



ROANOKE COUNTY

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January 8, 2019

ADDENDUM NO. 1 TO ALL BIDDERS/OFFERRORS:

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

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December 13, 2018

2:00 PM

(PLEASE PRINT)

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December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

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December 13, 2018

2:00 PM

(PLEASE PRINT)

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Sign-In Log

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December 13, 2018

2:00 PM

(PLEASE PRINT)

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December 13, 2018

2:00 PM

(PLEASE PRINT)

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December 13, 2018

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(PLEASE PRINT)

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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 form 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 withhold or performance withhold 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 grant 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 **CorEMR**

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 WVRA's current policy regarding Hepatitis C. **WVRJ'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 WVRJ.**

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, (c) 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 (Glutose)	Nitroglycerin
Aspirin EC	Guaifenesin	Penicillin VK
Atenolol (Tenormin)	Haloperidol (Haldol)	Permethrin Cream
Benztropine (Cogentin)	Haloperidol (Haldol)	Permethrin Shampoo
Benztropine (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
Carbamazepine (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, breech 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:	[REDACTED] 2017		
Department:	Medical HSA: [REDACTED]		
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. [REDACTED]	Postpartum f/u rescheduled; RE: provider not in office		
2. [REDACTED]	Refused HROB f/u (1/20/17); refused at OB		
3. [REDACTED]	Refused Pain Management; RE: pump refill		
4. [REDACTED]	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:		2017
Department:	Medical	HSA:
Report Start Date:	February 1, 2017	Report End Date:
MEDICAL CHARGES		
Co-Pays: 1069	OTC(no charge slip): 309	FED: 103
Medical charge total: 1520		
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER		
1.	ENT consult rescheduled; RE: scheduling conflict at ENT	
2.	HROB f/u cancelled; RE: patient delivered 2/6/17	
3.	MFM: weekly NST's (x3) cancelled; RE: patient delivered 2/6/17	
4.	Fetal Echocardiogram cancelled; RE: patient delivered 2/6/17	
5.	Ortho surgery rescheduled; RE: Patient not made NPO by RN	
6.	Ortho post-op rescheduled ; RE: surgery rescheduled	
7.	OB consult rescheduled; RE: scheduling conflict	
8.	OB consult; patient released: 2/14/17	
9.	Refused Methadone Clinic consult; 2/15/17	
10.	Refused OB consult; 2/17/17	
11.	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:		
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:		2017
Department:	Medical	HSA:
Report Start Date:	March 1, 2017	Report End Date:

MEDICAL CHARGES

Co-Pays: 1271	FED: 127	DOC: 41
Medical charge total: 1439		

OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER

1.	Refused IDC: 3/3/17
2.	U/S rescheduled; RE: per MFM
3.	Refused postpartum f/u: 3/7/17
4.	MFM rescheduled; RE: scheduling conflict
5.	Postpartum f/u rescheduled; RE: scheduling conflict
6.	Roanoke Methadone f/u cancelled 3/10/17: received medications on 3/9/17
7.	Vistar rescheduled; RE: scheduling conflict
8.	Therapy rescheduled; RE: per Carilion 3/13/17
9.	Cardiothoracic f/u; patient released: 3/6/17
10.	Vascular Surgery f/u; patient released: 3/6/17
11.	Roanoke Methadone appt. rescheduled per Clinic
12.	Roanoke Methadone f/u cancelled; RE: new schedule
13.	Foot & Ankle appt. cancelled; RE: Per PA, patient to f/u on-site
14.	Postpartum f/u; patient released: 3/7/17
15.	MFM appt. rescheduled; RE: Carilion OB told patient about appointment at OB visit on 3/21/17
16.	Imaging appointment; RE: transferred: 3/25/17
17.	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	
OB In house:	15	
OB High Risk for the month:	1	
OB Released/Furloughed/Transferred:	2	
EMERGENCY ROOM		
ED:	16	
HOSPITAL		
Admitted to Hospital:	2	

