

Columbia County Jails answers are in red.

May 27, 2021

Lieutenant Brooke McDowall
Corrections Lieutenant
Columbia County Jail
brooke.mcdowall@columbiacountyor.gov

Dear Lt. McDowall,

Wellpath respectfully submits the following questions for your Request for Proposal for Contract Medical, Dental, and Mental Health Services for the Columbia County Jail.

1. What is the bidding ADP for this opportunity? (We are aware of the stated range of 135-185. A specific target ADP is beneficial for deriving the most accurate pricing).

185

2. Does this contract require a performance or payment bond and, if so, please provide details.

Yes we will require proposer to acquire a performance bond. What details would you like?

3. Do you require two (2) hours of group therapy/treatment for *all inmates* per week or specifically for *mental health patients only*?

2 hours of group therapy will be provided per week based on the type of programming and spaces available for AIC's.

4. What is the maximum number of inmates permitted in each group therapy session?

10

5. Does the County expect mental health staff coverage 24/7?

We do not expect 24/7 coverage. We want 40 hours per week, with daily coverage 7 days per week.

We will allow on an emergency basis, case by case and approved by jail administration, the use of meeting patients after hours via a tele psych type application.

6. Do you prefer specific work hours for the Mental Health staff (evenings, weekends, etc.)? If so, what is your preference?

Hours will be based on the needs of the facility, but generally swing Shifts hours at this time work the best for the facility, starting around 1400 hours.



7. Item 18, p. 6: Does the RN requirement mean the County requires 24-hour coverage?

At this time we are not looking for 24 hour coverage, we are wanting 16 hour per day coverage.

8. Suggested language modification: "Wellpath respectfully takes exception to and requests additional discussion of RFP Sections III.R.3. and III.S.11. and Exhibit A Sections 8, 21, 22, and 24 to the extent these provisions might jeopardize the trade secret, proprietary, confidential, or otherwise protected status of or Wellpath's ownership interest in any information."

- RFP Sections III.R.3.

Please place exception and proposed language in proposal.

- RFP Sections III.S.11.

Please place exception and proposed language in proposal.

- Exhibit A

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

Please place exception and proposed language in proposal.



- 21. Records. Contractor shall maintain all records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the contractor that are pertinent to this contract for the purpose of making financial and performance audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County to perform site reviews for all delivered services by Contractor. All such records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of related to this contract, whichever date is later. Medical records shall be accurate. Any error in inmate medical records shall be corrected as soon as possible upon receipt of notice of an error by Contractor.

Please place exception and proposed language in proposal.

- 22. Work Product. All work products of the Contractor which result from this contract including all inmate health records (the "work products"), except material previously and mutually identified or created by contractor prior to this contract or created by contractor for general business purposes not specific to county, as confidential or proprietary, shall be provided to County immediately upon request and shall be considered the exclusive property of the County. Under no circumstances will any inmate health record be withheld from County, and inmate health records shall not be considered confidential or proprietary for purposes of this section. Contractor shall maintain copies of all inmate health records, including medication logs, chart notes, prescriptions, health grievances and responses, and any records of treatment or diagnosis on site for a period of not less than two years. In the event that Contractor maintains such records in electronic format, Contractor agrees to provide the County with ongoing read-only access to the records. In addition if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, files formats scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.



Please place exception and proposed language in proposal.

- 24. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

Please place exception and proposed language in proposal.

9. Suggested language modification: Section II.B.8., p. 7: This section provides that the “County will only pay for actual hours worked,” that staffing plans must contain “billing rates,” etc. Would it be acceptable to substitute “hourly wages” for “billing rates?”

You can add hourly rates, but we would like to also see billing rates.

10. Section III.C.2: Will the proposer be responsible for the cost of provided pandemic testing to adult inmates and Sheriff’s Office staff?” If so, how many Sheriff’s Office staff would that entail?

60

11. Section III., p.7: Should auditing costs be included in our pricing, or will it pass through to the County?

Audit costs should be included in your pricing.

12. Exhibit A, p. 15, Suggested Exception: “Wellpath respectfully takes exception to and requests additional discussion of Exhibit A, Page 15 to the extent this provision could be read to make Wellpath responsible for the acts or omissions of any party other than Wellpath, its officers, agents, and/or employees.”

Please place exception and proposed language in proposal.

13. Section A.1, p. 5: Please clarify whether the Jail intends to seek NCCHC *accreditation* and, if so, how soon? (Note: The NCCHC accreditation process could take longer than 12 months and is predicated on NCCHC timing).

Our intention is to seek NCCHC Accreditation, we realize it could take longer than 12 months and will work with proposer to achieve this accreditation as soon as possible.



14. Section F, p. 9: Given the challenges in locating dentists who accept inmate patients, would the County be open to increasing the distance between the dentist and the facility or waiving the requirement?

We realize this could be an issue and we are open to increasing the distance between dentist office and facility.

15. Section A, p. 4: Is the County open to capitation for off-site and pharmacy similar to the current contract? If so, does the County have a preference as to the CAP limits?

Yes, we are open to CAP Limits. We would like the proposer to suggest cap limits.

16. Section S.2, p. 15: Please clarify the proposer's requirements for providing wireless service in the Jail related to the introduction of electronic medical records.

The county will provide a wireless network for vendor to use.

17. Section 8.c.c., p. 7: Please clarify staffing penalties. Is it the intent of the CCSO to be reimbursed for any unfilled positions?

Yes.

Thank you for giving us this opportunity to continue providing your inmates' healthcare needs.

Sincerely,



John Roth
Director of Partnership Services
Wellpath LLC
817-996-2663

