



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Dawn M. Rago, Senior Buyer
5204 Bernard Drive SW, Suite 300 F
Roanoke VA 24018
(540) 283-8150
(540) 561-2827 – Fax
drago@roanokecountyva.gov

March 21, 2024

RFP #2024-055

Healthcare for the Inmates of the WVRJA

ADDENDUM NO. 3

Questions Combined and Contract Amendments
Due Date & Time:
Tuesday, April 2, 2024, 2:00PM
(Local Prevailing Time)

**Addendum No. 3
RFP 2024-055
Healthcare for Inmates of the WVRJA**

1. The attachments are questions verbatim.
2. Attached are also Amendments to the current Contract.

REQUIRED

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

Sign Name:

Print Name:

Date:

Company

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

1. Does the site have any contracts with hospitals or specialists? If so, please disclose and provide any special arrangements (formal or informal) or contracts with local hospitals, specialty and/or ancillary providers regarding inmate services, along with any amendments and attachments. **No contracts are in place, but Carilion Roanoke Memorial is the primary choice due to their on-site police presence and charity care.**
2. **Please provide a list of the current offsite healthcare delivery network.**
3. Please provide a list of any telehealth equipment currently available, where the equipment is utilized, and what services/specialties are provided at this time? **Telehealth is utilized by the Mental Health provider and the contractor provides the equipment.**
4. Will hours of service delivered via tele-medicine and tele-psychiatry, count towards contract provider hours? **No, unless otherwise enumerated in the contract such as tele-psychiatry.**
5. Will the Vendor be responsible for contracting with an ambulance service, or will the vendor use a County system? **Use the county System and not billed to site**
6. Please confirm the schedules of the following staff members:
 - a. Correctional Staff: 8 hours, 12 hours, or a combination of both. **It is a combination of both**
 - b. Please provide a breakdown of the positions that work both, if a combination exists. **This is at the discretion of the vendor.**
7. Does the Jail currently provide tablets or kiosks at the facility for inmate use? **Yes, but we do not have health services requests on the tablet system.**
8. Is the Jail interested in implementing a Medication Assisted Treatment (MAT) program? Will it be for induction and/or maintenance? **We are currently operating an MAT program**
9. Please provide dates and outcomes of any accreditation surveys (ACA, NCCHC, AJA, DOC, etc.) within the last five years.

ACA: 05/2021-passed

DOC: 2023-passed
10. Please provide the number of AED located throughout the facility as well as who is responsible for checking the equipment, frequency of checks, as well as who is financially responsible for the disposable supplies associated with equipment upkeep (pads/batteries)? **There are a total of (12) AED's. The vendor is responsible for checking the equipment, as well as being financial responsible for the disposable supplies associated with the equipment upkeep (pads/batteries).**
11. What is the average number of female patients housed at the adult detention center? **An average of (170) females have been housed at the jail. (based off of Feb'24 Stats)**

12. Is the vendor responsible for providing interpreter services for non-English speaking inmates? **No. This is provided by WVRJ.**
13. Are there any special requirements for contract medical staff entering the facility such as clear bags, no cell phones, required searches, or any similar security measures? **Clear bags, no cell phones and subject to search at any given time.**
14. Are security rounds/counts conducted electronically or via paper logs? **Electronically**
15. Are staggered fifteen-minute watches documented electronically or via paper logs? **Paper log**
16. Who is responsible for the maintenance, inspection, and licensing of the dental x-ray equipment? **Contractor**
17. What is the average time for new employee clearance process to be complete? **1 week**
18. Does the agency currently use any third-party administrators (examples could be Anthem, Aetna, Cigna, and others) for inmate related healthcare claims? **Current vendor provides all claims services**
19. Is there a hospital, or health system, that the agency requires the vendor to use for security reasons/preferences? **Carilion Roanoke Memorial Hospital.**

Pricing:

20. Please describe how offsite services will be handled. Who will be responsible for the coordination and cost of offsite services? **Medical will coordinate the scheduling of off-site appointments and cost is the responsibility of WVRJ for all medical necessary care. Inmate is responsible for non-medically necessary care.**
21. Please identify the number of ICE, Federal detainees, or DOC inmates at the facility.
ICE - 1
Federal detainees - 110
DOC inmates at the facility - 0
22. 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:
 - a. Oral Surgery **Offsite**
 - b. Optometry **Offsite**
 - c. Laboratory **On-Site Labcorp**
 - d. Fluoroscopy **Offsite Carilion Imaging**
 - e. Mammography **Offsite Carilion Imaging**
 - f. Physical Therapy **Offsite Carilion**
 - g. Chronic Care Clinics (please specify which clinics and frequency)