Western Virginia Regional Jail
Medical Department

Statistics

Administrative Assistant:		2017
Department:	Medical	HSA:
Report Start Date:	April 1, 2017	Report End Date:
MEDICAL CHARGES		
Co-Pays: 913	FED: 58	DOC: 39
Medical charge total: 1010		
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER		
1.	Methadone Clinic; patient released: 4/1/17	
2.	Imaging; RE: MRI; patient transferred: 4/5/17	
3.	IR f/u; patient released: 4/5/17	
4.	CT rescheduled; RE: scheduling conflict	
5.	OB f/u; transferred: 4/6/17	
6.	OB consult; transferred: 4/6/17	
7.	Urology consult rescheduled; RE: scheduling conflict	
8.	Imaging rescheduled; RE: scheduling conflict	
9.	Treatment Center consult cancelled; RE: per Treatment Center	
10.	Treatment Center 1 week med pick-up cancelled per Tx Center	
11.	Treatment Center 28 day supply med pick-up cancelled per Tx Center	
12.	General Surgery consult; RE: patient released 4/11/17	
13.	OB consult; RE: patient released 4/10/17	
14.	HROB f/u; RE: patient released 4/18/17	
15.	Outpatient Therapy cancelled; RE: scheduling conflict	
16.	Treatment Center 1 week med pick-up cancelled per Tx Center	
17.	Ortho f/u rescheduled; RE: patient at court on 4/20/17	
18.	OB Consult rescheduled per OB	
19.	Imaging cancelled; RE: patient at court 4/26/17	
20.	IDC appointment cancelled; RE: patient refused (refusal obtained)	
21.	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
OB In house:	15
OB High Risk for the month:	1
OB Released/Furloughed/Transferred:	2
EMERGENCY ROOM	
ED:	16
HOSPITAL	
Admitted to Hospital:	2

Western Virginia Regional Jail
Medical Department

Statistics			
Administrative Assistant:	2017		
Department:	Medical	HSA:	
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.	5/10/17: refused Ortho f/u		
2.	OB Consult; RE: patient released 5/11/17		
3.	Wound care f/u rescheduled to 6/5/17; RE: security request		
4.	OB f/u; patient released 5/20/17		
5.	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			
Total Number of pregnant females for the month:	16		
Delivered or Miscarried:	0		
OB In house:	13		
OB High Risk for the month:	6		
OB Released/Furloughed/Transferred:	3		
EMERGENCY ROOM			
ED:	12		
HOSPITAL			
Admitted to Hospital:	4		

Western Virginia Regional Jail
Medical Department

Statistics

Administrative Assistant:		2017
Department:	Medical	HS
Report Start Date:	June 1, 2017	Report End Date:

MEDICAL CHARGES

Co-Pays: 801	FED: 46	DOC: 16
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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: [REDACTED]
Report Start Date: July 1, 2017	Report End Date: July 31, 2017
MEDICAL CHARGES	
Co-Pays: 846	FED: 139
Medical charge total: 1000	
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER	
1. [REDACTED]	OB f/u; rescheduled; RE: scheduling conflict (7/18/17)
2. [REDACTED]	Outpatient procedure rescheduled per IR
3. [REDACTED]	OB Psychiatry appt. cancelled; RE: OB told patient
4. [REDACTED]	Cardiology f/u cancelled; RE: provider not in office
5. [REDACTED]	Eye f/u rescheduled; RE: court (7/26/17)
6. [REDACTED]	HROB f/u rescheduled; RE: scheduled incorrectly
7. [REDACTED]	EDH/DRB rescheduled; unable to obtain IV for procedure (7/29/17)
TOTAL CANCELLED/RELEASED/RESCHEDULED/REFUSED/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:	0
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:	2017
Department:	Medical HSA:
Report Start Date:	September 1, 2017
Report End Date:	September 29, 2017
MEDICAL CHARGES	
Co-Pays: 878	FED: 62
Medical charge total: 953	DOC: 13
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER	
1.	Cancelled Nephrology f/u (9/7/17), per RMD
2.	Rescheduled MRI (9/6/17); RE: patient aware of date/time.
3.	Podiatry f/u (9/12/17) cancelled; RE: patient released 9/6/17
4.	OB f/u cancelled (9/11/17); RE: patient furloughed 9/11/17
5.	Refused Ortho f/u (9/13/17)
6.	Transferred 9/14/17; cancelled OB consult (9/14/17)
7.	Rescheduled Vistar f/u (9/14/17); RE: scheduling conflict
8.	Cancelled Imaging appt. (9/18/17); RE: released 9/14/17
9.	Rescheduled postpartum f/u (9/18/17); RE: scheduling conflict
10.	Refused IDC f/u (9/19/17)
11.	Cancelled outpatient procedure (9/20/17); RE: released 9/14/17
12.	Rescheduled OB f/u (9/21/17); RE: court
13.	Refused Urology f/u (9/21/17)
14.	Rescheduled post-op f/u (9/22/17); RE: per Carilion NRV Urology
15.	Cancelled U/S (9/22/17); RE: patient delivered 9/20/17
16.	Rescheduled Ortho f/u (9/25/17); RE: scheduling conflict
17.	Cancelled HROB f/u (9/25/17); RE: patient delivered 9/20/17
18.	Rescheduled Cardiology f/u (9/27/17); RE: scheduling conflict
19.	Rescheduled IDC f/u (9/29/17); RE: scheduling conflict
20.	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

TO ... TION/REFUSAL/REFUSAL/REFUSAL/REFUSAL/REFUSAL/REFUSAL/TRANSFER: 20

NUMBER OF ... VATES 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:	2017		
Department:	Medical		
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.	Refused IDC f/u on 11/2/17		
2.	Refused PET Scan on 11/9/17; rescheduled per provider		
3.	Rescheduled NST on 11/15/17; RE: patient consumed caffeine		
4.	Rescheduled Oncology f/u on 11/16/17; RE: court		
5.	C-Section on 11/17/17; patient released on 11/9/17		
6.	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/Optometry	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:	2017
Department:	Medical HSA:
Report Start Date:	December 1, 2017
Report End Date:	December 31, 2017
MEDICAL CHARGES	
Co-Pays: 765	FED: 36
Medical charge total: 810	DOC: 9
OUTSIDE APPOINTMENT: CANCELLATION/RELEASE/RESCHEDULED/REFUSAL/TRANSFER	
1.	Released 11/28/17; OB f/u 12/1/17
2.	Cancelled oncology f/u 12/1/17; RE: TDO on 11/30/17
3.	Cancelled HROB f/u 12/4/17; RE: ED/L&D: 12/2/17
4.	Cancelled HROB f/u 12/7/17; RE: ED/L&D: 12/2/17
5.	Released 12/5/17; Imaging appt. 12/26/17
6.	Released 12/5/17; OB f/u 12/28/17
7.	Rescheduled NST 12/12/17; RE: patient medication not on hold; new appointment on 1/11/18
8.	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: Bobby D. Russell
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: Cindy P. Watson
Cindy Watson
COO, Local Detention Division

ATTACHMENT B
STAFFING MATRIX

POSITION	CORRECT CARE SOLUTIONS							Hrs/WK	FTE
	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
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: Bobby Russell
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: Brad Dunbar
Brad Dunbar
Title: EVP, Local Detention Division

ATTACHMENT B
EFFECTIVE 9/1/2018
Staffing Matrix

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

**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

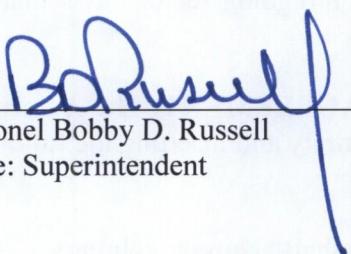
its entirety with the Attachment B attached herein and made a part of this Amendment by this reference.

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.

