wounded
	-- No RESPIRATIONS after head tilt
	-- Breathing but UNCONSCIOUS
	-- Respirations - over 30
	-- Perfusion Capillary refill > 2 or NO RADIAL PULSE Control bleeding
D E L A Y E D	-- Mental Status Unable to follow simple commands
	-- Otherwise
REMEMBER: Respirations - 30 Perfusion - 2 Mental Status - Can Do	

Wellpath Support

Wellpath is well aware of this history and aftermath of violent natural disasters that have affected the country. In 2017, three Wellpath sites in Texas were impacted by Hurricane Harvey, Fort Bend County Montgomery County, and Jefferson County. Our emergency procedures for staffing during a crisis were successfully employed and delivery of health care continued uninterrupted. Wellpath designated teams of essential employees to ensure that the sites had 24 hour coverage. One team remained on-site for five to seven days until relief staff were able to return to work. We also applied for emergency waivers through Texas state licensing boards. The waivers allowed for clinically licensed Wellpath employees from across the country to work in the State of Texas and provide relief support. The out-of-state employees were also able to remain in place to allow for staff impacted by the flooding the time off that was needed to relocate family, make new housing arrangements, secure transportation, etc.

Additionally, our Dare to Care program provided issued more than 95 grants, totaling approximately \$200,000, to Wellpath employees in Texas and Florida who were impacted by Hurricanes Harvey and Irma.



Emergency Response

Correctional and health care personnel shall be trained to respond to health-related situations within a four minute response time.

Wellpath understands this requirement and will comply. Correctional health care personnel are trained to respond to emergencies within four minutes. A Wellpath staff member responds to all emergencies upon notification by reporting to the area of the emergency with necessary emergency equipment and supplies within four minutes. By training our nurses in emergency response and offering on-call physician services, Wellpath is often able to reduce off-site/ER trips and hospital stays for our clients.

Our training and preparation paid off in September of 2018. On September 22, a full emergency response was initiated when an inmate was discovered to be in down and unresponsive in his cell. Seven officers and three medical personnel responded to the emergency, and over the course of 10 minutes started CPR and deployed and AED. These measures lead to a pulse being obtained, when EMS arrived the patient was transported to Roanoke Regional Hospital. Because of the combined efforts of WVRJ and Wellpath personnel this inmate was able to survive this cardiac event, the patient returned to the facility on September 29th.

On-site health care staff may make emergency off-site referrals based on established guidelines.

Emergency Drills

The quarterly emergency drills shall be inmate or staff-specific and situational to the jail setting, i.e. emergency response to inmate identified hanging, emergency response to staff injury in kitchen, emergency response with Automatic External Defibrillator (AED) to the visiting area, etc.

Wellpath understands this requirement and will comply.

Emergency / First Aid Kits

The Contractor shall ensure first aid kits are available in designated areas of the facility as determined by the designated health authority in conjunction with the Superintendent. The health authority approves the contents, number, location, and procedures for monthly inspection of the kit(s) and written protocols for use by non- medical staff.

Wellpath understands this requirement and will comply.

Automatic External Defibrillators

Automatic external defibrillators (AED) shall be utilized by health services staff as first responders. Contractor staff shall be trained and certified in AED use and documentation. Contractor shall be responsible for checking the AED's monthly to ensure that all AED's are operational and ready for use. WVRJ shall provide AED.

Wellpath understands this requirement and will comply. Automatic external defibrillators (AED) will be utilized by health services staff as first responders. Wellpath staff are trained and certified in AED use and documentation. Wellpath is responsible for checking the AEDs monthly to ensure they are operational and ready for use. WVRJ will continue to provide all AEDs. All health care personnel maintain current first aid and CPR/AED certification and attend appropriate workshops to maintain their licensure.



Ambulance Services

Ambulance services shall be identified and the process delineated for the use guidelines and contact procedures for ambulance services, whether for ACLS/paramedic ambulance for all life-threatening emergencies or BCLS for those situations that are not critical but are emergent.

Wellpath understands this requirement and will comply. Wellpath will continue to provide 24-hour emergency medical, dental, and mental health services. We agree to the policies and procedures related to arranging for medical transport for off-site emergency services for inmates as specified by WVRJ.

Wellpath staff determine if a patient requires transport to a local emergency room for treatment. The patient is stabilized on site, then transferred to an appropriate medical facility if necessary. Wellpath coordinates with Carilion Roanoke Memorial Hospital Regional One Health as appropriate in emergency situations, and coordinates emergency transport and ambulance services with security staff as needed. As the incumbent provider for WVRJ, Wellpath is already accustomed to working with Carilion Roanoke Memorial Hospital, Regional One Health, Life Care Ambulance, Carilion Patient Transportation and American Medical Response (AMR) as appropriate to provide emergency medical care and transportation.

On-Call Availability

Physician coverage shall be available through an on-call system involving cell phone or other appropriate communication device. A primary care physician shall be on-call around the clock.

Wellpath understands this requirement and will comply. The site Medical Director, Dr. Mac Donald, is on call 24/7 and provides clinical oversight to the Wellpath medical program in accordance with VADOC, NCCHC, and ACA standards.

On-site health care staff may make emergency off-site referrals based on established guidelines and their professional interpretation of a patient's need. The on-call physician is notified as soon as the situation allows. The Wellpath Medical Director conducts a retrospective review following an ER referral to ensure that the action was appropriate and to identify any additional staff training needed.

Retrospective Review Form for Emergency Services – Care Management System

The screenshot displays a web-based form titled "Retrospective Review Form for Emergency Services". The form is organized into several sections:

- Patient Information:** Name: Bruce Wayne, Inmate#: 951, SSN: 547896320, DOB: 2/12/1958, Site: Oz Correctional..., Sex: M, Custody: 4/1/2010, Housing: N/A, Type: None.
- Common Referral Items:** Includes checkboxes for Infirmary Housed, Workers Comp, Confirmed Inmate Violence, Probable Inmate Violence, Not Financially Liable, Other Insurance, Inpatient Stay, and Prebooking Event. A Discharge Date field is also present.
- Referral Type:** Radio buttons for Outpatient, ER/Inpatient (selected), and Formulary Exception.
- Service:** Radio buttons for Emergency Room (selected) and Direct Admit Patient.
- Means of Transportation:** Radio buttons for custody car (selected), ambulance, and air ambulance.
- Hospital Name:** A text input field.
- Date of Service / Admission:** A text input field.
- Diagnosis:** A text input field.
- Reason for ER Visit:** A text input field.
- Buttons:** Pending, Submit, and Cancel.

On the left side of the form, there is a "Referrals" section with a list of referrals, including dates and inmate numbers. The bottom of the form shows a copyright notice: "© 2009 Corvus Care Systems, LLC".



Wellpath will continue to provide monthly reports of emergency room visits, with data including each patient's name and identification number, the date of emergency service, the patient's disposition, and the emergency treatment received.

ER Trips Report – Care Management System

10/6/2014 8:05:41 AM

ER Trips Report

10/5 - 10/6 8:01:31 AM

Displays all ER Trips between the Start Date and End Date.

Inmate Type: N=None, S=State, F=Federal, CMP=Interstate Compact/ICE/CE/INS
Observation(OBS): *No Observation, **Was Observation
Hospital Name: *** ER To Inpatient Conversion

Site Name	Site Department Name	Name (InmateType)	Patient Number	DOB	Auth Code	OBS	Req Insert Date	Custody Date	Admit Date	Days From Custody	Discharge Date	Hospital Name	Diagnosis
City of Las Vegas	UV Detention Center		8018818	7/5/1979	1975971		10/5/2014	10/4/2014	10/5/2014	1		University Medical Center	Presenting Problem: 545.9 Epilepsy Not Otherwise Specified
Guilford County Detention Centers	Guilford County High Point Det		628354	2/5/1991	1974872		10/6/2014	9/22/2014	10/5/2014	13		Moses Cone	Presenting Problem: 550.9 Ing Ulnal Hemia Not Otherwise Specified
Marion Co Sheriff's Dept.	Marion Co Main Jail (N)		000000693909	7/9/1987	1974982		10/6/2014	10/2/2014	10/5/2014	3		Edenai	Presenting Problem: 644.107 Treated Labor Not Elsewhere Classified Unspecified
Marion Co Sheriff's Dept.	Marion Co Main Jail (N)		000000644225	1/29/1985	1975000		10/6/2014	10/3/2014	10/5/2014	2		Edenai	Presenting Problem: 91.9 Superficial Injury of Other Multiple and Unspecified Sites
Oakland County Jail	Oakland County Jail		255151	11/4/1977	1974838		10/6/2014	10/4/2014	10/5/2014	1	10/5/2014	McLaren	Presenting Problem: 789.0 Abdominal Pain
Shelby County Govt	Shelby Correctional (SHCQ)		409216	4/15/1995	1974912		10/6/2014	1/29/2014	10/5/2014	249	10/6/2014	Regional One	Presenting Problem: 52.5.9 Dental Disorder Not Otherwise Specified
Westchester County	Westchester DOC		222442	3/7/1994	1974654		10/6/2014	9/18/2014	10/5/2014	17	10/5/2014	wcmc	Presenting Problem: 87.8.8 Open Wounds of Multiple and Unspecified Sites
Wyandotte Detention Center	Wyandotte County (WDD)		165476	10/5/2014	1974204		10/5/2014	10/5/2014	10/5/2014	0		KU Medical Center	Presenting Problem: 848.9 Sprains and Strains Not Otherwise Specified
Kentucky Department of Corrections	Kentucky State Reformatory		243465	3/24/1990	1974829	*	10/6/2014	11/18/2011	10/5/2014	1052	10/6/2014	Baptist Hospital La Grange	Presenting Problem: 000.10 Needs To Be Diagnosed (Seizures)
Kentucky Department of Corrections	Kentucky Correctional Institute		261397	7/11/1992	1974740	*	10/6/2014	1/14/2014	10/6/2014	269		U of L	Presenting Problem: V70.9 General Medical Exam Not Otherwise Specified
Kentucky Department of Corrections	Kentucky Correctional Institute		206741	7/9/1984	1974723		10/6/2014	3/13/2014	10/6/2014	207		*** Baptist Health La Grange	Presenting Problem: V22.2 Pregnant State Incidental
Pennsylvania Department of Corrections	50 Coal Township		115813	12/8/1979	1974952		10/6/2014	3/23/2011	10/5/2014	1292	10/5/2014	Granger-Shamokin	Presenting Problem: 959.01 Head Injury Not Otherwise Specified

3.3.9 Privacy of Care

Health care encounters, including medical and mental health interviews, examinations, and procedures shall be conducted in a setting that respects the inmates' privacy. Female inmates are provided a female escort for encounters with male health care providers.

Wellpath understands this requirement and will comply. Wellpath staff receive annual HIPAA training to ensure patient privacy is respected. Wellpath ensures that discussions of patient information and clinical encounters are conducted in private and carried out in a manner designed to encourage the patient's subsequent use of health services. All health services will be provided in a manner that complies with state and federal privacy mandates and with consideration for the patient's dignity and feelings.

Discussions among staff regarding patient care occur in private, without being overheard by inmates and non-health staff. Clinical encounters are conducted in private and not observed or overheard by correctional staff unless the individual poses a probable risk to the safety of the health care staff. When correctional staff are present, either auditory or visual privacy will be provided. Correctional staff observing clinical encounters will be instructed to keep confidential any health care information obtained.

Wellpath also manages the security and accessibility of inmate medical records in compliance with state and federal privacy regulations.



3.3.10 Emergency Notifications

The Contractor shall work with WVRJ to ensure the sharing of appropriate information regarding an inmate's condition if the family or other legal guardian is to be notified of a serious injury or illness.

Wellpath understands this requirement and will comply. We will continue to work with WVRJ in the sharing of information regarding an inmate's condition when a guardian or family member is to be notified of a serious illness or injury.

3.3.11 Death in Custody

The Contractor shall have a protocol that describes actions to be taken in the event of the death of an inmate. In the event of an inmate death, either in the WVRJ or in an outside hospital, the Contractor shall immediately notify the Superintendent or the designee of the Superintendent.

Wellpath understands this requirement and will comply. In the event of an inmate's death, the Wellpath Medical Director, HSA, and appropriate correctional personnel will be notified; in the event of a suicide, homicide, accidental, or suspicious death, the medical examiner and appropriate law enforcement officials will also be notified. Wellpath will participate in conjunction with the County Attorney or appropriate designee to conduct a mortality review consistent with NCCHC and ACA standards, as well as state and federal law.

The HSA will notify the Wellpath Regional Manager, electronically report the event directly to the Director of CQI, and assist in providing information to WVRJ administration, who will then communicate with the patient's next-of-kin and request an autopsy. A copy of the autopsy report and death certificate will be filed in the inmate's closed medical record.

The Charge RN on duty at the time of the inmate's death will ensure that documentation on the progress notes is performed regarding the witnessed facts concerning the death. Documentation will include time of death, circumstances surrounding death, nature of death, treatment(s) rendered, and persons notified of death and by whom. The site QI Committee will review the death to determine the appropriateness of clinical care, ascertain whether corrective action in the policies and procedures is warranted, and identify trends that define future studies.

Wellpath will report all deaths in accordance with pertinent regulations and timeframes. The report will include a narrative medical history covering the period 90 days prior to the death, the deceased's primary medical or psychiatric diagnosis and therapy provided, and a narrative description of the terminal event. If additional facts or critical information are discovered about a submitted incident, Wellpath will submit a follow-up report within 14 days of such a discovery.

Wellpath will notify the County Attorney and designated WVRJ representative(s) in writing of any inmate-related litigation we receive involving correctional health care. We will not settle any inmate litigation without first contacting the County Attorney.



3.3.12 Inmate Grievances

The Contractor shall work cooperatively with WVRJ in the administration of WVRJ's inmate grievance procedure to ensure systematic review of and response to inmate complaints, concerns or inquiries.

Wellpath understands this requirement and will comply. Wellpath staff will continue to process and address health complaints or grievances from inmates daily in accordance with NCCHC and ACA standards.

During the receiving screening, Wellpath staff advise all inmates of their right to access care and the process for requesting health care services. Information regarding access to health care is communicated to inmates upon arrival, both verbally and in writing in a language the inmate understands. Provisions are made to ensure that non-English speaking individuals understand how to obtain health care and are able to make sick call requests. Security staff can also make referrals if they have concerns for the health status of an inmate.

Inmates have immediate access to sick call request forms that meet all standards and guidelines. Qualified nursing personnel triage sick call requests at least once daily, seven days a week, including holidays.

Following the collection of sick call requests, nursing staff triage sick call requests within 24 hours of receipt. Sick call requests are assigned a disposition of Urgent, Priority, or Routine and are addressed within the appropriate timeframe. All medical complaints are recorded, along with a recommended intervention and referral to appropriate health care staff.

3.3.13 Managing a Safe and Healthy Environment

Wellpath provides several avenues for improving the overall health of the staff and patients at Western Virginia Regional Jail. Wellpath provides a presence at the annual employee wellness fair providing health information, blood pressure, and blood glucose screening. Wellpath also provides frequent reminders to all staff, throughout the year, regarding the impact of good hand hygiene on overall health. Wellpath also partners with the Roanoke Health Department Regional Epidemiologist when patients are diagnosed with certain high risk or transmittable illnesses to ensure that we are not only appropriately treating the patient but we are appropriately protecting the overall health of the population at Western Virginia Regional Jail.



Infection Control Program

The Contractor shall establish a written plan that addresses the management of infectious and communicable diseases. The plan shall include procedures for prevention, education, identification, surveillance, immunization (when applicable), treatment, follow-up, isolation (when indicated), and reporting requirements to applicable local, state, and federal agencies.

Wellpath understands this requirement and will comply. Wellpath will continue to provide a complete infection control program, in accordance with the Centers for Disease Control (CDC), NCCHC, and ACA standards. Our Infection Control Program for the WVRJ is led by our Director of Nursing, Rachel Travitz. All Wellpath staff are required to complete annual Infection Control training. Training modules may be updated more than once per year, as appropriate.

Infection Control Program Components

This program shall include necessary training for health services and security personnel on infectious disease control and prevention, precautions and appropriate use of personal protective equipment such as hepa-masks. This program shall also include standards for bio-hazardous waste disposal, infection control practices for equipment management, and availability and accessibility of appropriate protective gear.

Wellpath understands this requirement and will comply. The Wellpath Infection Control Program aims to effectively control the occurrence and spread of communicable diseases by maintaining compliance with universal precaution procedures. It ensures the provision of appropriate cleaning and personal protective equipment, and includes training on general sanitation issues and preventing the transmission of blood borne pathogens. The primary drivers of effective infection control policies, procedures, and guidelines include: **Identification, Prevention, Diagnosis, and Treatment**. Accordingly, the goals of the Wellpath Infection Control Program are:

- To identify those individuals who are at risk for infectious diseases
- To monitor and report the incidence of infectious diseases among staff and inmates
- To promote a safe and healthy environment through the use of regular inspections, education, communication, and role modeling
- To survey patients from the time of their entry into the facility
- To provide timely, effective treatment when an infectious disease is identified
- To administer vaccinations to minimize the spread of infectious diseases
- To protect the health and safety of staff and inmates by use of appropriate isolation precautions
- To establish effective decontamination techniques for cleaning of medical equipment and contaminated reusable items
- To provide safe means of disposing of biohazardous waste and used needles and sharps
- To implement and use strict Standard Precautions to minimize the risk of exposure to blood and bodily fluids
- To file required reports in a manner that is consistent with local, state, and federal laws and regulations
- To establish and maintain a good working relationship with the Health Department, the community, and the facility in matters that relate to the prevention of infectious diseases



- To train staff during their orientation and on an ongoing basis regarding each facet of the Infection Control Program
- To monitor the effectiveness of the Infection Control Program through ongoing Quality Improvement data collection and statistical reporting

We expect to achieve these goals through a commitment to early identification from surveillance of potential and actual occurrences of infectious disease. As part of the receiving screening process, Wellpath staff inquire into any past history of infectious or communicable diseases, and ensure complete clearance for the inmate's assignment to general population. Those at risk for spreading a communicable disease are segregated from the general population; Wellpath will continue to coordinate medical isolation or quarantine with security staff when indicated.

Infection Control Committee

The infection control program shall be coordinated by a designee of the Contractor and shall be considered a component of the quality improvement committee. Sentinel events involving infectious disease or control issues shall be reported to the quality improvement committee and reported to WVRJ immediately per occurrence.

Wellpath understands this requirement and will comply. Wellpath designates one team member at each facility to serve as Infection Control Coordinator (ICC); Rachel Travitz is designated as the ICC at the WVRJ. The Infection Control Coordinator for each facility is responsible for maintaining all clinic logs and statistical data, which are stored electronically on the Wellpath intranet. All appointments are scheduled and completed in the Care Management system through the ICC.

Staff Vaccination

Health services staff shall be provided Hepatitis B vaccination at the expense of the Contractor. All direct care staff shall receive a test for tuberculosis prior to job assignment and periodic testing thereafter.

Wellpath understands this requirement and will comply. We will continue to provide Hepatitis B vaccinations to health services staff at no cost to WVRJ. Health care staff are tested for tuberculosis prior to job assignments and will continue to be tested periodically. Flu shots will continue to be administered to WVRJ staff.

Tuberculosis Testing

The Contractor shall develop a written plan that addresses the management of tuberculosis. The plan shall include procedures for initial and on-going testing for infection, surveillance, treatment, including treatment for latent tuberculosis, follow-up, and isolation when indicated. TB screening of inmates shall be carried out at intake by health care staff through a symptom check with the admission process.

Wellpath understands this requirement and will comply. The health assessment includes administration of a PPD test for tuberculosis, the results of which are read and documented within 48-72 hours. Wellpath staff also inquire into any past history of tuberculosis and ask specific symptom screening questions as part of the receiving screening process. If documentation of a positive test is in the record or if the inmate indicates such, Wellpath will follow the CDC guidelines of annual symptom screening and will perform a chest X-ray if symptoms indicate the clinical necessity.



Hepatitis A, B, and C

The Contractor shall have a written plan that addresses the management of hepatitis A, B, and C. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated. Inmates are not required to receive Hepatitis B vaccination unless the individual has been started on the series and would receive the follow-on injections during incarceration.