- h. Specialty Clinics (please specify which clinics and frequency) **N/A**
- i. OB/Prenatal care **Offsite Carilion**
- j. Medication Assisted Treatments (Community or other contracted providers) **MAT is done in-house**

23. Please provide the current employees' hourly rates and/or salaries by discipline (MD, RN, LPN, etc.) at the facility. Also, please provide years of service or hire dates. **Proprietary info of current vendor**

24. **Please provide the amounts relating to staffing withholds or performance withholds incurred by the incumbent by year for the last three years.**

25. **Please provide the DOLLARS spent on offsite services for by year for the last three years by the categories below, at your facility:**

- Hospitalization **WVRJ is financial responsible**
- Emergency room visits **WVRJ is financial responsible**
- Specialty visits **WVRJ is financial responsible**
- Outpatient surgeries **WVRJ is financial responsible**
- Diagnostics **WVRJ is financial responsible**

26. Please provide the offsite EVENTS for by year for the last three years by the categories below, at your facility: **See Stats provided Figure 3**

- Hospital days
- Hospital admissions
- Emergency room visits
- Specialty visits
- Outpatient surgeries
- Diagnostics

27. Please provide the following by year for the last three contract years for your facility:

- a. Average monthly number of patients on HIV medications

2021 – 13 inmates on HIV per year

2022 – 15 inmates on HIV per year

2023 – 18 inmates on HIV per year

- b. Average monthly number of patients on psychotropic medications

2021 ~ 126 (annual average)

2022 ~119 (annual average)

2023 ~ 106 (annual average)

- c. Average monthly number of patients on hepatitis medications **3 patients per year**
- d. Average monthly number of patients on blood products relating to hemophilia **none**
- e. HIV medications dollars

2021 - \$135,035.53

2022 - \$167,676.14

2023 - \$259,855.96

- f. Psychotropic medications dollars

2021 - \$167,516.91

2022 - \$165,750.14

2023 - \$141,175.20

- g. Hepatitis medications dollars

2021 - \$15,844.90

2022 - \$48,014.70

2023 - \$101,270.75

- h. Blood products relating to hemophilia dollars **None**

28. **Will vendors be financially responsible for:**

- **prior to booking cases,**
- **bedside bookings, or**
- **pre-existing conditions?**

29. Please provide the TOTAL dollars spent on pharmacy at your facility by year for the last three years.

a. **Medical**

- 2021 - \$358,327.12
- 2022 - \$405,935.06
- 2023 - \$709,235.15

b. **Psychiatric**

- 2021 - \$167,516.91
- 2022 - \$165,750.14
- 2023 - \$141,175.20

30. Is biomedical waste managed by the jail or the vendor? Who is the current Biomedical waste provider? **Vendor**

31. Who is responsible for the disposal/shredding of discarded PHI? **Vendor**

Pharmaceutical:

32. How many prescriptions per month on average are ordered for the inmates at the facility? **1624**

33. What percentage of your medications ordered each month is stock vs. patient specific prescriptions? **Currently 100% patient specific**

34. What are the pricing terms of your current pharmacy agreement? (i.e. average wholesale price less a discount, or acquisition cost plus a dispensing fee, etc.). **Cost plus a dispensing fee of \$2.45**

35. Please provide three (3) years of drug utilization at the facility preferably in an electronic format. **Attached please find their top 50 most utilized medications for 2023.**

36. Of inmates receiving Hepatitis C treatment, what is the nature of the treatment? **Patient is receiving treatment upon booking, treatment continues while incarcerated. If they are diagnosed during incarceration, they are monitored through CCC.**

37. How are current medication orders being transcribed to pharmacy? **Electronically**

38. How are medications delivered and dispensed: patient-specific or stock/pill line? **Patient specific**

39. Is there a self-administration or “keep-on-person” (KOP) medication system? If so, please provide a list of KOP medications approved by facility. **No KOP medications**

40. Please provide the number of prescriptions per inmate at the facility. **2.5**

41. Does your current pharmacy provider offer drug destruction for outdated/expired drugs? If so, please describe the destruction policy. **Facility sends back drugs to be destroyed and the pharmacy uses a reverse distributor to destroy medications.**

42. Does your current pharmacy provider offer monthly/quarterly pharmacy consultation/inspection? If so, please describe? **Quarterly inspections and monthly P&T meetings**