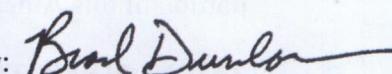
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

POSITION	CORRECT CARE SOLUTIONS							Effective 7/1/2018
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
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

**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
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: Chris Bove
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 COMPENSATION."** 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:

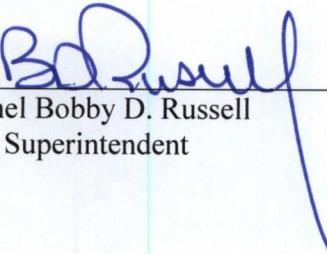
"The Jail will pay Conmed an annualized base compensation of \$2,307,817.56, payable in equal monthly installments of \$192,318.13 each month.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, 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

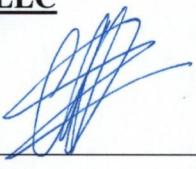
By: 
Chris Bove
Title: Chief Operating Officer

EXHIBIT A

Staffing Matrix

POSITION	Conmed							Effective 3/1/2018			
	West Virginia Regional Jail Authority										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun				
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 COMPENSATION."** 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: Bo Russell
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: Chris Bove
Chris Bove
Title: Chief Operating Officer

EXHIBIT A

Staffing Matrix

POSITION	Conmed							Effective 1/4/2018	
	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
	DAY SHIFT							Hrs/WK	FTE
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
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								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:

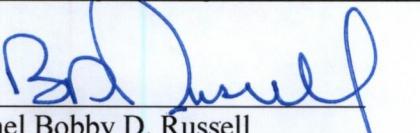
8.1 **Term.** The term of this Agreement shall begin on February 1, 2009 and shall end on February 28, 2018.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this 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

Commed, LLC

By: 
Chris Bove
Title: President

EXHIBIT A

Staffing Matrix

CORRECT CARE SOLUTIONS										
Western Virginia Regional Jail		<i>Effective April 1, 2017</i>								
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
Commed 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

Printed Name

Title

Date

P. O. BOX 29800 • ROANOKE, VIRGINIA 24018-0798 • (540) 283-8148 • (540) 561-2882

**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.

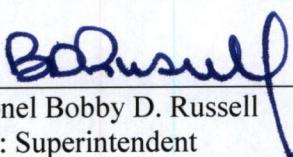
3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which 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

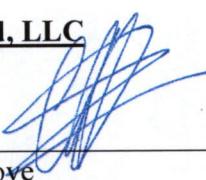
By: 
Chris Bove
Title: President

EXHIBIT A

Staffing Matrix

CORRECT CARE SOLUTIONS										
Western Virginia Regional Jail		<i>Effective April 1, 2017</i>								
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: Bobby D. Russell
Colonel Bobby D. Russell
Title: Superintendent

Conmed, LLC

By: Chris Bove
Chris Bove
Title: President

EXHIBIT 1

Bureau of Labor Statistics

**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: BoRuswlf
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
Comed 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

Printed Name

Title

Date

Authorized Signature

P. O. BOX 29800 • ROANOKE, VIRGINIA 24018-0798 • (540) 283-8148 • (540) 561-2882

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).

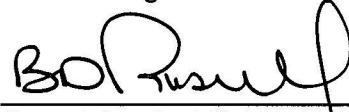
If this request is acceptable, please acknowledge where indicated below and return a copy of this letter to us. If you have any questions, or if I can be of any service to you, please contact me directly at (410) 567-5539, or on my mobile number, (443) 286-1439.

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.