Wellpath understands this requirement and will comply. Health care staff will continue to evaluate all patients identified as having hepatitis and will ensure that these patients have access to infectious disease specialists, as well as appropriate treatment and medications, as clinically necessary. Inmates with a history of intravenous drug use will be screened annually during their incarceration, in accordance with CDC recommendations. Hepatitis B treatment will be continued if an initial vaccination was given prior to incarceration.

Wellpath addresses infection control in all aspects of the program, including fixed and portable equipment, sterilizing instruments according to manufacturer instructions, and monitoring the sterilization capabilities of the autoclave used through utilization of spore count testing. We provide autoclave-suitable dental hand pieces and make other reusable medical instruments readily available and in sufficient quantity to ensure completion of a day's schedule without interruption of services to sterilize equipment.

HIV Infection

The Contractor shall have a written plan that addresses HIV infection. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated. The Contractor shall cooperate with the established 340B pharmacy program established by WVRJ if one is obtained.

Wellpath understands this requirement and will comply. Health care staff will evaluate all patients identified as having HIV and will ensure that these patients have access to infectious disease specialists, as well as appropriate treatment and medications, as clinically necessary. Inmates with a history of intravenous drug use will be screened annually during their incarceration, in accordance with CDC recommendations. Wellpath will work with the WVRJ to develop a 340B pharmacy program to help control costs for HIV medication.

Environmental Health and Safety

The Contractor shall participate with WVRJ in the inspections of all jail areas for safety and sanitation. These inspections shall be carried out on a monthly basis and include a standardized inspection tool.

Wellpath understands this requirement and will comply. Wellpath assists with the monthly inspections of all jail areas for safety and sanitation. Monthly reports to WVRJ and to the quality improvement committee, through the infection control subcommittee, are provided with any recommendations for corrective action or improvement.

Bio-Hazardous Waste

The Contractor shall have a written plan to address management of bio-hazardous waste and decontamination of medical and dental equipment that complies with applicable local, state, and federal regulations.



Wellpath understands this requirement and will comply. Wellpath has a national contract with Stericycle for the disposal of all bio-hazardous and infectious waste. Stericycle is a leader in the medical waste industry and specializes in biohazardous waste disposal. Through the services of Stericycle, Wellpath makes provisions for the collection, storage, and removal of all infectious waste and sharps containers in accordance with state and federal regulations. The scheduling and frequency of the removal has been approved by WVRJ.



Biomedical waste disposal at each Wellpath location is governed by policy and procedure and includes the proper containment, housing, and disposal of waste. Stericycle provides Wellpath with red biohazard bags for waste disposal and biohazard boxes for bundling and disposal. Proper disposal of sharps is controlled through the purchase of sharps disposal containers through the medical supplier. Pickup frequency is typically based on volume and the space available for housing. Pickup manifest tracking forms will be maintained on site by the HSA. Health care staff will follow standard precautions to minimize the risk of exposure to blood and body fluids of potentially infected patients.

Kitchen Sanitization and Food Handlers

The Contractor shall participate with WVRJ in the monitoring of all food services areas including food preparation, storage and cleaning areas. Staff in food services, employees and inmates, should be trained appropriately regarding cleanliness, infection control, inspections, sanitation, etc. and the health services staff shall participate in the training and monitoring.

Wellpath understands this requirement and will comply. Wellpath provides inmate worker medical clearances for all inmates working in food services. These inmates are screened before entering food services and then continually screened every 90 days to ensure continued fit for duty. These screenings include overall ability to work, absence of communicable diseases, and absence of open wounds. Wellpath collaborates with the Classification Division to ensure that these inmates working in food services are screened per ACA and VADOC requirements.

Ectoparasite Control

The Contractor shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies.

Wellpath understands this requirement and will comply. As part of our infection control program, Wellpath has established guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies.

Wellpath Staff Respond to and Control Outbreak at the WVRJ

The Medical staff at Western Virginia Regional Jail proactively manage threats to population health. These threats include any risk to the overall health of the population ranging from the flu to lice/bed bugs. Wellpath has worked collaboratively with the Western Virginia Regional Jail Command staff to reduce and eliminate the spread of these risk to population health. Wellpath provides flu vaccines to the inmate population as well as the security staff. Wellpath also collaborates with security staff advising of trends in community health related to outbreaks of common illnesses. When these community outbreaks occur Wellpath advises jail administration and the jail administration facilitates deep cleaning and disinfecting of the high traffic areas. This collaboration has led to a decrease in common population health problems such as the common cold and the flu.



More recently, Wellpath collaborated with jail administration to stop a rapidly spreading problem of lice among the female population. Two patients were identified with lice; however, rapidly that number increased to 18 in a 48 hour period. Jail Administration collaborated with Wellpath to limit movement of the female population, change out all clothes and linen two consecutive days, as well as facilitating the lice treatment of multiple housing units. Medical staff checked over 200 patients in a 24 hour period to identify any further patients impacted by the lice. Through the proactive approach of Wellpath and the collaboration of the jail administration the spread of this population health risk was kept within the female population and did not spread to the male population.

First-Aid Supplies

The Contractor shall establish standardized contents and inspection procedures for first-aid supplies throughout the facilities for staff access.

Wellpath understands this requirement and will comply. Basic first aid kits, for use by custody staff, are available in designated areas of the facility as approved by the responsible physician. The responsible physician will approve the contents, number, location, and procedure for periodic, documented inspection of the kits. The following points will be observed in each first aid kit:

- They will be large enough and will have contents appropriate for the place where they are to be used, (e.g. kitchen kit may contain different items than a housing area kit);
- The contents will be arranged so that the desired materials can be found quickly without unpacking the entire contents of the kit;
- Material will be wrapped so that unused items do not become dirty through handling;
- Inventory lists will be present in each kit to ensure monitoring of contents and ordering of materials when appropriate or necessary;
- Depleted, outdated, or soiled supplies will be removed and replaced
- Documentation of review will occur monthly



3.3.14 Health Care Services Support

Pharmaceuticals

The new Wellpath contract with CorrectRx will provide additional savings to the WVRJ.

Wellpath understands this requirement and will comply. Wellpath will continue to provide pharmaceutical services through CorrectRx Pharmacy Services, in accordance with all applicable laws, guidelines, policies and procedures, and accepted community standards. CorrectRx maintains all pharmaceutical licenses in accordance with state and federal regulations.

Our pharmaceutical management program includes formulary and non-formulary oversight; prescribing, filling, and administering of medications; record keeping; appropriate licensure; DEA management; and the secure and proper storage of all medications. WVRJ will continue to pay for certain medications, including those for TB and HIV.

Wellpath will continue to provide the necessary staff and supplies to provide on-site care and treatment of the inmate population, including but not limited to pharmaceutical, laboratory, radiology, dental, and other medical supplies. We have par level ordering guidelines and will continue to order the supplies necessary to ensure the provision of proper care at the WVRJ facilities.

Pharmacy Services

The Contractor shall ensure the management of onsite pharmacy services sufficient to meet the needs of the inmate populations assigned to WVRJ. At present, an off-site Contractor contracted by Correct Care Solutions supplies medications which are delivered to WVRJ six days a week basis. WVRJ through this RFP, will establish a contract for the supply of all pharmaceuticals. The Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.

Wellpath understands this requirement and will comply. We will continue to supply medications to WVRJ six days per week and will continue to comply with all state and federal laws, regulations and guidelines. We utilize local backup pharmacy services through CVS Salem to provide dispensing during evening and weekend hours, with a local L/R P, as needed. Wellpath will provide a daily delivery report to the WVRJ in the format requested.

Pharmacy Consultant and Inspections

A consultant pharmacist utilized through the WVRJ established pharmacy contract shall conduct inspections on a monthly basis of the contract. The Contractor shall cooperate with the contract pharmacy during these inspections. The Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

Wellpath understands this requirement and will comply. CorrectRx sets the standard for pharmaceutical quality assurance and error prevention. Their clinical pharmacists screen for interactions, allergies, and other potential issues such as non-formulary medications that may need to be addressed with on-site staff prior to dispensing the order.

To ensure safe and therapeutic medication administration, CorrectRx clinical pharmacists thoroughly screen each patient's complete computerized medication profile prior to filling any order. CorrectRx also



contacts the facility prior to filling prescriptions for expensive medications so on-site staff can consider alternatives or request a smaller supply if a patient is scheduled for release.

Prior to dispensing, the pharmacists check orders for the following:

- Duplicate therapy from medications in the same therapeutic class
- Medication interactions and incompatibilities (including drug-drug, drug-order, and drug-age interactions)
- Excessive/sub-therapeutic dosages
- Appropriateness of medication therapy
- Medications refilled too soon, based on facility-specific established parameters
- Medications ordered past the designated stop date
- Clinical abuse or misuse
- Medications that are to be administered as DOT only
- Medications that are to be administered from stock only

CorrectRx alerts health care providers *before* dispensing a prescription should there be any medication orders with an inappropriate strength, duplicate orders with existing medications on a patient profile, potential drug-drug interactions deemed to be clinically significant and medically justifiable, and any medication that triggers a documented allergy in their pharmacy system.

Commonly Used Medications

The Contractor shall establish a stock supply of commonly used medications (over-the-counter, legend and controlled substances) for administration to inmates prior to receipt of their actual patient-specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. These stock medications shall be determined by the Medical Director and Director of Nursing with the approval of WVRJ (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure that no medications are being diverted.

Wellpath understands this requirement and will comply. Wellpath has a protocol to provide OTC medications to inmates upon consultation with the site Medical Director and WVRJ. When inmates have non-prescription medications available outside of health services, the items and access to them are approved jointly by the Wellpath Medical Director and WVRJ. These items are reviewed annually.

Stock Medications

This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the Medical Director.

Wellpath understands this requirement and will comply. Wellpath will only use in-house stock medications as appropriate and as allowable within state guidelines. We have an established approved list of on-site stock medication for STAT dose capability and for use as a starter dose and for emergencies. For certain medical conditions, as determined by the licensed health care practitioner, medication must be administered as quickly as possible. Such medications are taken from stock supplies to start the recommended treatment regimen without having to wait for the inmate-specific package to



be delivered. When the supply of medication arrives from the pharmacy, subsequent doses are taken from the inmate's individual supply.

Emergency medications not found in the emergency medication kit or the starter packs and unavailable from CorrectRx in sufficient time are provided in a minimum quantity by a backup pharmacy. Wellpath will continually evaluate which medications need to be added to the emergency stock supply list to help minimize future emergency orders.

CorrectRx realizes that receiving emergency medications in a timely fashion is important, and they do everything in their power to expedite processing, filling, and delivery. They also realize that emergencies are costly in terms of the patient's well-being and the expense of providing emergency care.

Consequently, the Wellpath Medical Director will continue to collaborate with CorrectRx to determine which medications need to be added to the emergency stock supply list to help minimize future emergency orders. Emergency medications not found in the emergency medication kit or the starter packs and unavailable from CorrectRx in sufficient time will be provided in a minimum quantity by a backup pharmacy.

Formulary

The Contractor shall establish a formulary in conjunction with the contract pharmacy and WVRJ. This formulary must be current with community standards of practice within managed care environments.

Wellpath understands this requirement and will comply. Wellpath uses an established formulary to manage pharmaceutical costs for WVRJ. The Wellpath formulary is continually reviewed and modified as needed through addenda and memoranda to reflect any changes to the paper copy or electronic format.

Immediate changes, with the approval of the Wellpath Medical Director and the County, are incorporated with the release of new medications, when clinical information identifies previously unknown safety concerns, and when generic products become available.

Over-the-Counter Medications

Wellpath provides OTC medications to inmates upon consultation with the site Medical Director, Dr. MacDonald, and WVRJ. When inmates have non-prescription medications available outside of health services, the items and access to them will be approved jointly by the site Medical Director and WVRJ. These items will be reviewed annually.

Formulary Exceptions

As part of the receiving screening process, Wellpath staff attempt to obtain treatment information from community providers and verify medications to facilitate continuity of care. During the receiving screening, Wellpath staff ask each inmate about preferred providers and medical, dental, or mental health treatment in progress. They also ask the inmate to complete a Release of Information (ROI) in order to request and obtain medical and/or mental health information. The ROI also allows Wellpath staff to begin the medication verification process.



Medications that are verified are reviewed by a prescribing clinician and continued as clinically indicated. If the medication verified is not considered a formulary medication, the medication order is bridged for up to 30 days to ensure no break in care while allowing time for a clinician to review the clinical necessity of the medication.

If a non-formulary medication is to be continued after the initial bridge order, the prescribing clinician requests continuation of the medication (to include a brief clinical rationale for the medication) through the Wellpath Non-Formulary Medication Request process. These requests are reviewed daily by the Regional Medical Director. The site HSA is notified if a non-formulary medication is ordered without the appropriate use of a non-formulary request form.

Given the nature of detention facilities as short-stay facilities, verified medications (whether formulary or not) are typically continued throughout the duration of an individual's placement unless they report side effects, have a poor response to the regimen, or a different medication is considered more clinically appropriate for the individual's current symptom constellation.

Pharmacy and Therapeutics Committee

The Contractor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting with the WVRJ established pharmacy to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations.

Wellpath understands this requirement and will comply. Wellpath will maintain the Pharmacy and Therapeutics (P&T) Committee to monitor pharmaceutical processes and utilization practices. The P&T Committee is responsible for managing the formulary and helps balance efficacy, safety, and cost of certain medications by requiring prior approval. The Wellpath Medical Director chairs the P&T Committee, which meets quarterly. Copies of P&T Committee meeting minutes and related reports are provided to the WVRJ.

Medication Administration and Distribution

Medications are to be administered to the inmate population by nursing personnel or for unique requirements may be Keep on Person (KOP) by the inmates depending upon the medications involved and the assigned housing unit.

Wellpath understands this requirement and will comply. Medications are passed by CMTs and LPNs at 0700, 1500, and 1900 using three medication carts.

Wellpath will continue to provide pharmacy services seven days a week, with scheduled shipment of medications six days a week and local backup pharmacy services available on Sundays, holidays, and in urgent or emergent situations. All prescription orders will be logged in the patient's medical record.

The Wellpath Keep-On-Person (KOP) program allows patients to have immediate access to necessary medications in the event of an urgent medical need; it also typically reduces the amount of health care professional time devoted to medication administration. Wellpath has established a KOP program intended to assist in educating inmates about their medications and to promote inmate responsibility for their own continuing state of health.

Western Virginia Regional Jail offers a wide variety of over the counter medications through the commissary program. Due to the availability of these medications the Keep On Person medication program is limited in scope. Certain patients that have high risk asthma, and are capable of



appropriately using an inhaler, are allowed to keep certain inhalers on their person. Beyond limited inhalers, any medication that the provider feels should be kept on a patient's person are reviewed by jail administration and a decision is collaboratively made that meets the needs of the patient and maintains the safety and security of the facility.

KOP medications are limited to those that may be safely self-administered with the proper education, such as inhalers or nitroglycerine. The list of allowed KOP medications is subject to approval by facility administration. Inmates are only given KOP medications if they need immediate access to them at all times based on their chronic care treatment plan (e.g., inhalers for those with severe COPD or severe, persistent asthma).

Inmates are instructed regarding the use of the KOP medication and must sign an informed consent statement acknowledging that the medication is only to be used as clinically directed, must be kept on person at all times, and must be presented for inspection to any officer or health care employee who requests to see it. Inmates found to be using KOP medications improperly or abusing the privilege may have their KOP privileges limited or rescinded, based on a physician's review.

Disposal and Destruction of Medications

The Contractor shall coordinate with the contacted pharmacy to establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications.

Wellpath understands this requirement and will comply. Medications that cannot be returned to CorrectRx (e.g., non-unit-dose medications, medications refused by the inmate, and/or medications left by inmates upon discharge) are destroyed. Wellpath will continue to make every reasonable accommodation to minimize the amount of pharmaceuticals that must be destroyed. Regular audits are conducted to remove discontinued or expired medications.

Wellpath will continue to dispose of pharmaceutical waste in compliance with federal, state, and local laws and regulations. The HSA is responsible for overseeing, monitoring, and ensuring compliance with the pharmaceutical waste disposal policy.

Wellpath staff place pharmaceutical waste inside of an approved collection container as soon as is practically possible from the time the medication becomes waste and will fill out the appropriate disposal form. Wellpath ensures the availability of RX Destroyer products for these purposes. The RX Destroyer container is locked in the medication room cabinet.

Wellpath staff ensures that pharmaceutical waste is kept in a secure location and, if controlled, is counted until disposal. All controlled substances are retained in a double-locked area with restricted access and continued counts at each shift until they can be destroyed by authorized individuals. This is tracked in the controlled substances log book.





Safety of Storage

The Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc.

Wellpath understands this requirement and will comply. Medications and pharmaceutical supplies are stored in a secure, locked area, to be determined in consultation with WVRJ. Bulk supplies are kept separate and inventoried weekly and when accessed. Records are maintained to ensure adequate control.

Wellpath staff will continue to be responsible for ensuring that all medications are kept secure. The medication room and all cabinets are locked at all times when health care staff are not present. No inmate will have access to any medication other than those administered by a qualified staff member.

Sharps Management and Inventory

All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock.

Wellpath understands this requirement and will comply. During orientation, each employee is instructed on how to handle sharp instruments, utensils, and supplies. Needles, syringes, and other high-risk items are stored in locked areas and signed out when they are in use; they are never left unsecured when not in use. Sharps are inventoried at each change of shift, and each employee are responsible for ensuring that the sharps count is correct.

Employees are instructed to never take the word of co-workers when conducting sharps counts. Used sharps are considered biomedical waste, and will continued to be discarded directly into leak-proof, puncture resistant containers that have been designed for this purpose.

Example of a Sharps Inventory Sheet

Date	Patient Name	Nurse Signature	Time	Insulin Syringe	TB Syringe	21g Butterfly	23g Butterfly	21g Vacudraw	22g Vacudraw	18g Intracath	20g Intracath	22g Intracath	24g Intracath	Huber Needle	3cc syringe 25g X 5/8"	3cc syringe 22g X 1-1/2"	18g 1" Needle	20g 1" Needle	23g 1" Needle	Razors	#10 Scalpel	#11 Scalpel	#12 Scalpel	Suture Removal Kit	Staple Removal Kit

Intake Medications

The Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed.

Wellpath understands this requirement and will comply. Wellpath has an established policy for handling medications that enter into the WVRJ with inmates upon intake. If utilized in any way for that specific individual inmate, a Wellpath nurse verifies that the medication received is the medication described/prescribed. Wellpath makes every effort to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, Wellpath seizes these



medications during intake and stores them in a secure area until they are picked up by family or destroyed.

Inmates arriving at intake who are currently on psychoactive drugs are continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. Wellpath completes a non-formulary request in the event of the intake continuation of a verified community prescription that is not on the current formulary.

Order Procedures

The Contractor shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation.

Wellpath understands this requirement and will comply. Wellpath will continue to ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation. Wellpath understands that protocols for legend drugs to be administered by nursing personnel are acceptable and may require a telephone order by a licensed provider. Wellpath will continue to ensure that all telephone or verbal orders are countersigned within the time allotted by law within the Commonwealth of Virginia.

Dispensing Guidelines

Given the short length of stay in general, it is preferred that the Contractor not dispense more than a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with that process.

Wellpath understands this requirement and will comply. Wellpath will continue to dispense medications using blister pack packaging except during specific cases where liquid medication is ordered by the Medical Director.

CorrectRx will alert health care providers *before* dispensing a prescription should there be any medication orders with an inappropriate strength, duplicate orders with existing medications on a patient profile, potential drug-drug interactions deemed to be clinically significant and medically justifiable, and any medication that triggers a documented allergy in their pharmacy system.

Discharge Medications

The Contractor shall establish a policy and procedure for the management of legend medications upon inmate discharge. If the Contractor is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be given at least a fourteen day supply upon release to ensure continuity for follow-up care.