43. Does your facility have a DEA License? If so, whose name is under licensure? **Yes – WVRJ/HSA**

44. Does your facility have a current state pharmacy license? If so, whose name is under licensure? **Yes – WVRJ/HSA**

45. Where are inmate's personal medications kept upon booking? **They are given to the intake nurse and maintained by Vendor**

46. The RFP mentions Westwood but are we required to use this vendor for pharmacy? **Yes, the pharmacy is a separate contract directly with WVRJ**

47. Please provide all terms and conditions regarding purchases, returns, and management fees that will be applied regarding pharmacy vendor. **Pharmacy contract is between WVRJ and Westwood.**

48. How many inmates receive MAT? **53** What MAT drugs are being utilized? **Burprenorphine, Suboxone, Subutex, Sublocaide, Vivitrol.**

Behavioral Health:

49. How many completed suicides took place at your facility in the past 2 years? **None**

50. How many persons on average per month have been placed on suicide precaution over the past year? **38**

51. How many persons are currently receiving psychotropic medications per month?

- a. **2021 ~ 126 (annual average)**
- b. **2022 ~119 (annual average)**
- c. **2023 ~ 106 (annual average)**

52. How many persons are currently receiving anti-psychotic medications per month? **1259 inmates in the year 2023**

53. How many persons are currently receiving mood-stabilizing medications (Lithium, Depakote, Lamictal etc.) per month? **126 inmates in the year 2023**

54. How many group therapy sessions are provided per week by the current vendor? **None**

55. How many patients were sent to the state mental hospital from your facility in the past year? **Six**

56. How many patients required placement in some sort of restraint device in the past 6 months? **2**

57. Is it the responsibility of the officers to provide direct observation and/or 15-minute checks and logs on all patients placed in suicide watch? **Yes**

Discharge Planning:

58. How are medications currently made available to inmates upon release from the correctional facility? **Inmates are released with their current prescriptions.**

59. Does the Jail'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 the facility? Please describe the process. **No.**

60. What is the percentage and number of inmates with estimated release dates? **27.8% of the inmate population have an estimated release date.** Are those inmates predominantly sentenced? **Yes**

61. How many planned or predicted releases occur each day? **9.5 releases per day.**
62. Please provide a description including average daily enrollment of your inmate substance abuse education, cognitive behavioral classes, and other inmate programs. **Will be provided to awarded vendor**

Electronic Medical Records (EMR):

63. Please provide the name of the current EMR provider. **CorEMR**
64. Are records currently paper, electronic or both at your facility? **Both.** Please describe. **Inmate records start as paper and are scanned into their chart. Various logs are kept via paper.**
65. What are the data requirements upon termination of the current vendor:
 - Data to be provided and in what format,
 - System availability during transition, and
 - **Time requirement of data availability. The EHR contract is between WVRJ, this is not applicable.**
66. Is the current records system a combination of electronic and paper records? **Both** If so:
 - **What records are electronic? CorEMR**
 - **What records are paper? Various logs are kept via paper.**
67. Will the existing facility network be available for EMR connectivity? **Yes**
68. What interfaces are currently in place, if any:
 - **JMS, Yes**
 - **Lab, No**
 - **Pharmacy, or No**
 - **Other. No**
69. Will the current JMS, as well as planned future JMS, vendor/manager allow integration with vendor provided electronic medical record? **Yes, but there is no plan to move away from the current EHR**
70. What is the current JMS system? **Viapath**
71. Can the EMR be installed on existing jail hardware? **Yes**
72. Can the EMR be installed on existing jail hardware with upgrades? **Yes**
73. Should servers be proposed as a stand-alone system? **Yes**
74. Does the existing jail data center/computer room have space available for any or all of the above? **Yes**

75. Will the Jail pay the cost of facility improvements for the EMR through:
 - Cable and wireless connections: No, or
 - Additional power requirements for server and rack installation. No
76. Will the Jail assume responsibility of performing routine back-ups and offsite storage of back-ups? Yes.
77. Do you use any tools or guides to ensure the staffing is sufficient? If yes, what current tools are in use? Staffing Matrix. Is the Jail open to vendor-developed tools to help manage staffing levels? Yes.
78. Will the Jail allow for secure off-site cloud-based backup? Yes.
79. What mobile devices and peripherals are currently in use at the facility? Laptops

Risk Management

80. How many medical malpractice and/or civil rights lawsuits have been filed against the jail's healthcare provider related to the services rendered at the facility in the past five (5) years? 4
81. Does your facility currently operate under a consent decree, have a contract monitor or similar oversight? If yes, please describe in greater detail. No consent decrees or other court ordered oversight. WVRJ employs a Contract Monitor to ensure compliance with contract and regulations.
82. Please list all vendors who attended the Mandatory Pre-Proposal Conference March 6th: Will be provided

Pg. 12, 3.3.1. Offeror's Work Plan Services.