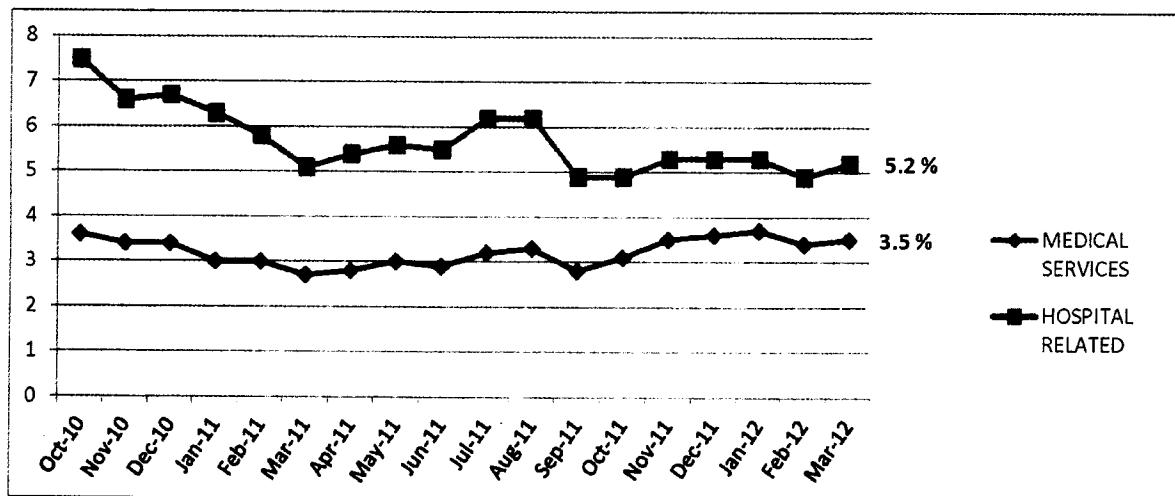
Through negotiation with the mobile diagnostic imaging subcontractor, we can provide 75 ultrasound procedures onsite annually for the annual commitment of \$14,000. This number of procedures is based on historical data. Further, we have the subcontractor's commitment to provide any additional ultrasound 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.



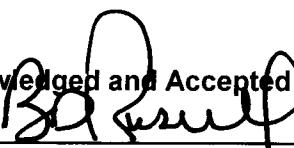
Please see the enclosed excerpt from the U.S. Bureau of Labor Economic News Release for the period ending February 29, 2012

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)

Expenditure category	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.
CPI-U								
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	-.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	-.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
Comme Healthcare Management
7250 Pa kway 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,

A handwritten signature in black ink that reads "Ann Mendes".

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>Ana Mendes</i>	From:	<i>Larry Dell</i>
Company:	<i>County of Hanover</i>	Company:	Conmed Healthcare Management
Telephone Number:		Telephone Number:	<i>410. 567- 5537</i>
Fax Number:	<i>540- 561- 2882</i>	Fax Number:	<i>(410) 712-4760</i>

# 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,

Larry

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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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.

X 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

Larry Doll
Authorized Signature

Larry Doll
Printed Name

Vice President, Strategic Development
Title

3/23/11
Date

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410.581.5520
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
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 (\$1,530,388.51 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.

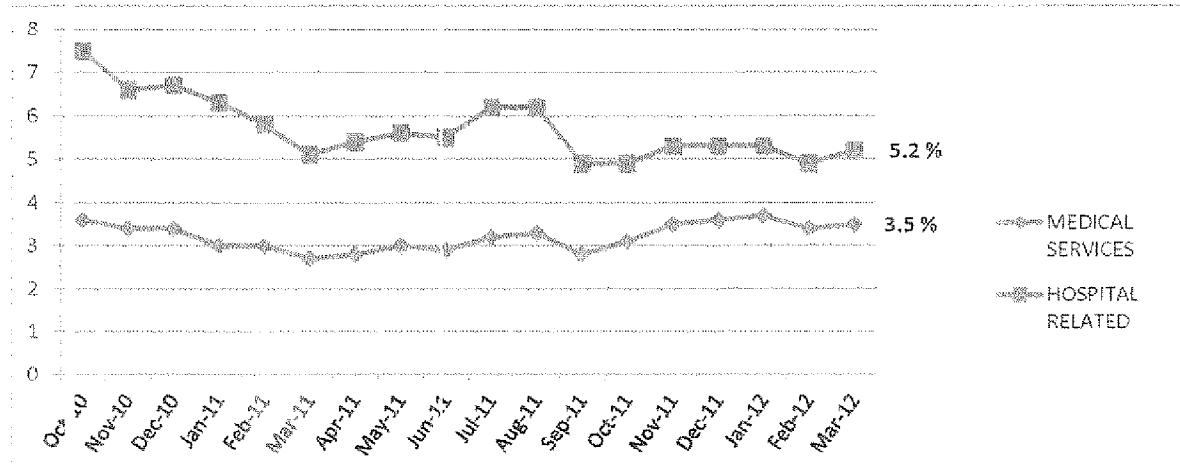
Through negotiation with the mobile diagnostic imaging subcontractor, we can provide 75 ultrasound procedures onsite annually for the annual commitment of \$14,000. This number of procedures is based on historical data. Further, we have the subcontractor's commitment to provide any additional ultrasound 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 (\$2,70,262.20 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