Wellpath understands this requirement and will comply. When an inmate is discharged from the Jail, Wellpath will assist in creating discharge plans that detail the needed post-release care. We will medically clear inmates for discharge and secure a medical necessity form signed by the practitioner for any discharge medications. Within 48 hours of notification of an inmate's pending release into the community, Wellpath staff will perform a discharge screening to determine the need for post-release medications and medical assistance. Wellpath will make post-release referrals as necessary for continuing care. If immediate post-release care is needed, Wellpath will continue to coordinate with the



WVRJ to secure post-release placement. We will also assess the need for medical assistance, and will assist with the completion of necessary paperwork.

Working in conjunction with an agency called InMedRx, Wellpath has developed a method for providing discharge medications that can be implemented at the WVRJ. Inmates in need of discharge medications will be given a prescription and a pharmacy card, specific to their individual medications and for one-time use only. The InMedRx card allows filling of up to a 30-day prescription at any pharmacy, increasing the number of patients who are able to obtain discharge medications and improving continuity of care. Wellpath will provide a prescription card for all inmates in need of discharge medications, including those in need of psychotropic medications. When a prescription is filled, Wellpath will absorb the costs, which will be included in the pricing for our Wellpath pharmacy program.

Order Automation

If at all possible, the Contractor shall automate the process for ordering medications, noting by nursing and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary but the goal is to minimize the amount of work by nursing staff required to process the order to the pharmacy.

Wellpath understands this requirement and will comply. Wellpath will continue to use the current process for ordering medications, which minimizes the amount of work by nursing staff required to process the order to the pharmacy.

Health care staff order medications electronically or by phone/fax using the CorrectRx toll-free number 24/7/365. When the need arises for an emergency prescription, health care staff can easily fax or electronically submit the prescription. Upon order receipt, CorrectRx will contact the backup pharmacy and arrange for the emergency prescription.

Nonprescription Medication

When nonprescription medications are available outside of health services, the items, and access, are approved jointly by the facility administrator and the health authority. The items and access are reviewed annually by the health authority and administration. A limited amount of nonprescription medications are currently available to inmates through the inmate commissary.

Wellpath understands this requirement and will comply. Wellpath is aware WVRJ offers a wide variety of OTC medications through their commissary program, and Wellpath has established a protocol to provide OTC medications to inmates upon consultation with the site Medical Director and WVRJ. When inmates have non-prescription medications available outside of health services, the items and access to them will be approved jointly by the Wellpath Medical Director and WVRJ. These items will be reviewed annually.

Wellpath provides OTC medications to inmates upon consultation with the site Medical Director, Dr. MacDonald, and WVRJ.



3.3.15 Office Furnishings and Medical Equipment

Office furnishings and medical equipment are as listed in Figure 2 – Office Furnishings and Medical Equipment, owned by WVRJ, will be available for use by the contractor

Wellpath understands this requirement and will comply. Wellpath will purchase any new or additional office furnishings and medical equipment at our expense. Maintenance, disposal, removal, and repair of all equipment will continue to be Wellpath's responsibility.

3.3.16 Supplies

The Contractor shall provide, at the Contractor's own expense, all supplies required to perform under this contract.

Wellpath understands this requirement and will comply. As the current provider of healthcare services to the WVRJ, Wellpath already has all of the necessary equipment and supplies in place to conduct operations. Wellpath understands that the jail will continue to provide basic examination space, related utilities and local telephone service, and existing medical equipment.

Wellpath will continue to provide all medical, dental and mental health supplies, and office equipment (to include computer, fax, copier, etc. required to support the scope of work). Wellpath ensures that all equipment and instruments are maintained and operated following all federal and state laws and any regulatory agency. Wellpath will continue to be responsible for the maintenance of all existing equipment.

3.3.17 Medical and Diagnostic Services

Laboratory Services



The Contractor shall ensure the availability of laboratory, x-ray and EKG diagnostic services on-site within the facilities.

Wellpath understands this requirement and will comply. As your current provider, Wellpath will continue to provide on-site laboratory services through our national contract with Laboratory Corporation of America (LabCorp). With more than 35 years of experience serving physicians and their patients, LabCorp operates a sophisticated laboratory network, performing more than one million tests on more than 370,000 specimens each day.

The laboratory program for the WVRJ includes necessary supplies and a dedicated printer, timely pickup and delivery, and accurate reporting within 24 hours on most labs. Wellpath ensures that all qualified health care personnel are trained in the collection and preparation of laboratory specimens. The majority of all phlebotomy and lab services are processed on site, including but not limited to:

- Dipstick urinalysis
- Finger-stick blood glucose
- Pregnancy testing
- Stool blood testing



A medical provider reviews and signs off on all laboratory results, which are reported via a dedicated printer. If test results indicate a critical value, the provider also receives an alert via telephone. All laboratory results are reviewed within 24-48 hours (72 hours for weekends and holidays); the provider is notified immediately to review all STAT lab reports and any abnormal test results. Where preliminary results are available, they will also be presented for medical review.

The laboratory program for the WVRJ complies with all standards set forth by the American College of Pathology and all Commonwealth of Virginia requirements for medical pathology, specimen handling, testing, and reporting. On-site services are performed in accordance with the Clinical Laboratories Inspection Act (CLIA) and comply with the Clinical Laboratory Improvement Amendments of 1988.

Wellpath trains all on-site staff on our laboratory policies and provides a diagnostic procedure manual that includes reporting on STAT and critical values. All diagnostic laboratory reports and any resulting plans for follow-up care are made part of the patient's medical record.

STAT labs are provided through Solstas Lab Partners.

Dialysis Services

The contractor is responsible for providing inmates with necessary hemodialysis services as ordered by the site primary care physician and/or medical director. The contractor must provide dialysis services preferably on or off-site to make sure all inmates are receiving the required services without interruption.

Wellpath understands this requirement and will comply. Wellpath will continue to provide on-site dialysis services and peritoneal dialysis at the WVRJ. We work with Fresenius Dialysis to provide a full-range of on-site hemodialysis services. Fresenius specializes in providing dialysis services to correctional institutions. By incorporating the Fresenius contracted nephrologists, nurses, dialysis technicians, biomedical technicians, and administrative support into our team, Wellpath provides the most comprehensive dialysis solution for WVRJ.

On-site services include initial assessment, individualized care plans, and monthly follow-ups. Individualized care plans are based on an evaluation of the nature of the inmate's illness and the treatment modality prescribed. These care plans address each patient's physical, medical, dietary, psychological, functional, and rehabilitation needs. Inmates undergoing dialysis receive education to help them understand all aspects of their treatment. Wellpath ensures that dialysis services are documented in the patient's medical record.

Treatment frequency and length is based on physician orders for each individual patient.



Sample Renal Dialysis Patient Care Plan

Multi-Disciplinary Plan of Care		____ New patient ____ Re-evaluation
Unit: _____	Date: _____	
Patient Name: _____	DOC# _____	
Dialysis Prescription:		
Hemodialysis	Tx/Wk: _____	Td: _____
Dialysate:	K+: _____	Ca: _____
	Heparin bolus: _____	Maintenance: _____
	Dry weight: _____	
HD Adequacy		
KDOQI Guideline:	URR >65	Current: _____ Last: _____
	KT/V 1.2	Current: _____ Last: _____
Goal Met: Yes _____ No _____		
See POC elements for specific Goal, Assessment, Intervention and Education		
BP and Fluids:		
Average/Normal Post BP: _____		
Average/Normal IDW: _____		
BP and Fluids		
KDOQI Guideline:	Post BP: 135/85	
	IDW: <3 Kg	Goal Met: Yes _____ No _____
See POC elements for specific Goal, Assessment, Intervention and Education		
Anemia:		
ESA:		
Drug: _____	Dose: _____	Frequency: _____
Iron therapy:		
Drug: _____	Dose: _____	Frequency: _____
Current Hgb: _____	Ferritin: _____	Tsat: _____
Last Hgb: _____	Ferritin: _____	Tsat: _____
ESA and Iron Management:		
KDOQI Guideline:	Hgb >10	Ferritin >200
		Tsat >20
Goal Met: Yes _____ No _____		
See POC elements for specific Goal, Assessment, Intervention and Education		
Nutritional Status:		
Current: Alb: _____	Ca: _____	Phos: _____
Last: Alb: _____	Ca: _____	Phos: _____
	PTH: _____	K+ _____
	PTH: _____	K+ _____
Nutritional Status and Renal Bone Disease:		
KDOQI Guideline:	Alb. >4.0	Ca <10.2
	Phos 3.5-5.5	PTH 150-300
	K+ <6.0	
Nutritional Status Goal Met: Yes _____ No _____		
Bone Disease Goal Met: Yes _____ No _____		
See POC elements for specific Goal, Assessment, Intervention and Education		



Phlebotomy

Nursing staff shall be trained in phlebotomy services. The contractor shall provide one (1) FTE Certified Medical Assistant (CMA) at WVRJ to be designated as responsible overall for phlebotomy and lab services.

Wellpath understands this requirement and will comply. Wellpath nursing staff are trained in phlebotomy services. Needles and syringes are stocked and maintained for lab use; secured and double-locked; and stock supplies are counted weekly.

Wellpath staff complete laboratory testing. Lab services are provided by a fully licensed nurse and through LabCorp. The majority of all phlebotomy and lab services will be processed on site, including but not limited to:

- Dipstick urinalysis
- Finger-stick blood glucose
- Pregnancy testing
- Stool blood testing

Radiology and EKG Services

EKG services shall be provided on-site within the WVRJ. EKG services shall include EKG machines, supplies, actual tracings/strips, and the immediate reporting of results with board-certified cardiologist over read.

Wellpath understands this requirement and will comply. Wellpath will continue to authorize, schedule, and coordinate necessary EKG services. Health care staff will make referrals for diagnostic services and prioritize tasks for appointment scheduling through the Wellpath Care Management system. Wellpath will provide the necessary follow-up care for health problems identified by any health screenings or diagnostic tests.

Wellpath identified MMDS Mobile X-Ray as the most cost-effective and comprehensive radiology program in consultation with WVRJ. Wellpath works with MMDS and WVRJ to maintain a routine schedule for on-site radiology services, including:

- Mobile X-ray services
- Ultrasounds
- Sonograms
- Doppler studies
- Holter monitor studies

Results can be received electronically, via fax, or manually on paper. Wellpath will continue to maintain a log to document the type and number of X-rays completed and the results received. Medical personnel review the log on a daily basis to determine if any test results are outstanding. This process ensures that test results are reported in a timely manner.

All X-rays and radiology special studies are read by a board-certified radiologist, who provides a typed and/or automated report within 24 hours. The radiologist calls the institution if a report necessitates immediate intervention. The Wellpath Medical Director or mid-level designee is notified of all abnormal radiology results and reviews, initials, and dates all X-ray reports within five working days.



Wellpath documents and stores digital images and radiology reports in the patient's electronic medical record. The Medical Director or mid-level designee meets with the patient to discuss their results and establish a plan of care as appropriate. Any follow-up with the patient is noted in the medical record.

Wellpath also collaborates with Carilion Orthopedics and Carilion Obstetrics to accept our imaging for all orthopedic follow up, provide glucose challenge testing for pregnant patients, and OB ultrasounds. This further reduces the appointment load on security by on average seven (7) appointments per month.

Other Speciality Services

Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the Contractor. The Contractor shall negotiate these agreements to ensure that diagnostic services are available within the general proximity of the WVRJ.

Wellpath understands and will comply. Wellpath will continue to ensure appropriate and timely access to specialty care, and will schedule referrals for specialty care providers according to clinical priority. We strive to ensure that specialty services with urgent priorities occur as quickly as possible - within seven (7) days of referral; routine specialty services occur as soon as possible - within 30 days of referral. If services do not occur within this timeframe, the medical practitioner will re-evaluate the patient to determine and document the level of need.

Wellpath staff will continue to schedule appointments for specialty services through our powerful Care Management system, which allows us to track and prioritize specialty appointments to ensure they take place within the required timeframe. In the event that a patient requires specialty services that cannot be provided on site, Wellpath will authorize, schedule, and coordinate the provision of such services with local providers.

Ancillary Services Quality Improvement

Quality improvement initiatives may include lab, EKG, and x-ray on occasion and the Contractor may be required to obtain multiple specimens and send them out to various locations for results or interpretation as a quality assurance measure. Any such quality improvement shall be the responsibility of the Contractor.

Wellpath understands this requirement and will comply. The laboratory program for the WVRJ will continue to comply with all standards set forth by the American College of Pathology and all Virginia State requirements for medical pathology, specimen handling, testing, and reporting. On-site services will be performed in accordance with the Clinical Laboratories Inspection Act (CLIA) and will comply with the Clinical Laboratory Improvement Amendments of 1988.

Wellpath will train all on-site staff on our laboratory policies and provides a diagnostic procedure manual that includes reporting on STAT and critical values. All diagnostic laboratory reports and any resulting plans for follow-up care will be made part of the patient's medical record.



3.3.18 Hospital and Specialized Ambulatory Care

The Contractor shall establish agreements with individual specialists and sub specialists willing to assume the responsibility for ongoing care or with a specialty multi-physician group practice for specialty outpatient services. The Contractor shall establish a working relationship and/or agreement with at least one area hospital in order to coordinate care for hospitalized inmates.

Wellpath understands this requirement and will comply.

Off-Site Services

Wellpath understands our role as a steward of the taxpayers' dollars, and we are dedicated to reducing unnecessary costs associated with off-site care. We provide as many on-site medical services as possible in order to limit the number of patients who must be transported off-site, while ensuring that inmates receive medically necessary health care services in the most appropriate setting. We will continue to make every effort to have the specialists see inmates and provide care at the WVRJ.

Wellpath will continue to identify the need, schedule, and coordinate all non-emergency medical care rendered to inmates inside or outside the WVRJ. In the event that a patient requires laboratory, X-ray, or other diagnostic services that cannot be provided on-site, Wellpath will authorize, schedule, and coordinate the provision of all outpatient services, including MRI, CT scan, ultrasound, etc.

In the event that on-site care is not possible, we coordinate all off-premises referrals with the WVRJ Security to ensure appropriate scheduling of transportation and security coverage. All routine off-site procedures are scheduled during normal business hours, Monday through Friday. Emergency off-site services will continue to be available and coordinated 24 hours per day, seven (7) days per week, and 365 days per year. Every effort is made to maintain off-site services within the jurisdiction of the WVRJ.

Specialty Clinics

Wellpath evaluates statistics regarding off-site specialists and determines what services could be more cost effectively provided on-site. Services brought on-site typically result in cost savings for the WVRJ as a result of clinic (rather than per patient) rates and decreased officer transportation expenditures, including security. We will continue to analyze utilization statistics and continuously evaluate the potential benefits of each of the following on-site clinics and will implement them as appropriate:

- OB/GYN
- Ophthalmology
- Orthopedics
- Cardiology
- Physical Therapy
- Dermatology
- ENT
- Gastroenterology
- Neurology
- General Surgery
- Urology
- Other services as needed

Wellpath makes arrangements with these specialists for the treatment of patients with health care problems beyond the scope of primary care provided on-site. Contracts for these services are maintained in a file on-site within the WVRJ and these files are available to WVRJ upon request.



Emergency Services

The Wellpath program for WVRJ includes medical personnel on-site 24/7 to manage urgent and emergent issues. Wellpath staff will continue follow WVRJ policy and procedures regarding emergency transportation for care that cannot be managed on-site. Unless within the best judgment of nursing personnel there is a 911 emergency, the decision to transfer an inmate to an inpatient facility is made only upon consultation with the Wellpath Medical Director, or his designee. The Wellpath Medical Director, Psychiatrist, and HSA are on call 24/7. Wellpath conducts a retrospective review of all off-site emergency transfers.

Wellpath provides on-site triage and administers first aid or emergency care on the premises of any WVRJ facility to any inmate, visitor or WVRJ employee as needed to stabilize, assess, and make any referrals or transfers to medical facilities, as deemed necessary. Our healthcare team documents any incidents and submits documentation to the WVRJ Administration. Staff on duty have access to names and contact information for employees who are on-call at all times, as well as procedures for arranging emergency ambulance transportation.

Wellpath documents and tracks all emergency medical requests from initial receipt to final disposition utilizing the Wellpath Care Management system. All information is documented in the inmate's electronic medical record.

Wellpath can provide customized monthly reports of emergency room visits, with data including each patient's name and identification number, the date of emergency service, the patient's disposition, and the emergency treatment received.

Hospitalization

Wellpath will continue to coordinate inpatient care with Carilion Roanoke Memorial Hospital, when an acute care setting is deemed necessary or in emergency situations. Wellpath will provide the Jail Administrator or designee with a daily inpatient report, which can be accessed directly through the Wellpath Care Management system. We will communicate frequently with the WVRJ to provide the most complete evaluation and treatment of your patient population.

In the event that a patient requires hospitalization, Wellpath will continue to authorize, schedule, and coordinate the provision of all inpatient services. Any hospitalizations will be authorized by the Wellpath Medical Director. Wellpath staff will make referrals for inpatient care through the Wellpath Care Management system, which also contains information on payment responsibility for inpatient treatment costs. If a patient has third-party insurance or other payment options available, Wellpath notifies the hospital of the appropriate agency to invoice.



Utilization Management

The Contractor shall ensure that utilization management (UM) is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee shall be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director shall be aware of each individual's hospital status as well.

Wellpath understands this requirement and will comply. Wellpath uses an established review process to ensure that off-site referrals are medically necessary, that the length of stay is medically indicated, and that payments made are appropriate. We will continue to coordinate, validate, and track off-site care and invoicing through the Care Management system, which generates reports that allow us to analyze the utilization of off-site services on behalf of our clients.

Wellpath uses this data to assess the need for additional on-site and off-site services, as well as the potential impact that systems such as telemedicine may have. We continuously evaluate both the number of cases as well as the costs associated with transporting inmates in determining which clinics are held on site. Constant evaluation of specialty services ensures the most cost-effective solution for clinics.

Our objective for WVRJ is to address all possible areas of economy without sacrificing quality. Wellpath demonstrates value through our cost saving initiatives, timely reporting, and overall improved quality of people, programs, and processes. By applying our Savings through Value-Added Efficiency (SAVE) initiative, Wellpath continually reviews best practices to share success with WVRJ.

Three areas of significant cost in any program are goods and services, staffing, and off-site trips for care. Wellpath generates efficiencies and savings in these areas through contract negotiations with providers, staffing level management, and utilization management. ***Our relationship with WVRJ has resulted in reduced off-site trips and associated costs.*** Our site leadership provides effective utilization management that allows more patients to be managed on site. They also ensure adherence to the Wellpath formulary, which keeps pharmacy costs down.

Wellpath forms successful partnerships that help our clients contain costs and improve the quality of health care in correctional facilities throughout the country. Our passion for doing things the right way has led to phenomenal success not only in the quality of our care programs, but also in cost containment for our clients. By reviewing the specifics of each client's inmate health care needs and maximizing facility and staff capabilities, we create efficiencies and cost savings. We have provided just a few examples of our proven success for your consideration.

"I, my Chief Deputy and my Jail Commander all feel fully justified in our trust and confidence in Wellpath. That trust and confidence is based upon a working partnership that prioritizes quality care, and keen attention to financial detail."

Sheriff John R. Layton
Marion County (Indianapolis), IN



Wellpath Cost Containment Success Stories

Davidson County, Sheriff's Office (TN)	With The Wellpath Care Management system in place, the Davidson County Sheriff's Office saw their off-site trips cut in half within the first six months of our contract implementation, resulting not only in reduced hospital and community provider costs, but also in reduced transportation costs and officer overtime.
Wayne County (MI)	During the first year of our management fee contract in Wayne County (Detroit), Wellpath saved the County \$1.7 million dollars in total direct expenses compared to their budgeted costs. One significant area where we contained costs was in off-site expenses, saving the County 15% off its off-site budget. Wellpath saved the County nearly \$1 million in budgeted operating expenses for 2018.
Will County Sheriff's Office (IL)	Wellpath made a positive impact on the County's bottom line with efficient staffing adjustments immediately following our transition. We saved over \$120,000 in staffing costs after our first 90 days on the contract, savings which we reimbursed directly to the client. Wellpath operating efficiencies have resulted in the refund of budgeted dollars to the County for each year of the contract. After year three, Wellpath was under the off-site Cap by \$1.4 million, which we refunded to the County.
Mecklenburg County Sheriff's Office (NC)	During the course of our partnership, Wellpath has reviewed and updated staffing based on facility openings and closings, security input, decreased ADP, and the development of new programs. We estimate that this has saved our client in excess of \$1.5 million dollars during the past four years. Wellpath also implemented a successful telepsychiatry program, as well as an on-site infirmary that has created a significant reduction in hospital days.
Durham County Health Dept. (NC)	Wellpath helped stabilize health care costs in Durham County by reducing off-site trips and thereby overall program costs. We brought more services on site by expanding nursing services and opening an infirmary, significantly decreasing off-site trips and hospital stays. Wellpath was also able to improve by 50% the discount the County had with the local hospital provider. Overall, Wellpath has reduced the County's per inmate per day costs below what they were paying previously, and they have stayed that way under Wellpath management.
Lexington County Sheriff's Dept. (SC)	Upon transition of services in Lexington County, Wellpath implemented an ongoing quality improvement study regarding off-site emergency transports and evaluated each case for efficacy of care provided on site. In just three months, we dramatically decreased the number of emergency trips while ensuring total accountability regarding efficacy of care.

Wellpath Cost Containment Success Stories

Oakland County Sheriff's Office (MI)	During the first year of our Management Fee contract in Oakland County, Wellpath saved the County over \$1 million in total direct expenses compared to their budgeted costs. One significant area where Wellpath saved the County money was off-site expenses, where we saved the County 40% of its off-site budget. Wellpath also saved the County 25% of its Direct Expenses budget during the first year. Wellpath has stabilized staffing and significantly reduced the jail's turnover rate. We also reduced outside dental appointments by over 80% by performing routine extractions on site (which the previous dentist referred to outside providers).
Mahoning County Sheriff's Office (OH)	Wellpath has significantly reduced pharmacy costs through our partnership with the Ohio Department of Health, which allows us to obtain HIV medications through state funding. We are able to manage most health care needs on site through effective management of the Justice Center's infirmary, which reduces the need for off-site trips. Wellpath has also made improvements in staffing coverage and retention. We are proud to say that 100% of all positions in the staffing plan are filled with permanent employees, and four of the on-site nurses have more than 10 years of correctional service.

Subcontractor Payment Timelines

The Contractor shall carry out payments to hospitals, physician groups and other subcontractors within a reasonable time, generally within 30 days of billing.

Wellpath understands this requirement and will comply. Wellpath will continue to make payments to subcontractors, hospitals, and physician groups within 30 days of billing.

3.3.19 Translation/Interpretation Services

The Contractor shall provide Translation/Interpretation services through the use of Contractor's staff or through commercially available sources as necessary to meet the medical needs of the inmate population. The Contractor shall bear the cost of such services. The Contractor shall not use other inmates for translation.

Wellpath understands this requirement and will comply. Wellpath has an agreement with LanguageLine Solutions to aid in the provision of services for limited- or non-English speaking and culturally diverse patients. LanguageLine provides over-the-phone interpretation and document translation services for more than 240 languages.

Wellpath personnel receive training on working with LanguageLine and assisting limited- and non-English speaking patients, and are provided with lanyard cards so they have access to the contact information at all times.





LanguageLine supports risk management initiatives to protect the confidentiality and security of patient information, strengthening meaningful access and regulatory compliance in the delivery of vital services to meet these requirements:

- Affordable Care Act, Section 1557 (ACA)
- Americans with Disabilities Act (ADA)
- Centers for Medicare & Medicaid Services (CMS)
- Fraud, Waste and Abuse (FWA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Protected Health Information (PHI)
- The Joint Commission
- Title VI of the Civil Rights Act of 1964 (Title VI)

3.3.20 Inmate Care and Treatment

Receiving Health Screening

The Contractor shall provide qualified health staff to provide 24-hour per day, 7-day per week health care staff coverage in the intake/admissions area to complete receiving health screening on all new inmate arrivals including intra-system transfer inmates. Contractors' staffing proposals should address potential needs for increased intake staff during times of peak workload in the admissions area.

Wellpath understands this requirement and will comply. Wellpath will continue to work with the WVRJ to ensure adequate staff will be available in the admissions area during times of peak admittances.

Wellpath intake screenings emphasize the identification, referral, and treatment of inmates with acute and chronic health care conditions, including behavioral health disorders, suicide risk identification, detoxification, and dental issues, as well as inmates who require medication, isolation, or close observation. Intake and subsequent admissions screenings will continue to be conducted in accordance with NCCHC, ACA, and VADOC standards and will comply with all federal and state laws as well as the operating procedures of the WVRJ.

Wellpath understands the importance of maintaining a timely and proper admissions process. The current Wellpath staffing plan includes a Registered Nurse (RN) staffing (Monday through Friday: 24/7/365) for intake medical and mental health screenings. The Intake Screenings occur following an inmate's processing by correctional staff and prior to the inmate being sent to the appropriate housing area. Please see the Wellpath proposed staffing in **Section 3.1.5**.

In addition to basic medical questions, the Wellpath program will continue to train both medical and correctional staff so they are prepared to ask about and be alert for inmates who are at risk of self-harming behavior or who are in need of emergent mental health care. Wellpath has developed a comprehensive suicide risk identification and reduction program that is a mandatory part of the Wellpath new employee orientation. We have shared this program with the WVRJ and will continue to assist with training for corrections personnel. The Wellpath suicide risk and reduction program has been incorporated into the WVRJ policies and procedures.



Wellpath recommends housing the inmate in an area appropriate for his or her medical status. All inmates are transferred to general population unless their medical or mental health condition precludes housing them in general population.

Wellpath obtains a Release of Medical Records from any inmate with a history of serious healthcare conditions, including mental illness, those undergoing treatment, or currently prescribed medications. Wellpath faxes Consents for Release of Information to providers and pharmacies within 24 hours, in order to expedite the receipt of healthcare information. Copies of both forms and received information are included in the inmate's specific electronic medical record.

Tuberculosis Screening

Wellpath plants a PPD on all inmates at intake.

Receiving Screenings and Documentation

Wellpath strongly believes that early identification of problems using a systematic intake evaluation prevents many more serious and costly problems from developing at a later date. Wellpath will continue to utilize established physician-approved Receiving Screening forms and Intake Nursing Interventions to guide the assessment, treatment, and referral process of inmates admitted with healthcare needs.

Screening documentation includes referral to qualified medical personnel for emergency medical treatment and/or assessment, as appropriate.

Receiving Screening and Intake Nursing Interventions

Wellpath medical personnel use the Intake Nursing Interventions to gather disease-specific health information in order to formulate a consistent plan of care. Intake Nursing Interventions include, but are not limited to:

- Diabetes
- Amenorrhea
- Asthma/COPD
- Cardiovascular
- Alcohol Withdrawal
- Opiate Withdrawal
- Medical Devices
- Hemophilia
- Hepatitis or Jaundice
- Hypertension
- Hypoglycemia
- Seizures
- Sickle Cell
- Wound Care

If the screener determines that an incoming inmate may be in need of urgent or emergency health care services, and the need for care exceeds the scope of services provided on-site, the screener refers the patient to the local emergency room or approved hospital.

Wellpath will continue to perform Quality Improvement reviews on all admission deferrals, as well as utilization review on all emergency room and hospital-direct admissions/pre-booking injuries/illnesses, to ensure that inmates return to the WVRJ as soon as is clinically indicated. All procedures are conducted in accordance with the most current industry guidelines and federal, state, and local directives.



Suicide Prevention Screening

Wellpath recognizes the importance of an integrated approach to mental and behavioral health care that includes, at its heart, a solid suicide prevention program. There are periods of time during incarceration that pose a higher risk of suicide, such as (i) within the first 48 hours of incarceration, (ii) following the imposition of a major sentence, (iii) after learning of a significant loss, or (iv) during withdrawal from alcohol and/or drugs. We believe that suicide risk can be significantly reduced through proper screening, training, management, follow-up and treatment.

Wellpath employs a no tolerance policy when it comes to suicidal threats or gestures; all threats and behaviors are taken seriously and acted upon without delay. Wellpath utilizes best practices and continuously reviews the available literature to maximize the effectiveness of the suicide prevention training we provide to update our policies and modify our procedures.

Effective mental health screening of all intakes is a critical piece of any Suicide Prevention Program. Positive screens, defined as those that reflect acute symptoms of mental illness or an ideation of danger to self or others, trigger an immediate referral to Wellpath mental health staff. Those inmates with a history of mental illness or mental health treatment, who are not in an acute state, will trigger a referral to the Wellpath mental health staff based on the categories of Urgent or Routine follow-up as documented on the Staff Referral form.

Intake Contents

Receiving screenings and 14-day health assessments are conducted at intake in accordance with NCCHC and ACA standards, as well as the operating procedures of the WVRJ, and include:

Inquiry into current illnesses, health problems, and conditions:

- Illnesses and special health needs, including allergies
- Current medications
- History of hospitalization
- Dental conditions or complaints
- History of tuberculosis or other infectious diseases (or symptoms such as persistent cough, shortness of breath, loss of appetite, fatigue, coughing up blood, night sweats, or unexplained weight loss)
- Medical dietary needs
- Drug and alcohol use, including types, methods, date and time of last use, problems associated with ceasing use, and history of substance abuse treatment
- Tobacco use
- For women, current or recent pregnancy, birth control use, date of last menstrual cycle, current gynecological problems, and methadone use
- Any current pain
- Notation of personal physician and any medical risks



Visual observation of inmate:

- Abnormal appearance (e.g., sweating, tremors, anxious, disheveled, signs of trauma or abuse)
- Restricted or compromised movement (e.g., body deformities, physical abnormality, unsteady gait, cast or splint)
- Abnormal breathing or persistent cough
- Skin conditions, including obvious lesions or wounds, lice, jaundice, rash, bruises, edema, scars, tattoos, and needle marks
- Characteristics of being at risk for victimization (e.g., age, small build, femininity, first-time offender, passive or timid appearance)

Testing and initial assessments:

- Recording of vital signs
- Oral screening
- Initial mental health screening
- STD testing for syphilis, gonorrhea, chlamydia, and HIV as indicated
- Pregnancy testing for female inmates as indicated

Mental health screening:

- History of or present suicidal and/or self-destructive behavior or thoughts
- Mental health problems, including suicidal ideation and psychosis
- Current psychotropic medication use
- History of hospitalization and/or outpatient mental health treatment
- Current mental health status

Information sharing and education:

- Explain right to health care and how to access medical, dental, and mental health services during incarceration
- PREA screening and education regarding sexual assault
- Inform the inmate of the grievance process
- Oral health and hygiene education
- Information on how to access medical, dental, and mental health services, provided both verbally and in writing in a language that the inmate understands
- Documentation of informed consent

Verification and referrals:

- Verification of current medications in a timely manner (a clinician may be notified to assess the patient's need for any non-formulary medications, which may be provided for up to 30 days until an expedited physical can occur)
- Verification of medically necessary special diets
- Current health insurance coverage, if any
- Referral for mental health evaluation as indicated



- Referral for emergency, specialty, or dental care as indicated
- Referral for placement/housing, including general population, medical observation, mental health lockdown, suicide watch, etc.
- For inmates with physical handicaps or disabilities, the responsible physician will determine the need for any medical treatment

Wellpath staff will notify correctional staff of any inmates requiring extraordinary oversight, treatment, or management, or those with critical conditions, including but not limited to:

- Need of emergency room referral
- Urgent need for medication
- Suicidal thoughts or behavior
- Potential for detox/withdrawal
- Diabetes
- Heart conditions
- Seizures
- New or recent injuries
- Mental conditions or personality disorders (potential for violence)
- Any contagious illness or disease that would be considered an immediate threat to the inmate population or detention staff
- Any other issues deemed urgent or emergent

Intake Emergency Needs

Intake health care staff shall be oriented to the process for accessing immediate urgent intervention on-site with the jail physician or off-site to a local emergency department if necessary. The intake health care staff shall have the ability to determine whether a situation is emergent (off-site) or urgent (on-site).

Wellpath understands this requirement and will comply. Wellpath will continue to provide qualified health care personnel to perform a receiving (intake) screening on all inmates upon their arrival at the intake facility to ensure that emergent and urgent health needs are met in accordance with NCCHC standards and requirements of the WVRJ.

Disposition

The intake health care staff shall also note patient disposition – whether the inmate is held in booking, returned to a housing unit, referral for urgent Physician/NP/PA intervention, or referral off-site for emergency treatment. Documentation on the intake receiving screening shall be recorded on a screening form approved by the health authority and shall be thorough, comprehensive, legible, and include signature and date of the health care staff.

Wellpath understands this requirement and will comply.



Isolation Option

The intake health care staff, in consultation with the jail physician, may immediately place the inmate in isolation if the receiving screening indicates potential symptoms for tuberculosis such as fatigue, weight loss, night sweats, coughing, etc. Hospitalization may be the preferable alternative, however. An inmate who is identified as symptomatic upon intake and not sent to the hospital shall be placed in isolation while a PPD is planted and read and sputums, specimens, and smears are obtained. The inmate may only be released from isolation when the inmate is medically cleared by a physician as non-infectious. If the inmate is released from custody while in isolation pending outcome of the tuberculosis testing, the inmate shall be referred to an appropriate local hospital as determined through communication with WVRJ and/or State Health Department.

Wellpath understands this requirement and will comply. Wellpath intake screenings emphasize the identification, referral, and treatment of inmates with acute and chronic health care conditions, including behavioral health disorders, suicide risk identification, detoxification, and dental issues, as well as inmates who require medication, isolation, or close observation. If isolated, an inmate is only released from isolation when medically cleared by a physician as non-infectious.

PPD Testing

TB screening of inmates shall be carried out at intake by health care staff through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation and the on-call physician shall be contacted immediately for orders.

Wellpath understands this requirement and will comply. PPDs are planted during the 14-day assessment during intake. Federal detainees receive a Mantoux skin test or a chest radiograph at admission and appropriate documentation is provided to the U.S. Marshal Service or U.S. Immigration and Customs Enforcement (ICE) as appropriate.

Wellness Rounds

Nursing staff shall make rounds every four (4) hours within the Admissions and intake area. It is imperative that the area be monitored closely for any crisis situations.

Wellpath understands this requirement and will comply. We will continue to have nursing staff make wellness rounds every four hours in the admissions and intake area.

3.3.21 Transferring Inmates

Wellpath understands this requirement and will comply. A complete legible copy of the applicable medical record accompanies each inmate who transfers between WVRJ and another location for off-site services or to another institution.

3.3.22 Information on Health Services

The Contractor shall establish written information on how to access health services and on medical grievance procedures to be given out to incoming inmates during admission. This information shall be available both in English and in Spanish.

Wellpath understands this requirement and will comply. We will continue to provide inmates with written information on accessing medical health services and medical grievance procedures. Wellpath has implemented a Sick Call Form tracking system that is consistent with NCCHC, ACA, and VADOC standards and recommendations. Information on how to access medical, dental, and mental health



services, provided both verbally and in writing in a language that the inmate understands. Wellpath assigns Sick Call tasks within the framework of Wellpath's Care Management system for ease and consistency in tracking and assurance of completion. All Sick Call forms and corresponding treatment notes are incorporated into the inmate's electronic medical record.

3.3.23 Health Assessment / Appraisal

The Contractor shall complete a full health assessment/history and physical examination within the first 14 calendar days of an inmate's arrival at WVRJ.²⁷ The history and physical need not occur immediately following admission, except for those inmates referred for chronic illness, but must be completed by the end of a two-week period. Priority for health assessment shall be given to those identified during the intake booking process to have chronic or infectious illness or other more urgent medical needs, and those with medications upon admission.

Wellpath understands this requirement and will comply. Wellpath will continue to complete a comprehensive health appraisal for each inmate in accordance with NCCHC and VADOC standards. A Wellpath RN completes the health assessments on all WVRJ inmates prior to their being in custody for 14 calendar days, typically during intake, per WVRJ policy. Wellpath conduct health assessments within the 14-day period required by the NCCHC. Inmates with urgent health issues will receive a health assessment within 24 hours; emergent health issues will be managed immediately. The health assessment physical examination includes, but is not limited to:

- A review of the receiving screening/intake forms and results
- Review of health history and any additional data needed to complete the standard health history
- Recording of vital signs, i.e., height, weight, pulse, blood pressure, temperature, pulse oximetry, etc.
- Mental health appraisal
- Dental screening
- The collection of additional health data to complete the medical, dental, mental health and immunization histories
- A physical examination (including breast, rectal, and testicular exams as indicated by the patient's gender, age, and risk factors)
- For female inmates, inquiry into menstrual cycle and unusual bleeding, current use of contraceptives and medications, breast masses and nipple discharge, and pregnancy tests will be conducted
- Vision screening and hearing screening
- Other tests and examinations as required or clinically indicated (diagnostic panel, urinalysis, EKG, etc.)
- The initiation of therapy and immunizations as indicated
- Any court-ordered testing or mandates with appropriate records and interpretations sent to the requesting agency
- Date and time of the health assessment will be recorded
- Title and signature of the individual performing the assessment

A Wellpath physician reviews, signs, and dates the assessment findings, which are then entered into the inmate's electronic medical record. Health assessments conducted by a Registered Nurse are reviewed



and signed by the Physician to verify that appropriate dispositions have occurred. Wellpath staff record the number of inmates who refuse physicals, as well as the reasons for refusal.

Data Collection and Recording

Wellpath understands this requirement and will comply. The qualified health care professional (QHCP) conducting the health assessment will continue to record findings on a CorEMR form approved by WVRJ, which will also include the individual's title and electronic signature, as well as the date and time of the assessment. The health assessment will be included in the inmate's permanent health record; health assessments are documented electronically.

Health Assessment Components

Licensed and credentialed nurses or physicians shall conduct health assessments. Any inmate with medication continued during the intake process shall be evaluated fully by the provider as to the need for the medication on a continuing basis and the exact medication to utilize, i.e. continue the prior medication if non-formulary or convert to a formulary medication if therapeutic efficacy is demonstrable. The provider shall order laboratory tests for diagnostic purposes as indicated and the provider must sign off on all labs ordered.

Wellpath understands this requirement and will comply. A physician, a mid-level provider, or a properly trained Registered Nurse (RN) conduct the health assessment in accordance with local regulations. Prior to performing health assessments, RNs must complete physical exam training provided or approved by the responsible physician or designee. The RN must pass a written test and successfully demonstrate an exam for the physician, who will sign off on the RN's competency to complete the task. The training is documented in the RN's training record and is repeated annually.

Physician Review of Lab Findings

All lab results, in general, must be signed and dated by a physician to indicate review of the findings. This sign-off shall occur within a reasonable time to ensure that documents are available to be filed in the medical record promptly. Abnormal results that are of concern to the physician shall receive appropriate follow-up and the patient shall be informed. Minor abnormalities in lab findings remain the discretion of the physician regarding the need for further diagnostic work-up.

Wellpath understands this requirement and will comply. A Wellpath physician will continue to review, sign, and date any assessments completed by RNs and any abnormal assessments completed by the mid-level provider. Any abnormal results of the health assessment will be reviewed by a physician or mid-level provider for appropriate disposition.

STD Testing

Contractor will comply with State of Virginia reporting requirements. Routine diagnostic testing for sexually transmitted diseases is not generally available within the jail setting unless the individual exhibits signs and symptoms of a communicable disease. This information may be uncovered during the receiving or transfer screening, during medical examination or through the sick call process. Any individual identified with a sexually transmitted disease such as syphilis, gonorrhea, or chlamydia, shall be treated immediately to ensure treatment prior to release. Screening for HIV, Hepatitis B or Hepatitis C shall be based on symptom description rather than routine lab testing for these illnesses. Individuals who seek testing shall be tested. All HIV testing is on a volunteer basis unless court ordered.

Wellpath understands this requirement and will comply. Wellpath will continue to complete routine diagnostic testing for sexually transmitted diseases when an inmate individual exhibits signs and



symptoms of a communicable disease. Patients identified with a sexually transmitted disease such as syphilis, gonorrhea, or chlamydia, are treated immediately to ensure treatment prior to release. Screening for HIV, Hepatitis B or Hepatitis C is completed if a patient is symptomatic, or at a patient's request.