over all 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.

Since rely yours,

Larry F. Doll
Vice President, Strategic Development

Acknowledged and Accepted

Bobby Russell, Superintendent

Date: _____

Attachments

cc: Richard W. Turner, PhD
Lisel, Browe, RN

#0893
Renewal
To 06/30/11

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?



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



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 (540-581-2882) 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 540-581-2882.

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

<u><i>Larry Doll</i></u>	<u>Larry Doll</u>	<u>the President</u>	<u>3/26/2010</u>
VENDOR Authorized Signature	Printed Name	Title	Date

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
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410.567.5520
800.609.8476
410.712.4780 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 on 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.

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The modification of the Psychiatrist and Mental Health Professional hours approved earlier had a neutral financial effect.

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
410.587.5520
800.809.8476
410.712.4780 fax
www.conmedinc.com

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 \$1,762,690.45 (\$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.

Conmed Healthcare Management, Inc.
7250 Parkway Drive, Suite 400
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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.

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Conmed **HEALTHCARE**
MANAGEMENT

Exhibit C
Requested Staffing Matrix

CONMED STAFFING MATRIX - ADP 600

Western Virginia Regional Jail

**Proposed
Weekly**

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Hrs	FTE
Medical Director			D 4	D	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 4	D 4		10	0.25
Health Service Administrator (RN)			D 8	D 8	D 8	D 9	D 8	40	1
Administrative Assistant			D 8	D 8	D 8	D 9	D 8	40	1
Medical Records Clerk			D 8	D 8	D 8	D 8	D 8	40	1
IC/CQI Nurse								0	0
Clinical Staff - Main Jail									
Director of Nursing - RN (IC/CQI)			F 8	F 8	F 8	F 8	F 8	40	1
			D 8	D 8	D 8	D 8	D 8	16	0.4
Clinic Nurse (RN)		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)								8	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	56	1.4
Med Pass Nurse (LPN)								8	0
Med Pass (Med Tech)		D 8	D 8	D 8	D 8	D 8	D 8	56	1.4
Med Pass Nurse (LPN)		E 8	E 8	E 8	E 8	E 8	E 8	56	1.4
Med Pass (Med Tech)		E 8	E 8	E 8	E 8	E 8	E 8	56	1.4
Med Pass (Med Tech)	N 8	N 8	N 8	N 8	N 8	N 8	N 8	56	1.4
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					D 8			8	0.2
Psychiatrist									
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 define 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
Commed 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.

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

Authorized Signature

Printed Name

Vice President

2/8/10

Title

Strategic Development



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

Larry Doll
Conmed Healthcare Management
7250 Parkway Dr., Suite 400
Hanover, MD 21076

January 28, 2010

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Sincerely,

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

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.
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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.

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Budget Impact

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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).

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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 polices 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.

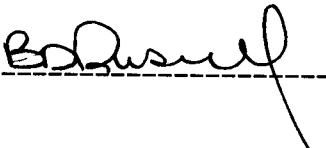
12.13 Liaison

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.

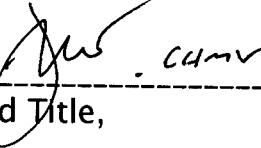
By: 
Charles I. Poff, Jr., Superintendent

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