Forensic Testing

Health services staff that have a patient provider relationship shall not carry out court-ordered forensic testing or specimen collection. Individuals with no treatment responsibility, such as a medical assistant or phlebotomist, may be utilized; however, the preference is that no on-site health care staff participates in the process of forensic specimen collection, including HIV, DNA, blood for paternity determination, etc. Rather, outside providers from WVRJ or from an outside contracted lab shall obtain such specimens.

Wellpath understands this requirement and will comply. Wellpath is responsible for the cost of toxicology screens for inmates suspected of overdose for diagnostic or treatment reasons.

Immunizations

Immunizations, as indicated by provider order, shall be carried out in conjunction with ongoing inmate health care. It is the responsibility of the provider to determine need for immunizations.

Wellpath understands this requirement and will comply. Wellpath will continue to provide immunizations as ordered by the medical staff. We will continue to provide flu vaccinations based on clinical priority.

Readmission Assessment Criteria

Regardless of the number of admissions, the intake screening and initial H & P shall be completed by health care staff upon each admission.

Wellpath understands this requirement and will comply. Regardless of the number of admissions, the intake screening and initial H & P shall be completed by health care staff upon each admission.

Periodic Health Appraisal

Although most inmates' length of stay is of a short duration, some individuals may remain in custody a year or more. In such cases, the Medical Director shall establish a policy and procedure for routine periodic physical exams for health maintenance consistent with NCCHC, ACA, and professional standards whichever is sooner.

Wellpath understands this requirement and will comply. Wellpath will continue to provide health maintenance examinations for inmates who will be under the custody of the WVRJ for prolonged period of time in order to manage any existing conditions and identify any new conditions or illnesses that may develop. This managed care approach allows us to keep down costs for medical services while improving the overall health of our patients.

A Qualified Health Care Professional (QHCP) performs an annual health assessment, including tuberculosis testing (PPD), for all inmates remaining at the WVRJ for one (1) year, and a log is maintained of annual PPDs and their results. This annual examination occurs as close as possible to the 365th day of detention, and does not exceed 14 days from the 365th day of incarceration.



3.3.24 Non-Emergency Medical Requests

The Contractor shall establish a system to respond to inmate requests for medical, dental, or mental health service. Individuals shall be seen by the appropriate level of health care team member for medical requests within the timeframe prescribed by NCCHC, VDOC, and ACA whichever is sooner.

Inmate Requests

Inmate Requests, (commonly referred to as Kites), are readily available to inmates in their housing units and are used by inmates to express their needs and concerns to correctional staff, including the medical department. Inmates complete a paper inmate request for health services.

Wellpath understands this requirement and will comply. Wellpath will continue to make paper Health Service Request forms (HSR) readily available. A responsible Nursing Triage/Sick Call program is one of several critical operating systems designed to adequately and expeditiously care for patients with onset of acute or semi-chronic symptoms, other than those requiring emergency care.

During the intake screening process, Wellpath advises all inmates of their right to access care and the process for requesting health care services. Inmates have immediate access to sick call request forms that meet all standards and guidelines. Detention staff can also make referrals if they have concerns for the health status of an inmate. Should the need arise outside the scheduled sick call, inmates who require urgent or emergent medical attention are seen on the same day they request such services.

Sick call triage is conducted by a Wellpath Registered Nurse (RN) and/or Licensed Practical Nurse (LPN), three times a day, seven (7) days a week, including holidays. Timely sick call triage is conducted within 24 hours of request and access to Physician sick call consultation is provided, as appropriate. The Wellpath site Medical Director determines the appropriate triage mechanism to be utilized for specific categories of complaints. Emergency sick call is available 24 hours per day.

Patients in segregation are seen at cell side or they are brought to the clinic depending on security's discretion.

3.3.25 Sick Call

Actual sick call encounters shall be conducted by nursing or physician staffing for medical complaints, nursing or dental staff for dental complaints and a QMHP for mental health issues. Nurse sick call shall be available on-site daily including weekends and holidays. Physician sick call shall be conducted not less than five days per week at the WVRJ. The Contractor will be responsible for tracking, monitoring and reporting on the status of request.

Medical exams and procedures shall be carried out in an appropriate clinical environment and not in open areas, hallways, or corridors where privacy is lacking and confidentiality is at risk. Exam and treatment rooms shall be properly equipped with an exam table, mayo stand, gooseneck lamp, oto/ophthalmoscope, thermometer, blood pressure cuff and stethoscope and scale.

Wellpath understands this requirement and will comply. Wellpath allocates sufficient health care staff for the sick call process to allow all inmates to be seen in a timely manner in accordance with NCCHC, ACA, and VADOC standards. All health services will continue to be provided in a manner that complies with state and federal privacy mandates. Wellpath maintains a record of segregation rounds, and clinical encounters are noted in the patient's electronic medical record.



Wellpath will conduct regularly scheduled nurse sick call clinics seven (7) days per week in accordance with the 2018 NCCHC standard for daily Nurse Sick Call (RN). The hours will be at the discretion of the Medical Department, in conjunction with WVRJ Security Services.

If a nurse determines that the inmate medical condition requires attention from a Provider, the nurse refers the patient to an appropriate clinician in accordance with the following timeline:

- Immediate referral for emergent and urgent issues
- No more than ten (10) business days for routine matters

All sick call services are conducted under the supervision of the on-site Medical Director. The on-site Medical Director is on-call seven (7) days per week, 24 hours per day (24/7) for urgent issues and on-call consultations.

Wellpath tracks all Sick Call Requests and scheduling utilizing the CorEMR Electronic Medical Record system. Sick Call Requests completed by inmates are routed to the Medical Unit staff responsible for scheduling. The staff use the “Task” function of the CorEMR system to triage and schedule necessary appointments. Following scheduling, the Sick Call Request and all corresponding treatment notes are incorporated into the inmate’s electronic medical record.

Segregation Unit Sick Call

Wellpath is well aware that inmates confined to any form of segregation housing present unique challenges to a correctional facility, and that every effort must be made to ensure the safety and security of this special population. Wellpath is well versed in accommodating this population based on applicable national standards and various facility policy and procedures. Our approach to managing this population is simple and briefly described as follows:

- A Nurse makes sick call rounds daily through all segregation units (administrative, disciplinary, medical, protective custody) to assess the inmate’s condition and determine if medical services are required.
- Segregation rounds and clinical encounters are fully documented in a segregation log and in the inmate’s electronic medical record.
- Inmates housed in segregation are afforded the same access to medical services as other inmates housed in the general population of the WVRJ.
- Wellpath will continue to work in conjunction with WVRJ security and either see patients in segregation cell side or in the clinic at the recommendation of WVRJ.

Wellpath staff also perform a medical chart review on any inmate prior to that inmate being placed in segregation to ensure there are no acute medical problems that would prohibit safe confinement.



Nursing Pathways

Wellpath nurses use nursing assessment protocols, known as “Nursing Pathways,” to deliver care. These pathways were developed by our Deputy Chief Clinical Officer to assist nurses with diagnoses and to ensure consistency of care. In its simplest form, a Nursing Pathway is a decision-tree process for nurses to follow. By using these pathways, Wellpath nurses can ensure consistency of care, improve ease of training, and maximize practitioners’ time. All Nursing Pathways and assessment protocols are included in the Wellpath Policies and Procedures Manual, which has been customized for the WVRJ.

Triage

If the inmate is seen by a nurse at a sick call visit and the nurse determines that the individual needs to see a higher level of medical professional, the inmate shall be scheduled for a physician visit. Non-emergent physician appointments shall be scheduled for the physician’s next available appointment time, normally within two business days.

Wellpath understands this requirement and will comply. Following the triage of sick call requests, patients receive a face-to-face consultation at the next scheduled nurse sick call, which takes place seven days per week. Should the need arise outside the scheduled sick call, patients who require urgent or emergent medical attention are seen on the same day they request such services.

At the time of triage, the nurse initiates referrals for patients in need of consultation with the medical provider. If multiple areas of interest (i.e., medical, dental, and/or mental health) are requested, additional referrals are sent to the area of request. The nurse documents the area of interest on the request form and signs, dates, and times the form.

Provider Clinics

Patients referred for provider consultation are seen during the next scheduled provider clinic. Provider clinics are conducted by a physician or mid-level provider and scheduled with a frequency and duration sufficient to meet the health needs of the patient population (currently five days per week). A physician or mid-level provider is also available on call 24/7 for emergencies.

During the provider sick call clinic, the physician or mid-level provider assesses the patient and provides the appropriate treatment and follow-up. Wellpath clinicians use evidence-based practices to make clinical decisions regarding patient treatment, and also receive training from the Wellpath Clinical Department on clinical decision making in the correctional environment. Additionally, Wellpath has developed Clinical Monographs that represent best practices our clinicians should use when treating both episodic and chronic medical needs.

Female Health Program

Wellpath understands the special health care needs of female inmates, and we have established a program at the WVRJ that addresses these needs in accordance with NCCHC, ACA, and VADOC standards. All medical staff working with the female population are familiar with the specialized aspects of care required. The Wellpath Female Health Program is comprised of the following elements:

- The intake process includes questions on known pregnancy, menstrual cycle, past pregnancies and gynecological problems and a pregnancy test
- Dietary and special housing requirements for known-pregnant inmates



- Daily count of known-pregnant inmates in the facility
- Sexually-transmitted disease screening
- On-site prenatal care with provisions for diet and vitamins
- Management of chemically dependent pregnant inmates, including education
- Postpartum care with provisions for lactation, monitoring of postpartum depression, and education
- Access to obstetrical and gynecological specialists
- Health education on issues specific to the female population
- Continuation of contraceptive medication as medically necessary

Prenatal Care

Pregnant inmates will continue to receive timely and appropriate prenatal care, specialized obstetrical services, and postpartum care when indicated. Wellpath will continue to partner with Carilion Roanoke Memorial Hospital for urgent or emergent obstetrical services. Upon determining that an inmate is pregnant, Wellpath staff will ensure that proper care is provided while housed at WVRJ. Prenatal care includes:

- Pregnancy testing
- Medical examinations
- Comprehensive counseling and assistance, as appropriate
- Laboratory and diagnostic tests, as appropriate
- Dietary supplements
- Observation for signs of toxemia
- Routine urine testing for proteins and ketones
- Routine and high-risk care
- Vital signs
- Counseling on appropriate levels of activity, safety precautions, and nutritional guidance
- Management of chemical dependencies

High-risk pregnancies will be consistently monitored while maintained at WVRJ.

3.3.26 Special Needs Program

Many inmates have special health care needs requiring ongoing medical supervision and/or multidisciplinary care. Wellpath has established a Special Needs Program at the WVRJ focused on the identification, referral, and treatment of inmates with special needs, including chronic conditions (e.g., diabetes, hypertension, asthma, seizures, etc.) and communicable diseases (e.g., HIV, tuberculosis, etc.). Our continued focus on the identification, referral, and treatment of inmates with chronic conditions allows us to manage our patients' needs before they escalate and require off-site consultation, or result in grievances or litigation.

Wellpath considers any patient with long-term health care needs related to chronic conditions or acute medical and/or mental health problems to be a special needs patient. Special needs patients include those that are mentally ill and/or developmentally disabled. It is our goal to provide special needs



patients with services that promote health maintenance and health improvement. The Wellpath Special Needs Program also emphasizes patient education to encourage compliance with treatment plans both during and following incarceration.

Special Needs Screening

Wellpath staff perform a special needs screening during the initial intake process and during the health assessment. The screening addresses housing, monitoring, and follow-up for special needs patients. The results of the special needs screening is documented on a Chronic Care Referral form in CorEMR, the patient's electronic medical record.

Wellpath staff receive focused training and guidance regarding appropriate interventions based on the special needs screening. If it is determined that an inmate requires ongoing care, Wellpath staff will make recommendations for specialty health care services, appropriate housing, work assignments, and program participation.

Patients with special needs may also be identified through self-report, during a provider encounter, or by correctional staff. Self-reported conditions will be entered in the patient's medical record and verified by the medical provider. Referrals from correctional staff will be managed in the same manner as if the report had been made directly to medical or mental health staff by the inmate.

Classification and Housing

Wellpath receiving screening guidelines address housing for inmates with special health care needs, those who require monitoring, and those who may be in danger of harming themselves or others. Wellpath staff will continue to make a recommendation for housing best equipped to meet the individual's special needs, and will inform correctional staff of inmates with special needs that affect classification and housing. In the event that an inmate requires enhanced monitoring, the HSA or Medical Director is contacted.

Individualized Treatment Plans

Wellpath health care staff coordinate with the site Medical Director to establish individualized treatment plans for special needs patients based on their medical history and physical examination findings. Special needs treatment plans act as a reference for health care personnel involved in the inmate's care by providing instructions regarding diagnostic and therapeutic interventions, special diets, pharmaceutical therapy, and patient education. They also include short- and long-term goals and the methods by which the goals will be pursued.

Special needs treatment plans include information regarding the patient's disposition, scheduled appointments, housing assignment, ability to function in general population, impact on programming, and frequency of follow-up indicated. We share these plans with the WVRJ as needed to facilitate



housing in the appropriate area of the jail and to ensure proper treatment of inmates with long-term and individualized health care needs.

Special needs patients are typically be reviewed by a mid-level provider or physician every 90 days, or at other intervals when medically indicated. This consultation is documented in the patient's medical record and contains the date and time of the consultation, the provider's name and title, and any new orders for the patient's treatment.

When feasible, treatment plans maintain connections between inmates and the community agencies that have been or will be serving them. Our company has a long history of establishing connections with local resources so there are providers ready and willing to accept patients from incarcerated settings.

Chronic Care Management

Wellpath will continue to provide a complete chronic disease management program in accordance with ACA and NCCHC standards. Our chronic disease management program is designed to reduce the frequency and severity of symptoms, prevent disease progression and complication, and foster improved function. Our multifaceted program includes clinical monographs, disease-specific guidelines, clinical decision support tools, and a clinical informatics platform to guide population-based interventions that are consistent with national clinical practice guidelines for common chronic diseases such as:

- Diabetes
- Hypertension
- Seizure disorders
- Sickle Cell Anemia
- Asthma/COPD
- Tuberculosis
- HIV
- Hepatitis C
- Renal disease and dialysis
- Substance abuse
- Mental illness
- Coronary artery disease
- Chronic (non-cancer) pain

Chronic Care Guidelines

Wellpath practitioners follow disease-specific, evidence-based clinical decision support protocols to ensure continuity of disease management at the initial and follow-up patient encounters. Practitioners also use a set of established Minimum Standards for Care of Chronic Disease, based on recommendations from professional organizations, to guide their treatment decisions.

Wellpath has developed Clinical Monographs that represent best practices our practitioners should use when treating specific conditions. The purpose of the Clinical Monographs is to reduce variability in the care provided to groups of patients with similar health care needs. Topics include:

- Asthma
- Benzodiazepine Use
- Cataracts
- Cirrhosis
- COPD
- Diabetes
- Kidney Disease
- Measles
- Seizures
- Sickle Cell Anemia
- Thyroid Disease



- Emergency Contraception
- GERD
- HIV
- Hyperlipidemia
- Hypertension
- Tuberculosis
- URI
- Withdrawal from Alcohol and Benzodiazepines
- Wound Closure

The Wellpath Continuous Quality Improvement Program (CQIP) includes CQI screens such as Continuity of Care – Chronic Disease, Patients with Special Health Needs, and Special Needs Treatment Planning to ensure that appropriate chronic care guidelines are followed at all Wellpath sites.

3.3.27 Emergency Services

The Contractor shall establish an emergency plan that provides 24-hour emergency medical, dental, and mental health services.

Wellpath understands this requirement and will comply. The Wellpath program for WVRJ includes medical personnel on-site 24/7 to manage urgent and emergent issues. Wellpath staff will continue follow WVRJ policy and procedures regarding emergency transportation for care that cannot be managed on-site. Unless within the best judgment of nursing personnel there is a 911 emergency, the decision to transfer an inmate to an inpatient facility is made only upon consultation with the Wellpath Medical Director, or his designee. The Wellpath Medical Director, Psychiatrist, and HSA are on call 24/7. Wellpath conducts a retrospective review of all off-site emergency transfers.

Wellpath provides on-site triage and administers first aid or emergency care on the premises of any WVRJ facility to any inmate, visitor or WVRJ employee as needed to stabilize, assess, and make any referrals or transfers to medical facilities, as deemed necessary. Our healthcare team documents any incidents and submits documentation to the WVRJ Administration. Staff on duty have access to names and contact information for employees who are on-call at all times, as well as procedures for arranging emergency ambulance transportation.

Wellpath documents and tracks all emergency medical requests from initial receipt to final disposition utilizing the Wellpath Care Management system. All information is documented in the inmate's electronic medical record.

Wellpath can provide customized monthly reports of emergency room visits, with data including each patient's name and identification number, the date of emergency service, the patient's disposition, and the emergency treatment received.

For additional detail please see **Section 3.3.8: Emergency Plan.**



Emergency Transportation

The Contractor shall establish agreements with local ambulance services to transport inmates to medical facilities for emergency treatment. The Contractor shall bear the cost of such emergency transportation.

Wellpath understands this requirement and will comply. Wellpath coordinates with security staff to arrange emergency transport and ambulance services when needed. Health care staff will continue to work cooperatively with corrections staff to ensure that transportation services are provided in a timely and safe manner. Wellpath will continue to coordinate with the WVRJ to arrange security for all off-site specialty care. Inmates are not be informed of scheduled appointment dates, times, or the location of outside providers.

Emergency Access to Medical Care

Routine orientation for security and health staff shall include the process for inmate access to emergency treatment during all hours of the day or night. Inmates shall be informed by the intake medical staff of the process for routine and emergency access to care when the inmates arrive at Admissions.

Wellpath understands this requirement and will comply.

3.3.28 Written and Verbal Clinician's Orders

Written, verbal or telephone orders may be initiated by a mid-level provider, physician, dentist or psychiatrist within the jail health services. Health care staff may only respond to a verbal or telephone order and shall not initiate orders.

Wellpath understands this requirement and will comply.

3.3.29 Referral Services

Inmates who need health care beyond the resources available in the facility, as determined by the responsible physician, are transferred under appropriate security provisions to a facility where such care is on call or available 24 hours per day.

Wellpath understands this requirement and will comply.

3.4 Mental Health Program

3.4.1 Mental Health Evaluation

Unless an emergent concern is identified during the receiving screening, inmates referred to the Mental Health Program will receive a complete evaluation by qualified mental health personnel within 24-72 hours of intake. If the evaluation indicates that ongoing evaluation and treatment are required, mental health personnel will establish a treatment plan, schedule the inmate's next session, and make the appropriate referral if a psychiatrist's services are required. Inmates currently prescribed psychotropic medications, those currently receiving mental health treatment, and those identified as having a history of mental illness or self-harm will be referred for care.

Treatment Plans

Once safety and stability issues have been addressed, the focus of the Mental Health Program can shift to treatment planning and programming designed to move beyond maintenance and address risk



factors for recidivism. In many instances, substance use disorders are highly correlated with a person's justice system involvement and must be treated if recidivism is to be lowered. Other key elements to address include cognitive thinking patterns that are supportive of criminal behavior, trauma histories, and lack of adequate community support (e.g., housing and other resources). Wellpath uses an individualized approach to treatment planning to ensure that each person's needs are addressed in the most effective manner possible during their incarceration. Treatment plans will include the care to be provided, the roles of the members of the treatment team, and discharge planning as needed. Proactive patient care in the correctional setting produces several long-term benefits, including:

- **Fostering patient trust:** Wellpath patients will feel important and heard. The Wellpath team provide care with the respect and understanding that these patients deserve. This includes knowledge of each patient's specific situation and needs, including communication with previous care providers as necessary to ensure the continuation of patient-specific treatment programs that provide the best possible care while fostering patient trust.
- **Reducing patient emergencies:** Wellpath understands our patients. We do not wait for an emergency to occur. Instead, we actively treat each patient to ensure that their needs are understood and met. Proactive treatment planning and care reduces emergencies that typically result from the provision of reactive patient care.
- **Identifying relevant trends:** Wellpath implemented CQI audits to evaluate our programs and to help us anticipate issues before they occur. We systematically review the quality of our mental health services throughout the year and take actions to improve processes and outcomes based on these reviews.
- **Improving the level of services being offered:** Wellpath works closely with WVRJ to develop site-specific improvements where possible.

3.4.2 Evaluation Priority

Wellpath will continue to have a mental health coordinator on-site Monday through Friday on the day shift. Wellpath gives treatment priority to patients with acute mental illness, those who have specific medication needs, or who have suicidal ideation. All other mental health evaluations will occur prior to the inmate being incarcerated for 14 days, in accordance with NCCHC guidelines.

3.4.3 Documentation Guidelines

Wellpath will continue to ensure that the mental health evaluation is documented and placed within the patient's CorEMR medical record. All mental health records and dental documentation are placed in the comprehensive medical record contained in CorEMR. The CorEMR record is the single repository for all documentation related to health or mental health care.

3.4.4 Crisis Intervention and Disposition

Wellpath plays an active role in managing mental health emergencies. Designated mental health housing will be used as a protective environment for inmates exhibiting behaviors that require close monitoring. Inmates demonstrating self-injurious behaviors and increased suicide risk will be placed on constant observation until a comprehensive mental health evaluation can be completed and an appropriate disposition determined. Upon notification that an inmate will be placed in segregation, a qualified healthcare professional conducts a chart review to ensure there is no contraindication to the placement. The chart review is documented. Inmates isolated for psychiatric purposes will be examined by the physician or designee within 48 hours after initial confinement.



Segregation and Monitoring

Mental health staff are notified when an inmate is placed in restrictive housing, and are available to participate in the ongoing monitoring of the inmate's progress. Segregation rounds are conducted by mental health staff weekly and by medical staff at least three times per week on a schedule agreed upon by Wellpath and the WVRJ. Wellpath maintains a record of segregation rounds, and clinical encounters are noted in the patient's health record. The psychiatrist or designee determines when an inmate can be returned to general population, with documentation in the patient's medical record regarding the decision. Mental health staff meet daily with security staff to share relevant information, to review that status of inmates on constant observation, and to make determinations regarding continued observation or return of the inmates to general population.

Involuntary Commitment

An essential component in the process of developing a care plan for inmates suffering from mental illness is determining proper placement. If an inmate with serious mental illness will not participate in treatment protocols, mental health staff will determine whether they are being housed appropriately. Consideration is given as to whether the patient needs to be monitored more closely and placed in alternative housing, when applicable. If the patient exhibits a grave disability that cannot be safely and appropriately managed in a specialized correctional environment, mental health and psychiatric staff, in consultation with the Wellpath Director of Psychiatric Services, will consider the need and appropriateness for pursuit of involuntary commitment proceedings and will work to facilitate proper placement.

3.4.5 Evaluation Components

Mental health evaluations follow current NCCHC Mental Health Standards for Mental Health Screenings and Evaluations and will include:

- History of inpatient and outpatient treatment
- Current psychotropic medication
- Suicidal risk, including history of suicidal behavior
- Drug and alcohol usage
- History of sexual offenses
- History of violent behavior
- History of victimization
- History of cerebral trauma or seizures
- Emotional response to incarceration
- Documentation of informed consent

3.4.6 Intellectual Functioning

If an inmate is identified as potentially cognitively disabled or developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, Wellpath refers the inmate to a mental health professional for assessment. If an inmate has difficulty in functioning within general population or may be victimized, Wellpath considers referring them for placement into special needs housing or mental health housing.



3.4.7 Mental Health Referrals

Mental health referrals can occur at any time during the inmate's incarceration. Wellpath mental health staff review and triage referrals daily and will respond to them in accordance with their clinical judgment, ACA, and NCCHC standards. Wellpath provides adequate staffing to allow for timely mental health evaluations so that inmates with mental health issues can be stabilized as quickly as possible and medications can be initiated. Urgent referrals are managed by mental health staff without delay, with follow-up by the Wellpath psychiatric provider as needed. Medical staff will address urgent referrals received after hours and contact the on-call psychiatrist as needed.

Crisis Management

Wellpath plays an active role in managing mental health emergencies. Inmates demonstrating self-injurious behaviors and increased suicide risk will be placed on constant observation until a comprehensive mental health evaluation can be completed and an appropriate disposition determined. Designated mental health housing is used as a protective environment for inmates exhibiting behaviors that require close monitoring.

When patients are in crisis, they will receive regular visits from mental health staff in order to provide support and evaluate their risk. Providing supportive and diagnostic services to inmates when they are in crisis will:

- Provide needed support to the patient
- Manage utilization of medical services (research has demonstrated that many people in crisis seek medical attention when their needs are more psychological) and provide a point of collaboration with the psychiatric provider if a medication adjustment or re-assessment is needed

Mental health staff will continue to perform scheduled rounds and evaluations when inmates are placed in observation or isolation. Inmates will be cleared from close observation and suicide watch only by qualified mental health professionals.

Mental health staff meet daily with correctional staff to share relevant information, to review the status of inmates on constant observation, and to make determinations regarding continued observation or return of inmates to general population. The psychiatrist or designee determines when an inmate can be returned to general population, with documentation in the patient's health record regarding the decision.

Placement and Housing

An essential component in the process of developing a care plan for inmates suffering from mental illness is determining proper placement. If an inmate with serious mental illness will not participate in treatment protocols, mental health staff will determine whether they are being housed appropriately.

Consideration will be given as to whether the patient needs to be monitored more closely and placed in alternative housing, when applicable. Wellpath staff will continue to screen all patients diagnosed with mental illness prior to their being placed in alternative housing to ensure the placement will not exacerbate their mental illness.



Involuntary Commitment

If a mental health patient exhibits a disability that cannot be safely and appropriately managed in a specialized correctional environment, mental health and psychiatric staff, in consultation with the Wellpath Director of Psychiatric Services, will consider the need and appropriateness for pursuit of involuntary commitment proceedings, and will work to facilitate proper placement.

Treatment Planning

Once safety and stability issues have been addressed, the focus of the Mental Health Program can shift to treatment planning and programming designed to move beyond maintenance and address risk factors for recidivism. Key elements to address include cognitive thinking patterns that are supportive of criminal behavior, trauma histories, and lack of adequate community support (e.g., housing and other resources).

Wellpath uses an individualized approach to treatment planning to ensure that each patient's needs are addressed in the most effective manner possible during their incarceration. Treatment plans will include the care to be provided, the roles of the members of the treatment team, and discharge planning as needed.

3.5 Dental Program

Wellpath will continue to provide an on-site dental program for the inmates of WVRJ, utilizing the services of Jack Allara, DDS, who is fully-licensed in the Commonwealth of Virginia, and in accordance with NCCHC, ACA, and VADOC standards. We take the dental needs of our patients very seriously, as dental health can have a serious impact on the overall physical health of a patient. Neglect of dental needs can lead to serious infection, affecting both the health of the patient and cost of treatment. All inmates of the WVRJ have access to 24/7 emergency dental services.

The program will continue to provide for basic dental services, including extractions and fillings; any unnecessary extractions will be avoided. Dental services focus on emergency intervention to eliminate pain, swelling, and infection, and to restore function regarding the ability to masticate sufficiently to eat without a specially-ground or pureed diet.

Dental Screening and Prioritization

Inmates receive a dental screening within 14 days of admission during the comprehensive health assessment. The dental screening includes:

- Prevention of dental disease and oral hygiene education
- Charting of decayed, missing, and filled teeth
- Taking dental history
- Keeping a dental record for each patient
- Dental specialist referrals, if needed
- Provision of all dental prosthetics and lab services as required
- Provision of maxillofacial surgery services when indicated



A qualified health professional, trained by the Dentist, performs the screening and instructs the inmate on maintaining proper dental hygiene. Inmates can also request dental services through the sick call process. The dentist evaluates the inmate's initial dental screening, assesses the severity of their specific complaint, determines the medical impact of the issue, and prioritizes and schedules treatment as needed. If it is determined that non-treatment would compromise the inmate's health, the appropriate dental services are provided as soon as possible. Inmates receive a dental examination by a dentist within 90 calendar days of admission. Those incarcerated for more than 12 months will receive a dental treatment plan, including X-rays.

Dental Treatment Priority

The Classification and Priority Treatment program is given priority scheduling to:

- Inmates who need emergency dental treatment, including but not limited to those with abscessed teeth, trauma, and facial swelling
- Inmates who have chronic medical conditions such as diabetes, heart conditions, or any condition that compromises their immune system
- Inmates who do not have sufficient teeth to masticate the food provided by the correctional facility

3.6 Assessment Protocols

Nursing Protocol Procedures

Wellpath nurses conduct sick call using Nursing Documentation Pathways (NDPs), which represent a standard of care to be provided to patients in a variety of situations. The NDPs were developed by Wellpath physicians to assist nurses with diagnoses and to ensure consistency of care.

The NDPs provide a ***consistent structure for patient care, justification for actions, and a set of interventions specific to the patient's presenting condition***. Their purpose is to provide facts and information regarding specific health conditions or complaints and, thereby, facilitate the nurse's ability to draw logical conclusions from observations, then provide appropriate intervention and follow-up for a particular health condition.

In its simplest form, a Nursing Documentation Pathway is a decision-tree process for nurses to follow, which also improves ease of training and ***maximizes practitioners' time***. All Wellpath nursing staff are trained in the use of the NDPs.

The Wellpath Nursing Documentation Pathways manual for WVRJ is subject to approval by WVRJ administration. The manual is reviewed annually by the site Medical Director and is updated as required by the Wellpath Nursing Department. As part of the annual review process, the HSA f instructs all nursing staff on revised NDPs as applicable.



Clinical Pathways

Wellpath has developed Clinical Monographs that represent best practices our practitioners should use when treating specific conditions. The purpose of the Clinical Monographs is to reduce variability in the care provided to groups of patients with similar health care needs. Topics include:

- Asthma
- Benzodiazepine Use
- Cataracts
- Cirrhosis
- COPD
- Diabetes
- Emergency Contraception
- GERD
- HIV
- Hyperlipidemia
- Hypertension
- Kidney Disease
- Measles
- Seizures
- Sickle Cell Anemia
- Thyroid Disease
- Tuberculosis
- URI
- Withdrawal from Alcohol and Benzodiazepines
- Wound Closure

Chronic Disease Monitoring

Wellpath practitioners follow disease-specific, evidence-based clinical decision support protocols to ensure continuity of disease management at the initial and follow-up patient encounters. Practitioners also use a set of established Minimum Standards for Care of Chronic Disease, based on recommendations from professional organizations, to guide their treatment decisions.

Wellpath has developed Clinical Monographs that represent best practices our practitioners should use when treating specific conditions. The purpose of the Clinical Monographs is to reduce variability in the care provided to groups of patients with similar health care needs.

Topics include:

- Asthma
- Benzodiazepine Use
- Cataracts
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- HIV
- Hyperlipidemia
- Hypertension
- Kidney Disease
- Measles
- Seizures
- Sickle Cell Anemia
- Thyroid Disease
- Tuberculosis
- URI
- Withdrawal from Alcohol and Benzodiazepines
- Wound Closure

The Wellpath Continuous Quality Improvement Program (CQIP) includes CQI screens such as Continuity of Care – Chronic Disease, Patients with Special Health Needs, and Special Needs Treatment Planning to ensure that appropriate chronic care guidelines are followed at all Wellpath sites.

Wellpath also offers access to UpToDate® Clinical Knowledgebase and Support Tools, an online medical resource for provider evidence-based clinical reference and patient education materials. UpToDate includes treatment recommendations based on the latest and best medical evidence. Recommendations are kept current as new studies are released and practices change.



Chronic Care Tracking

Wellpath will continue to track all patients with chronic illnesses on a chronic care roster and report these inmates to the facility administrators on a monthly basis. We maintain a list of chronic care patients that includes the date of intake, date referred to the chronic care program, date of most recent visit, and date of next scheduled visit. Medical Audit Committee (MAC) meetings include discussion of statistics such as number of patients by chronic care diagnosis and number of chronic care patients seen in the clinic by the providers.

3.6.1 Continuity of Care

Whenever possible, treatment plans maintain connections between inmates and the community agencies that have been or will be serving them. Our company has a long history of establishing connections with local resources so there are providers ready and willing to accept patients from incarcerated settings.

3.6.2 Health Evaluation of Inmates in Restricted Housing

Nursing Rounds: Routine Rounds in Segregation Areas

Wellpath nurses conduct routine rounds within the disciplinary or segregation areas daily in conjunction with medication administration. Wellpath documents all screening rounds in the inmate's medical record. Wellpath also documents all times when a patient is removed from a cell to examination and interview rooms to see Wellpath medical healthcare or mental health staff member.

Wellpath ensures all patients within segregation has the same access to health care as the general population and sick call is available on the same frequency.

Mental Health Rounds

A designated mental health professional conducts rounds in the disciplinary segregation areas weekly to make contact with inmates in this setting and to determine if any individuals are decompensating within the restrictive environment due to mental illness.

Inmates with serious mental illness who receive disciplinary action resulting in punitive segregation shall be assessed by a mental health professional as to the appropriateness of the placement timing given the mental condition of the inmate. This consultation is documented in the inmate medical record.

3.6.3 Health Education and Promotion

Wellpath will continue to provide health promotion services for all inmates, including health education, therapeutic diet (as indicated), physical activity, personal hygiene needs, and tobacco prevention. Most offenders are under our care for a limited time, so we focus on health education and discharge planning from Day One. Beginning at intake, ***Wellpath strives to make patients aware of ways to manage their conditions and access resources in the community upon release.***

Much of the incarcerated population suffers from poverty, homelessness, lack of health insurance, mental health issues, and ongoing substance abuse; these same groups are often the ones most in need of care.



Budget cuts to health and human services in many communities have made accessing necessary health care even harder for many of the underserved patients who need it most. We understand that we may be the only chance that some of our patients have to access quality medical and mental health services, and we take that responsibility seriously.

Our goal is to educate patients about all resources available to them to help meet the challenges faced in sustaining a healthy and crime-free lifestyle long after they have been released from custody. That is why we work hard to provide as many community resources as possible to enable discharged patients to continue their treatment plans, with the goal of enhancing their physical and mental health and ***reducing the likelihood of recidivism.***

Health Education

Wellpath emphasizes the importance of patient education at the WVRJ facilities and all of our client sites. It is imperative that inmates receive basic, and often critical, knowledge about common health care needs, issues, and diseases. Therefore, Wellpath staff provide inmates with complete education information upon orientation and admittance to the facility, and additional information during any health care encounter as determined by the provider in the course of his or her examination.

Wellpath will continue to provide a comprehensive health education program for WVRJ. We provide detailed information on health issues that assist inmates in self-care strategies, including but not limited to therapeutic diet, physical activity, personal hygiene, tobacco prevention, healthy lifestyle choices, getting better sleep, and ways to maintain optimal health. Health education can also be provided through group sessions when applicable for more widespread issues such as MRSA, smoking cessation, fitness, and the flu.

Inmates with chronic conditions such as asthma or diabetes receive additional health education stressing the importance of proper health management and nutrition. Wellpath staff educate inmates on their conditions, their role in the treatment plan, and the importance of adherence to the plan. Education also includes recommendations for lifestyle modifications and information regarding continuity of care upon release. The education is documented in the inmate's medical record.

Educational Materials

Wellpath provides patient health education through multiple means, including oral instructions at times of service delivery and written information through the use of brochures, pamphlets, orientation packets, and instructional posters. Educational materials are available in areas easily accessible to patients, including the medical unit.

In accordance with NCCHC and National Culturally and Linguistically Appropriate Services (CLAS) Standards, Wellpath provides all health information to patients both verbally and in writing in the patient's preferred language, when possible, or in a language that patient understands easily. All Wellpath forms and patient education materials are available in both English and Spanish, and can be translated into other languages as needed.

3.7 Special Needs and Services

Wellpath recognizes that many inmates have special health care needs requiring ongoing medical supervision and/or multidisciplinary care. We have established a Special Needs Program focused on the



identification, referral, and treatment of inmates with special needs, including chronic conditions (e.g., diabetes, hypertension, asthma, seizures, etc.) and communicable diseases (e.g., HIV, tuberculosis, etc.).

Open Communication

Wellpath will continue to ensure timely and accurate communication with jail staff regarding any inmate with special needs and the impact of those special conditions on admission to the jail, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. For information about the Wellpath Special Needs Program, please see **Section 3.3.26** of this proposal.

Case Conferences

Wellpath will continue to discuss special needs inmate cases at the weekly staff meeting to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging individual.

The Wellpath Whiteboard Method

Wellpath continually liaisons with WVRJ administration regarding all contract matters, including but not limited to project coordination, status meetings, and status reports. We have developed a “whiteboard method” for the management of health care services that we use at the jail. The Wellpath whiteboard method essentially maintains a real-time HSA Command Center that provides an interactive communication system for all stakeholders at the facility.

Wellpath staff are charged with advocating for our patients, executing policy and procedure, and representing our clients’ needs, while simultaneously weighing potential liability and risk to all involved. The whiteboard is a means of enhancing organization and streamlining information-sharing, with the provision of excellent patient care as the driving force.

The whiteboard method promotes the philosophy that every facet of our complex system is a known entity. The whiteboard is a reporting tool that demonstrates a global awareness of overall facility operations. It provides an accurate snapshot of the site’s responsibilities for that day, that month, and that year, from high-priority medical cases and infection control statistics to site expenditures and upcoming events.

The whiteboard is divided into categories that serve as the foundation of operational and clinical discussions that take place during daily morning briefings at our sites, which will include the Superintendent or his designee. This visual map serves as an outline that provides shape and structure to the focused review of salient topics.



<u>Pregnant</u> Doe, Jane - 5 mos	<u>Hospital</u>	<u>Screening Exceptions</u>	<u>On Call</u> Supervisor: Cassandra HCP: Stanton Mental Health: Patrick
<u>I-Pod</u> 1) Doe, John 2) name 3) name 4) name	<u>Appointments</u> 1/15/2017 Doe, Jane - OB/GYN	<u>CIWA</u> Doe, John	
	<u>Special Needs</u> Doe, John - Deaf	<u>COWS</u>	
	<u>Mental Health</u>	<u>Medical Alerts</u> Coumadin: Doe, John	
<u>Dayroom</u> Doe, John - m's Appendixectomy			

Whiteboard categories are site-specific and may include pregnant patients, inpatient status, appointments, medical housing, special needs housing, mental health housing, screening exceptions, withdrawal protocols, and/or high-acuity patients.

All teams are aware of the whiteboard's importance in guiding daily activities at the jail, and all staff participate in daily whiteboard meetings. Relevant data from daily briefings is translated onto the board by leaders who are assigned to update specific areas. Every employee is empowered to "own the board" since its contents include pertinent items communicated via email, in-person conversation, or reported in a log. There is no information sharing that is considered too small or insignificant.

Special Needs Treatment Plans

Wellpath staff coordinate with the Medical Director to establish individualized treatment plans for special needs patients based on their medical history and physical examination findings. Special needs treatment plans act as a reference for health care personnel involved in the inmate's care by providing instructions regarding diagnostic and therapeutic interventions, special diets, pharmaceutical therapy, and patient education. They also include short- and long-term goals and the methods by which the goals will be pursued.

Special needs treatment plans include information regarding the patient's disposition, scheduled appointments, housing assignment, ability to function in general population, impact on programming, and frequency of follow-up indicated. Wellpath shares these plans with WVRJ as needed to facilitate housing in the appropriate area of the WVRJ and to ensure proper treatment of inmates with long-term and individualized health care needs.



3.8 Suicide Prevention

Suicide is a leading cause of death in jails, and Wellpath takes suicide awareness and prevention very seriously. The Wellpath Suicide Prevention Program is based on policies and procedures that address education, screening, intervention, special needs treatment plans, and ongoing care. Wellpath has had considerable success preventing suicides in our facilities. We deem the only acceptable number of suicides to be zero, and we continually improve our efforts towards suicide awareness and prevention. Wellpath has established a Suicide Prevention campaign that involves enhanced staff training, assessment using the Columbia Suicide Severity scale, and monitoring of inmates at increased risk for suicide.

Suicide prevention training is a mandatory part of Wellpath new employee orientation and is also required annually for all Wellpath employees and subcontractors. The program teaches medical and security staff to recognize when an inmate is in need of emergency mental health care, based on questions asked during the receiving screening and any identified risk factors and warning signs for self-harm. Any inmate who is determined to be a suicide risk will be placed on suicide watch until they are evaluated by the mental health staff and ultimately cleared by a qualified mental health professional.

Wellpath Suicide Prevention Program	
Feature	Description
Identification	The receiving screening and health evaluation processes include an assessment for suicide risk.
Training	Medical and security personnel are trained on suicide prevention during new employee orientation and annually after that. Ongoing and frequent staff training on suicide prevention is central to the Wellpath Suicide Prevention campaign.
Assessment and Housing	If it is determined that an inmate poses a suicide risk, he or she is assessed by mental health personnel without delay and receives increased monitoring, as appropriate for the level of risk.
Treatment	Treatment plans addressing suicidal ideation and its re-occurrence are developed and patient follow-up occurs as clinically indicated.
Monitoring	Wellpath suggests the following options for those at risk for self-harm: Continuous Watch: Constant observation of the inmate. 15 Minute Watch: Direct observation of the inmate at least every 15 minutes on an irregular schedule.
Referrals and Follow-Up	Inmates demonstrating self-harming behaviors and those identified as suicide risks are referred to mental health personnel for evaluation. Wellpath recommends placing these inmates on constant observation until the mental health evaluation can be completed and an appropriate disposition determined. When an inmate is released from suicide watch, follow-up by mental health staff occurs within seven days, but may occur sooner as needed.
Community Referral	The Superintendent or designee will be notified if an inmate identified as a suicide risk is scheduled for release.
Communication	An inmate may report suicidal ideation to medical, mental health, or security staff. Concerns expressed by family members and/or security staff will prompt follow-up from Wellpath staff. Wellpath fosters close communication between medical, mental health, and security staff as a component of our Suicide Prevention Program.



Wellpath Suicide Prevention Program	
Feature	Description
Intervention	Suicide gestures and attempts are taken seriously and Wellpath personnel are trained to respond appropriately.
Notification	The Health Services Administrator (HSA) will be informed when there has been a suicide attempt or if an inmate has been placed on suicide watch.
Reporting	The HSA, Medical Director, and the Superintendent or designee will be informed of suicide attempts.
Review	Suicide attempts are considered a significant event and therefore a retrospective review is completed.
Support	Mental health personnel will be available to help support anyone who may have been affected by a suicide and may need help adjusting to the situation.

3.8.1 Intoxication and Withdrawal

Wellpath will continue to provide medically supervised on-site detoxification services in accordance with all applicable standards of treatment. When medically indicated, inmates undergo a complete detoxification program, minimizing risk of adverse symptoms and the need for off-site treatment. The Wellpath Withdrawal/Detoxification Program is comprised of the following steps.

Intake Screening

Many inmates arrive in the correctional setting under the influence of drugs or alcohol, or both, and significant histories of substance abuse increase the possibility that they will experience some degree of withdrawal. During the intake screening, medical personnel use a standardized form to evaluate all inmates for signs and symptoms of withdrawal, including:

- Anxiety and agitation
- Disorientation
- Visual and auditory disturbances
- Nausea and headache
- Tremors
- Paroxysmal sweats
- Elevated pulse, respiratory rate, and blood pressure

Inmates who report alcohol and/or drug dependence or who are identified as being at risk for withdrawal receive a more in-depth assessment. The intake screen includes questions for the inmate regarding types of substances used, time of last usage, frequency and amount of usage, how long the detainee has been using, and side effects experienced when ceasing use in the past. Wellpath completes the evaluation using the Addiction Research Foundation Clinical Institute Withdrawal Assessment – Alcohol (CIWA-Ar) or the Clinical Opioid Withdrawal Scale – (COWS). These tools have been extensively researched and shown to be viable methods for assessing the severity of withdrawal symptoms based on observation of the inmate’s behavior or response to questioning.



Observation and Monitoring

Inmates determined to be at risk for alcohol or other drug withdrawal are placed on a detoxification watch. Wellpath medical personnel use the CIWA-Ar/COWS tools and information gathered during the intake screening to classify inmates as being in mild, moderate, or severe detoxification.

- **Mild Detoxification:** When possible, Wellpath houses inmates undergoing mild to moderate detoxification in an observation cell until the completion of detoxification.
- **Moderate Detoxification:** Wellpath houses inmates experiencing more advanced cases of detoxification in medical housing under close watch.
- **Severe Detoxification:** Inmates diagnosed with delirium tremens (characterized by profound confusion, hallucinations, and severe autonomic nervous system over-activity) who cannot be safely managed in the detention environment may need to be transferred to an inpatient setting. Any hospitalizations will be by the order of the Wellpath physician and in consultation with the WVRJ Administration. Wellpath employees are trained to ensure that inmates do not progress to this stage of detoxification. Any hospitalization for delirium tremens is considered a critical incident and requires retroactive review.

Nursing staff contact the practitioner on duty or on call when monitoring results are outside the established parameters of mild withdrawal. If medical personnel determine that an inmate is at risk for moderate to severe withdrawal, or if an inmate indicates a history of complications from past periods of abstinence, Wellpath recommends placing them in medical observation status at WVRJ. These inmates are assessed by medical personnel three times daily and anytime requested by facility staff. Inmates experiencing withdrawal from alcohol, opiates, or benzodiazepines are monitored for as long as they are symptomatic.

Treatment

Wellpath establishes a physician treatment plan as soon as we assess the potential for withdrawal from alcohol or sedative-hypnotics. Medical personnel establish an individualized treatment plan based on their assessment of the patient's condition. Our Regional Medical Director orients clinicians regarding effective management of care based on specific criteria. The treatment plan may include prescribed pharmaceutical therapy, as indicated. Due to variability both in the severity of withdrawal symptoms and in the metabolism of therapeutic agents, it is difficult to establish standard or routine dosage schedules. Treatment plans generally include a benzodiazepine during the acute withdrawal period, which is then tapered off if there are no other indications. Lower dosages might be anticipated in inmates with significant liver disease.

Wellpath has comprehensive Practitioner Clinical Guidelines for Detoxification of Chemically Dependent Inmates, used by clinical providers to manage and treat the symptoms of withdrawal. Specific guidelines are provided for withdrawal from Alcohol, Opioids, Benzodiazepine, and Sedative Hypnotics other than Benzodiazepines.

Following detoxification, inmates receive substance abuse counseling by Wellpath mental health staff, and at release they are directed to the appropriate community resources.



3.8.2 Sexual Assault

Wellpath will continue to provide health care in a manner that complies with federal law, including the Prison Rape Elimination Act of 2003 (PREA). All Wellpath employees receive initial and annual training on the purpose and requirements of PREA. The training explains the issues surrounding prison sexual assault, the importance of reporting incidents, and the level of involvement from other government agencies. Following the training, employees are tested on their knowledge of PREA and certified based on demonstrated competency.

Wellpath will continue to provide a trauma-informed care program that recognizes and responds to the effects of all types of trauma that an inmate may have experienced. The program includes trauma screening, mental health awareness and treatment, and training for health care and security staff. Wellpath staff are taught how to detect and assess signs of sexual abuse; how to respond effectively and professionally to victims of sexual abuse; and how and to whom to report allegations or suspicions of sexual abuse. Wellpath staff will continue to comply with all state requirements for reporting abuse.

Wellpath maintains a zero tolerance policy regarding rape or sexual abuse of inmates, and we have an established policy for responding to allegations of such acts. This policy requires prompt and appropriate mental health intervention in the event of a sexual assault in an effort to minimize and psychological trauma. Wellpath provides mental health assessments for inmates who have experienced sexual victimization or sexual aggression, in accordance with PREA.

Inmates who are victims of any form of sexual violence are treated according to facility policy and PREA standards. Victims of sexual assault are referred under appropriate security provisions to a community agency for treatment and gathering of evidence. Provisions are made for STD testing and mental health counseling of the victim.

A report is made to the facility administrator to ensure separation of the victim from his or her assailant. Wellpath tracks and reports services provided to inmates that are the result of an assault or another inmate's action, including sexual assaults.

Wellpath complies with PREA standards at all of our client sites. Dr. John Newby, Wellpath Regional Vice President for the Maine Department of Corrections, is a PREA Certified Auditor for the Bureau of Justice Assistance, giving Wellpath unique insight into PREA standards.

3.8.3 Orthoses, Prostheses, and Other Aids to Impairment

Wellpath will ensure the timely provision of medical orthoses, prostheses, and other aids to impairment. Inmates in need of prostheses or other aids to impairment may be identified during the receiving screening or at any time while they are incarcerated. Necessary referrals are made for provider evaluation. Results of the evaluation and subsequent plan of care will be documented in the inmate's health record, and written provider recommendations will be sent to the HSA for follow-up.

Any urgent health care need necessary to maintain daily living activities are expedited to avoid further impairment for the inmate. Those requiring special services, supplies, and prosthetic devices receive services and supplies when deemed a medical necessity. Assistive devices, such as crutches and wheelchairs, are supplied when the health of the patient would be adversely affected, subject to approval by WVRJ as not posing any danger to others.



3.9 Health Records

3.9.1 Medical Records

Wellpath will maintain up-to-date medical records at all times, consistent with NCCHC and ACA standards; WVRJ policies and procedures; community standards of practice; and all federal, state, and local laws.

3.9.2 Information Technology Requirements

Wellpath has experience with CorEMR and will continue to support this EMR platform at the WVRJ. Most Wellpath forms are already available in CorEMR, and CorEMR has built custom reports for Wellpath into their system. Twenty Wellpath clients use CorEMR across the country, including:



- Alexandria, VA
- Bell County, TX
- Berrien County, MI
- Chesapeake, VA
- Clark County, WA
- Clinton County, PA
- Dorchester County, MD
- Fort Bend County, TX
- Frederick County, MD
- Howard County, MD
- Jefferson County, CO
- Kitsap County, WA
- Loudoun County, VA
- Montgomery County MHTF, TX
- Newport News, VA
- Roanoke, VA
- Washington County, MD
- Western Virginia Regional Jail, VA
- Worcester County, MD
- Yuma County, AZ

System Advantages

The CorEMR software already interfaces with OMS Jail Management System (JMS) and is integrated with our Care Management Program. Wellpath collects and analyze health statistics on a regular basis. We have specific protocols, templates, and reports that have been developed for the CorEMR system. These unique features customize CorEMR to obtain additional operational efficiencies. Having this resource on site ensures that the benefits of the EMR system are fully realized in the WVRJ.



CorEMR Intake Screen Form

Vendor Interfaces

CorEMR is able to interface with many vendors, including CorrectRx Pharmacy. This will allow for medication orders to be reviewed and managed by health care practitioners in a timely and efficient manner. We currently interface CorEMR with LabCorp.

Medication Administration

Wellpath uses the CorEMR pharmacy module for ordering, making med pass assignments, and scheduling refills. The system imports the WVRJ drug list and identifies formulary medications. It also allows the filtering of the drug list by name, analgesic category, form, and other criteria. Our staff use the CorEMR electronic Medication Administration Record (eMAR) which is customized for correctional settings. It configures med pass times by day and generates med pass prep lists accordingly. These lists are grouped by housing unit or alphabetically by last name. Each patient's acceptance or refusal of each dose is recorded in the eMAR; graphical and detailed MAR reports can be viewed at any time.

Additionally, the system automatically highlights medication expiration dates and refill notifications. Medications received from the pharmacy are shown on an inventory check-in screen. CorEMR also generate reports showing all prescriptions by drug name or by patient; prescriptions ordered by date range; medication compliance, refusal, and dosing summary reports; missed doses, and more.

3.9.3 Consolidated Health Record

Wellpath will continue to maintain all patient encounters in one consolidated health record, using CorEMR.

3.9.4 Standardized Forms

Medical personnel use standardized forms in the electronic medical record. Most Wellpath forms are already available in CorEMR ensuring a seamless continued health program for the WVRJ.



3.9.5 Establishment of a Medical Record Upon Intake

Following the receiving screening, health care staff initiate a comprehensive medical record that is the single source of medical, dental, and mental health information for each inmate. Wellpath staff is responsible for the entry of patient information in the individual medical record. Each record contains an accurate account of the inmate's health status at the time of admission, patient-provider encounters, and on-site and off-site services provided. Medical records minimally contains:

- Identifying information (i.e., name, number, date of birth, sex)
- A problem list containing medical and mental health diagnoses and treatments, as well as known allergies
- Receiving screening and health assessment data
- Progress notes of all significant findings, diagnoses, treatments, and dispositions
- Clinician orders for prescribed medication and medication administration records
- Reports of laboratory, radiology, and diagnostic studies
- Flow sheets
- Consent and refusal forms
- Release of information forms
- Results of specialty consultations and off-site referrals
- Discharge summaries of hospitalizations and other inpatient stays
- Special needs treatment plans, if applicable
- Immunization records, if applicable
- Place, date, and time of each clinical encounter
- Signature and title of each documenter

CorEMR Health Record Features and Benefits	
CorEMR Feature	Client Benefit
Certification	• CorEMR v5.0 received ONC Staging 1 Meaningful Use certification in December 2012.
JMS, Pharmacy and Lab Integrations	• Imports patient data from existing Jail Management Systems (JMS). This integration creates an automatic electronic patient chart. Patient photo and basic demographic information is automatically captured. • Sends medication orders to your pharmacy provider for shipment or delivery. • Receives lab results as an optional integration. • Receives radiology reports as an optional integration. • Messages sent using HL7 platform and others.



CorEMR Health Record Features and Benefits	
CorEMR Feature	Client Benefit
Technology	• Simultaneous access allowed for multiple terminals and users within the facility. • Web-based structure that runs on the facility's local network or by a server running at one central location for facilities with multiple locations. • Built on an SQL back end and is compatible with SQL Server 2005, 2008, and MySQL 5.0+. • Optional SaaS (Software as a Service) model with an off-site server location for small facilities or larger facilities that prefer to outsource the management of their server.
Medical Forms	• Recreates current applicable medical, mental health, and dental forms to an electronic format. • Forms are configured with "triggers" that automatically create actions, such as creating an active problem for a diabetic or scheduling a task for the nurse on duty to review a patient's intake form. • Configurable transfer and release forms are configured with triggers that automatically retrieve information from the patient's medical chart such as active problem list, current medications, and most recent PPD test results. • Allows facilities to easily create and modify their own forms using a form creation tool.
Patient Charts	• Search for a patient's chart by booking number, last name, Social Security Number, or other identifiers. • Scan and upload patient requests, outside provider visits, or any other non-system documents to the patient's chart. • Includes a complete historical summary of every action recorded for each patient. • Flow sheets for vital signs and blood sugar levels can be recorded and logged. Other flow sheets include neuro checks, Coumadin log, nebulizer treatments, and more. • Record progress and chart notes for each patient. The system also allows end-users to create custom flow sheets. • Create "Patient Alerts," such as suicide watch or recreation restriction, on the patient chart, which also displays on the dashboard for high visibility to other users. Alerts are fully configurable.
Scheduler	• Includes a robust appointment scheduler that can be filtered by task category (doctor, dentist, nurse, social worker, etc.), priority, and housing location. • Tasks and appointments can be viewed by day, week, or month. • Tasks can be created to recur with a wide variety of schedules.



CorEMR Health Record Features and Benefits	
CorEMR Feature	Client Benefit
Sick Call (SOAPe Notes)	• Uses the standard SOAPe note format for Sick Call examination. • Displays patient summary information such as current medical problems and current medication compliance on the Sick Call module. • Gives users access to the Subjective, Objective, Assessment, Plan, and Education sections directly from the Sick Call module, allowing doctors to record orders for later sign off or to complete the actions themselves. • Available actions include completing interview or exam forms, scheduling future appointments, ordering lab work, and ordering medications. • Receive and store scanned documents and electronic files directly into sick calls. • Allows users to note if Sick Calls (clinic) or medications are billable.
MedPass / Pill Call	• CorEMR's correctional eMAR has been recognized as the best in the business. It was developed entirely in house and specifically for the correctional market. • Med pass times are configured by day and a MedPass Prep List is generated accordingly. • Patient's acceptance or refusal of each dose is recorded. Graphical and detailed MAR reports can be viewed at any time. • The system easily accommodates KOP, PRN, injections, and stat dosing. • Optional bar code reader integration to find each patient's chart, record med pass compliance, and synchronize data with the CorEMR server. • Automatically highlights medication expiration dates and refill notifications. • Body image shows on MedPass to indicate injection sites. • MedPass Prep List to show all meds scheduled for the day in an easy-to-read view. • Vital signs and blood sugar results can be entered while on MedPass, even when disconnected from the network.



CorEMR Health Record Features and Benefits	
CorEMR Feature	Client Benefit
Pharmacy Module	• Send orders to and receive confirmations from the pharmacy provider. • Includes a pharmacy module for ordering, making med pass assignments, and scheduling refills. • Imports the facility's drug list and identifies formulary medication. • Allows filtering of the drug list by name, analgesic category, form, and other criteria. • Inventory check-in screen when meds are received from the pharmacy. • Medication Set feature allows users to order a predetermined group of medications as a group rather than individually, such as an alcohol detox protocol.
Reports	• Reports include: task reports, prescription (drug by name and patient), prescriptions ordered by date range, medication compliance, refusal, and dosing summary reports, missed doses, infirm reports, and more. • Prescription order report shows all medications ordered in any given day. • Captures a large amount of information on each patient to generate Management Reports and other patient demographic information. • Includes a User Definable Report Builder that allows facilities to retrieve information for unlimited customized reports from defined data elements.
Administration	• Permissions Grid restricts access by user type. • Ability to manage and edit all forms and form triggers. Includes the ability to create event triggers, such as automatically creating a specific task when a question on a form is answered a certain way. • Ability to create Medication Sets: multiple medications configured to be ordered as a group for situations like alcohol withdrawal protocols. • Configure alerts, task categories, and problem lists. • Manage user names and passwords. • Multi-facility feature allows inmates to be sorted and viewed by different facilities and gives users access only to the specific facilities where they work. • Internal messaging system allows users to send messages back and forth within the system. • Ability to block charts from access, such as in the case of a high-profile inmate or a death.
Infirm	• CorEMR offers an infirm feature that is really a chart within a chart to meet accreditation standards. • Separate orders and forms for use during an inpatient hospital stay.



CorEMR Health Record Features and Benefits	
CorEMR Feature	Client Benefit
Message Center	• Internal message system lets users communicate with each other through the application. • Text messages can be sent to online users. • While offline, messages wait in a queue for viewing when logged back in.
Permissions	• Allows facility administrators to restrict access to various portions and features of the application based on user type.

3.9.6 Documentation Available for Off-site Encounters

All relevant health encounters, both on-site and off-site are documented in the patient's health record. Labs, x-rays, assessments, hospitalizations, vaccinations, sick call, and specialty consults are all included in the health record for each patient.

3.9.7 Confidentiality of Medical Records

Wellpath adheres to all laws relating to confidentiality of patient information. We secure medical records as required by law and other applicable state or federal statutes and regulations. All records are maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the Health Information Technology for Economic and Clinical Health (HITECH) amendment to HIPAA. Compliance training for HIPAA and HITECH is a mandatory part of Wellpath new employee orientation and is also required annually for all Wellpath employees.

3.9.8 Sharing of Health Information

Wellpath will continue to manage the security and accessibility of patient medical records in compliance with state and federal privacy regulations. The Wellpath Medical Director approves medical record policies and procedures, and defines the format and handling of medical records. The HSA for the WVRJ controls access to medical records to ensure patient confidentiality. Each patient's medical record is kept separate from the confinement record. WVRJ will have access to any information deemed necessary in determining an inmate's security rating, housing assignment, job suitability, etc.

3.9.9 Access to Medical Records

Wellpath will continue to manage the security and accessibility of patient medical records in compliance with state and federal privacy regulations. The site Medical Director approves medical record policies and procedures, and defines the format and handling of medical records. The HSA for the WVJR will control access to medical records to ensure patient confidentiality. Each patient's medical record is kept separate from the confinement record. The WVRJ Superintendent will continue to have access to any information deemed necessary in determining an inmate's security rating, housing assignment, job suitability, etc.



3.9.10 Transfer of Medical Information

Pertinent medical information is prepared to accompany all inmates when traveling off site to a specialty appointment or emergency room, or when transferring to another detention/correctional facility. Upon transfer to another facility, the inmate is accompanied by a medical transfer form containing all necessary information required for the continuation of treatment.

3.9.11 Records Retention

Wellpath will continue to retain inactive medical records in accordance with NCCHC and ACA standards, as well as laws of the Commonwealth of Virginia and requirements of the American Medical Association (AMA). If an inmate returns to the system, we identify and reactivate the inactive record. Wellpath stores inactive paper medical records of more than two years and up to eight years off-site and established a reasonable access time frame of no more than five days. We retain inmate medical records for eight years and provide for their subsequent disposal in keeping with established policies and WVRJ's approval. Wellpath's patient medical records are all electronic and maintained accordingly.

3.10 Medical-Legal Issues

3.10.1 Medical Restraints and Therapeutic Seclusion

Emergency Medication Protocol

The right to refuse mental health treatment is inherent in informed consent; however, psychiatric emergencies do occur. Wellpath has developed an emergency psychotropic medication protocol for patients determined by a physician to be dangerous to themselves or others due to acute psychiatric symptoms. The emergency administration process complies with ACA, VADOC, and NCCHC standards, as well as applicable laws and regulations governing emergency use of forced psychotropic medications. Emergency psychotropic medications are prescribed only when clinically indicated, and are not used for disciplinary reasons or for the management of negative behaviors associated with personality disorders.

The decision to administer emergency psychotropic medication is primarily made in the context of custody-ordered four-point restraints which are only used on the Medical unit. A Psychiatrist or Medical Director are the only staff members allowed to give an order for an involuntary, intramuscular injection (IM) to be administered to a patient. There are some instances where a patient is deemed to be so behaviorally disordered that in order to avoid the use of custody-ordered four point restraints, and in the interest of patient safety, an IM will be ordered after consultation with the Superintendent to security related oversight. An IM will only be administered for patients in the Medical Unit.

A patient will always be offered the opportunity to accept oral medication before an IM is administered. However, if the patient refuses, and after a Psychiatrist or the Medical Director deems that an IM is required for the patient's safety, an LPN or RN will then follow through with the order. After administration, an RN will continuously observe the patient for 15 minutes. Following this, there will be 15-minute medical checks completed by the RN until medical staff make the recommendation to WVRJ custody staff that the patient appears calm and is able to be removed from restraints. WVRJ will make the final determination when the restraints are removed.



The RN will document all observation checks on to the Therapeutic Restraint Flow Sheet in the patient's health record. Nursing staff are required to document the patient's pre and post IM behavior in the health record.

The Director of Mental Health will notify the Superintendent any time there is an IM administered and will provide real-time updates throughout any restraint episode. Of note, while there may be a second dose of emergency psychotropic medication administered, a face-to-face evaluation of the patient by a psychiatrist is required if a third dose is being considered.

The Director of Mental Health will work in coordination with the psychiatrist and Medical Director to determine the need to pursue psychiatric inpatient treatment for the patient through a request for acute psychiatric stabilization.

As per Wellpath protocol, the Director of Mental Health will conduct a CQI study to review the emergency psychotropic administration event each time one occurs.

Segregation and Monitoring

Medical and mental health staff are notified when an inmate is placed on observation status. Medical or mental health staff will be available 24/7 to participate in the ongoing monitoring of the inmate's progress. Following a phone order for Suicide Precaution/Mental Health seclusion, an APN or Psychiatrist will evaluate the offender within 72 hours. Segregation rounds will be made by behavioral health staff weekly on a schedule agreed upon by Wellpath and the WVRJ.

Wellpath will document orders for Mental Health seclusion, clearly documenting the decision and circumstances under which the inmate is placed in observation status. Wellpath will maintain a record of segregation rounds, and clinical encounters will be noted in the patient's medical record. Only the Wellpath Psychiatrist, or psychiatric clinician, is authorized to remove a patient from suicide watch on constant observation, with documentation in the patient's medical record regarding this decision, also documented in the patient's health record. Our behavioral health staff will meet daily with medical and security staff to share relevant information, to review the status of inmates under constant observation and to make determinations regarding continued observation or return of the offenders to general population. Inmates who are maintained in restrictive housing for 30 consecutive days will be evaluated by a licensed Mental Health Professional within the 30 days and at least every 90 days thereafter.

3.10.2 Elective Procedures

The Contractor shall establish guidelines that govern elective procedures or surgery for inmates. They must include decision making processes for elective surgery needed to correct a substantial functional deficit or if an existing pathological process threaten the well-being of the inmate over a period of time.

Wellpath understands this requirement and will comply.

Protocol for Psychotropic Medications

The Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications.

Wellpath emphasizes high standards of psychiatric care by providing quality treatment, including psychotropic medication, to patients with serious mental health issues. We have developed written



policies, procedures, and clinical letters for psychiatric services that address treatment plans, laboratory studies, informed consent, non-compliance, and management of various conditions. Wellpath staff will order and administer psychotropic medications when appropriate, in accordance with all state and federal laws. Wellpath staffs psychiatric providers to conduct medication evaluation, administration, and monitoring. Psychiatric providers coordinate all services with mental health and medical staff.

Patients are only prescribed psychotropic therapy as clinically indicated and are monitored for medication compliance and drug toxicity. Prior to prescribing psychotropic medications, the psychiatric provider conducts a medical record review, obtains informed consent from the patient, and educates the patient on treatment with the prescribed medications. A medical evaluation, routine lab work, and regular blood pressure monitoring is performed as indicated on patients requiring psychotropic medications. The results of all such monitoring are documented in the patient's medical record.

Medication Education

Education is provided at the time of the medication order regarding the risks and benefits associated with each prescribed medication and will be documented in the patient's medical record. Education consists of informed consent, verbal information, and (where available) written information related to contraindications. Informed consent will be obtained and documented in the patient's medical record prior to the initiation of psychotropic medication.

Female patients are specifically educated regarding the risks of taking medication while pregnant. All female patients are tested for pregnancy at intake and prior to orders being written for medications.

3.10.3 Forensic Information

The Contractor's direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information.

Wellpath does not routinely participate in the collection of forensic information. The role of the health care staff is to serve the health care needs of the incarcerated population and the position assumed by the health care staff is a neutral one. Therefore, medical personnel are not involved in the collection of forensic information (e.g., DNA testing), except when:

- Complying with state laws that require blood samples from inmates, provided there is consent of the inmate and health care staff are not involved in any punitive action taken as a result of nonparticipation in the collection process
- Conducting blood or urine testing for alcohol or other drugs when done for medical purposes by a physician's order
- Conducting patient-specific, court-ordered laboratory tests, examinations, or radiology procedures with consent of the inmate

Wellpath will not participate in the following procedures:

- Conducting body cavity searches for contraband
- Performing psychological evaluations for adversarial proceedings or parole evaluations

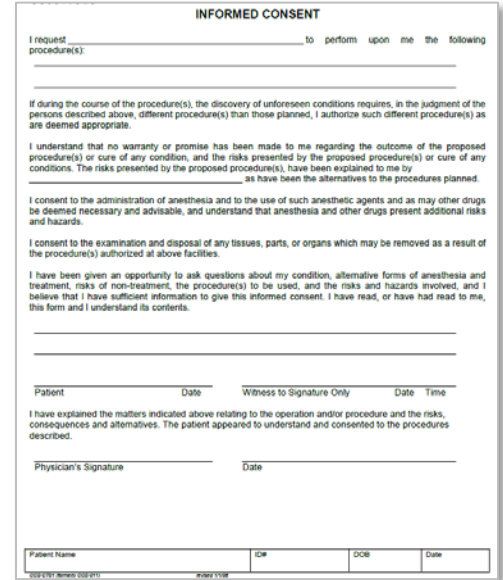


3.10.4 Informed Consent

The contractor shall ensure informed consent standards of the jurisdiction are observed and documented for inmate care in language understood by the inmate.

Examinations, treatments, and procedures are governed by informed consent practices applicable in the jurisdiction. Informed consent is obtained and documented in the patient's health record prior to the performance of any procedures and treatment. Initial documentation of informed consent takes place during the receiving screening. Refusal for any health evaluation, treatment, or medication is documented with an explanation and the patient's signature.

For invasive procedures or any treatment where there is risk to the patient, informed consent is documented on a written form containing the signatures of the patient and health care staff witness. The informed consent process includes informing the patient of the benefits and risks of the procedure. If there is concern regarding the patient's decision-making capability, the patient is referred to the appropriate medical or mental health provider.



The form is titled "INFORMED CONSENT". It contains several sections for patient and provider information, including a request for procedure, a statement of understanding, a consent to anesthesia, a consent to examination and disposal of tissues, and a section for patient and physician signatures. It also includes a section for patient information (Name, DOB, Date) and a section for physician information (Signature, Date).

3.10.5 Right to Refuse Treatment

The inmate's right to refuse treatment shall be clearly delineated and defined according to Virginia statute and professional standards by the Contractor.

Refusal documentation is also part of the Wellpath informed consent policy, which addresses the various scenarios of refusal and potential exceptions. The inmate's right to refuse treatment will be clearly delineated and defined according to Virginia statute and Wellpath standards, which adhere to ACA and NCCHC standards. Refusal for any health evaluation, treatment, or medication is documented with an explanation and the patient's signature. No blanket refusals or refusal of care upon admission shall be acceptable. Inmates who fail to present for an appointment shall not be assumed to be refusing care.

The cause of any refusal will be determined and documented, with records retained for the appropriate period of time as determined by professional standards and by law. Documentation must include:

- Description of the nature of the service being refused
- Evidence that the patient has been made aware of any adverse consequences to health that may occur as a result of the refusal
- The signature of the patient
- The signature of a health services staff witness

If the patient refuses to sign the refusal form, it will be signed by two witnesses, at least one being qualified health care staff. If there is concern regarding the patient's decision-making capability, the



patient will be referred to mental health for an evaluation, especially if the refusal is for critical or acute care.

In the case of medication refusals, documentation on the MAR will indicate the patient refused the medication. If a patient misses three doses in a seven-day period, or establishes a pattern of refusal, the patient will be referred to the prescribing provider after the fourth missed dose.

Health care staff will make documented contact with a patient on a High-Priority Medication who does not show to medication pass in order to check patient status and obtain a refusal. The patient will be educated on the dangers of missed medication. If a patient refuses or misses a High-Priority Medication, the patient will be referred to the prescribing provider for chart review and to determine the need for a face-to-face encounter.

3.10.6 Medical Research

The Contractor shall comply with federal law and national, NCCHC, VDOC, ACRS and ACA standards regarding the involvement of inmates in medical research.

No research projects involving inmates will be conducted without prior written consent from the Superintendent.

3.10.7 Inmates from Outside Agencies

WVRJ houses in its facilities, inmates for various outside agencies which include the Federal Government, States other than Virginia, Counties, Cities and Regional Jails in Virginia. The Contractor shall provide the same level of care for inmates from these agencies as they would for WVRJ inmates.

As your current provider, we know WVRJ houses inmates for various outside agencies including the Federal Government, other states, other counties, cities and regional Jails in Virginia. Wellpath provides the same level of care for inmates from these agencies as for WVRJ inmates.

Currently, the Federal Government pays all approved off-site medical expenses for the approximately 100 detainees and reimburses Wellpath for the cost of pharmaceuticals provided to those patients.

Wellpath provides copies of invoices received from off-site care providers for services provided to inmates housed for outside agencies, as requested.

Wellpath will continue to coordinate with all local medical facilities, health clinics, and local and state hospitals regarding the treatment, transportation, and transfer of medical information pertaining to inmates at the WVRJ or being transferred or treated at other health facilities or housed or transferred to other correctional/detention facilities in or out of state.

3.10.8 Notification

The Contractor shall cooperate with WVRJ to ensure individuals designated by the inmate are notified in case of a serious illness, serious injury, or death, unless security reasons dictate otherwise.

Wellpath cooperates with WVRJ to ensure notification of a serious illness, serious injury, or death is provided to a patient's designated individuals. Permission for notification is obtained from the inmate when possible.



3.10.9 Additional Services

Inmate Workers

Inmates are not utilized in any capacity within the health services operation other than maintenance and housekeeping.

Department Policies

Wellpath will continue to operate under the guidance of the Policies and Procedures currently in place and customized to meet the specific program requirements of the WVRJ. We will review and revise the current Policies and Procedures as needed to ensure standardization of operations, subject to approval by the Jail administration. The Wellpath Policies and Procedures manual meets or exceeds NCCHC, ACA, and Commonwealth of Virginia standards. Wellpath reviews and revises the manual to coincide with changes that the Jail makes to its policies. Also, Wellpath will review the policies and procedures manual at least annually, even if there have been no changes to the Jail's policies and procedures. Any newly-developed policies and procedures will follow the same review and documentation process and will be provided to the WVRJ for review prior to being implemented.

3.10.10 Services to Staff

Emergency Medical Services

Wellpath provides on-site triage and administers first aid or emergency care on the premises of any WVRJ facility to any inmate, visitor, or WVRJ employee as needed to stabilize, assess, and make any referrals or transfers to medical facilities, as deemed necessary. Our healthcare team documents any incidents and submits documentation to the WVRJ Administration. Staff on duty have access to names and contact information for employees who are on-call at all times, as well as procedures for arranging emergency ambulance transportation.

Wellpath documents and tracks all emergency medical requests from initial receipt to final disposition utilizing the Wellpath Care Management system. All information is documented in the inmate's electronic medical record.

Wellpath can provide customized monthly reports of emergency room visits, with data including each patient's name and identification number, the date of emergency service, the patient's disposition, and the emergency treatment received.

Education and Training

Wellpath will continue to train medical stand and correctional staff in medical issues as requested by WVRJ. Please see **Section 3.2.8** for the detailed Training and Education program for Correctional Staff.

Immunizations, Vaccinations and TB Screening

Wellpath will complete annual TB screens, Hepatitis B vaccinations, as well as Flu tests and vaccinations. All vaccinations and screens will be documented.

Wellpath will be responsible for the cost of post vaccine antibody and WVRJ will continue to bear the cost of the vaccine.



Pre-employment Physicals

Wellpath will administer pre-employment physical examinations for all potential employees of the WVRJ. These physicals include, but are not limited to: physician conducted physical examinations, tuberculosis testing, urinalysis, EKG, and any other tests that may be required. All new direct care staff will be offered the Hepatitis B vaccine and will be tested for tuberculosis prior to their job assignment and annually thereafter, all at the expense of Wellpath.

Drug Testing

Wellpath will continue to conduct blood draws for staff drug tests when required.

Assistance for REACT Team

When requested, Wellpath will observe the actions of the REACT Team. We will attend to inmates who may have placed in restraints or sustained injuries during the REACT process.

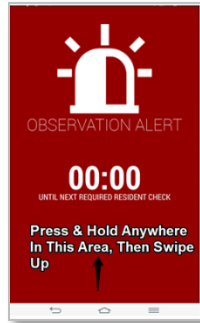
3.10.11 Exclusions

Wellpath has reviewed and understands the Service Exclusions and Inmate Exclusions in RFP #2019-066.

5 Technology Enhancements and Other Services

Patient Activity Monitoring Management (PAMM)

Offered exclusively by Wellpath, PAMM is a computer tablet and application used to complete patient observations. Wellpath will provide a demonstration of PAMM if desired by the WVRJ.



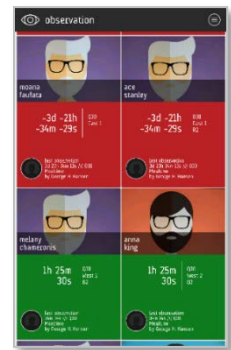
Wellpath has developed a computer tablet and application called PAMM (Patient Activity Monitoring Management) that is used for wellness checks, segregation rounds, patient observations, and other cell-side treatments. PAMM is offered exclusively by Wellpath. We welcome the opportunity to give an on-site demonstration of the PAMM system and its capabilities.

The nurse or CMA performing Wellness Checks will see the Patient Countdown Timer screen, which displays the time left before the next patient check is due. The nurse or CMA will then swipe the screen to complete a patient observation.

The PAMM application is color-coded. A red screen indicates that an observation should be done immediately. Green indicates that no observation is due for at least 5 minutes. Yellow indicates that an observation is due within 2-5 minutes.

The Patient Observation List displays all patients that are scheduled for an observation, starting from the observations closest to their scheduled time. Each patient is displayed on a “card.” The elements of a card include:

- **Time:** Displays the time remaining until the next due observation
- **Observation Interval:** Displays the interval at which the patient should be observed
- **Last Observation:** Displays when the last observation was performed and any associated information on that activity



The patient’s location is synced to PAMM directly from ERMA; PAMM then operates without the need for Wi-Fi during the observation rounds. At the time of the observation, the patient’s picture is captured directly on the tablet and the patient’s activity and behavior are documented. A note about the patient’s activity at the time of observation can also be added, which will meet the requirement for individual patient contact notes at each wellness check.

PAMM observation data is available via a performance dashboard, giving facility administration accurate observation compliance statistics at all times.

PAMM does not interface with CorEMR at this time but an interface is being explored.



Client Portal

Wellpath continues to be on the cutting edge of correctional health care technology. The Wellpath Client Portal is scheduled for release in the first quarter of 2019. The Client Portal is a secure digital gateway for shared communication and information that can be accessed by our clients via a Web browser or mobile phone app. Our client partners will have confidential, secured online access to view their site's information, including current performance reporting; major contract deliverables, such as Health Service Reports and other required reporting; contact information; and a support hotline via instant messaging for faster escalation of issues. We look forward to offering this advanced technology to the WVRJ.

e-Consult.

Wellpath's program structure, staff expertise, treatment protocols and use of our cloud-based e-Referral application help us limit the need for off-site specialty care. However, when treatment cannot be delivered on site, we coordinate the care with outside providers (e-Consult). The e-Consult program provides near-real-time consultations with a panel of medical specialists. Using e-Consult, our on-site physicians and mid-level providers can access any one of 40 specialties, including infectious disease, orthopedics and cardiology, via 140 specialists. These specialists can either confirm that our provider should send the patient for an off-site referral, or provide expertise to support the on-site management of the condition, reducing unnecessary off-site referrals, and ensuring optimal clinical care. All e-Consults are documented in the patient's electronic medical record.

The e-Consult program is part of our **InmateCare+ Referral Management Process**. Since we began using InmateCare+ more than two years ago, non-emergency off-site referrals have declined by almost 30%, resulting in better and safer care by bringing the expertise of medical specialists to the patient without ever leaving the jail. This application includes robust analytics and dashboard that allow our clinical team to analyze data on all referrals to identify opportunities to help optimize the delivery of on-site care and to reduce unnecessary off-site referrals.

Specialty areas include:

- Addiction Medication
- Allergy and Immunology
- Cardiology
- Dermatology
- Endocrinology
- ENT
- Gastroenterology
- General Surgery
- Hepatology
- Hematology
- Infectious Disease
- Internal Medicine
- Nephrology
- Neurology
- OB/GYN
- Oncology
- Ophthalmology
- Orthopedic Surgery
- Palliative Medicine and Hospice
- Pulmonology
- Psychiatry
- Rheumatology
- Sleep Medicine
- Urology



We make e-Consults from qualified specialists available to all providers (at any time and for any reason), with a guaranteed response within 24 hours or less.

Our specialty physicians:

- are experts in 40 specialty areas
- are board-certified
- are active clinicians: all in practice, many with academic and major health system affiliations
- have earned the highest physician credentialing standards per NCQA guidelines
- have extensive training in telemedicine, technology, corrections, and e-Consults
- go through rigorous background checks
- participate in an on-going quality monitoring program
- are fully insured for e-Consult program
- provide complete and official documentation added to the patient record