- Actions the Offeror will take to start up and provide ongoing Comprehensive Inmate Health and Mental Health Services for Western Virginia Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Comprehensive Inmate Health and Mental Health Services. Please confirm that WVRJ is looking for a transition/ implementation plan as an attachment when referring to the project schedule. **Yes, the transition plan needs to be included.**

Pg. 13, 4. OFFEROR PARTICIPANT CONSIDERATIONS Please confirm that this section does not require a response and that we need to demonstrate these characteristics throughout our response. **Documentation for each bullet is required.**

Pg. 13. 4.1 through 4.6

These sections follow 3.5. Section Five - Technology Enhancements and Other Services in the RFP. Do they need to be labeled "Section 6" and so on, or can they just be placed after section 5 and labeled accordingly (4.1, 4.2, etc.) Please clarify where the responses to these items should be placed. **They should be labeled as Section 5.**

Pg. 16 on, 5. Scope of Services through 9. Miscellaneous Please confirm that you do not require a response to these sections if the items are addressed in the work plan/ approach and that an overall compliance is sufficient. **Section 5 does not require a documented response.**

Pg. 16. 6.1.2. 1.1. When was the last ACA audit? 05/2021

Pg. 18. 6.3.2 How many vacancies has the contractor needed to fill over the past year? 36

Pg. 18. 6.3.3 and 6.3.4 How many agency (third party) staff have been utilized over the past year to fill the vacancies? 5

Pg. 19. 6.4.2 How many performance penalties have been paid over the past year for the following:

- 14-day health assessment 0
- 15-day restricted housing assessments 0
- Receiving screenings that were not completed within 4 hours of booking. 2,140 from June 1, 2022 through February 29, 2024
- Annual H&P incomplete 0
- Annual Dental not completed 0
- Sick call not being triaged face to face within 24 hours. 0
- Mental health evaluations not completed within 0

Pg. 36. 7.13.7 Who is financially responsible for pharmacy services. WVRJ

Pg. 27. 7.3 1. How long has the current HSA held that position? Since 11/6/2023

Proposed staffing Is the contractor responsible for maintaining the grant funded position? Are the employees of the jail or the contractor? GRANT FUNDED LPN is Contracted Employee through Medical Vendor

1. How long has the current DON held that position? 1 month

The physiatrist is allotted 4 hours weekly. Are these on site or telemedicine? Telemedicine

Who is financially responsible for off-site medical services? WVRJ

Of the 40 hours allotted for the psych NP how many are on site and how many are telemedicine? All On-Site

Financial responsibility for the following:

- X-ray Contractor
- Laboratory Services Contractor
- Supplies Contractor

1. Can we provide alternate staffing plans? Yes
2. There are (2) matrices provided, on is preferred but MAT not grant funded in that one, do we propose costs for both? Please submit with MAT Grant funded LPN and MAT Medical Director
3. Can we convert to (8) hour shifts? Contractor is permitted to submit as an option
4. Are the staff unionized? No, there is no union staff.
5. Can we add additional staff for counseling aspect of the MAT program? Re-entry Coordinator? No, jail has staffing for this need.
6. Are there any withdrawal protocols for MAT? Yes, contractor is responsible for having a protocol
7. What type of UDS testing is being performed? 10 Panel.
8. Who is the current contract monitor? Danna Yates, Dynamic Medical Works.
9. Currently the facility is ACA accredited, please provide the date of the last accreditation. 05/2021
10. Section 4.5- as we are not the incumbent, can we name someone from our corporate office as the proposed interim Project Manager and change to HSA when the contract is awarded and the HSA is on boarded? Potentially.
- 11.6.4.1.-to ensure we minimally maintain current rates, can we get current pay rates for the staff? This is proprietary info of the current vendor.
12. Please provide current vacancies and how long the position(S) has been vacant. 6.4 FTE RN, 1.45 FTE MHP, 1.2 CMT
13. What is the current turnover rate? 3.41
14. What role does the mental health team play during the intake process? Must meet DOC and ACA mental health standards.
15. Will the successful vendor be responsible for the phones and/or phone lines? No. WVRJ provides.
16. Would the county be willing to open to the vendor's website on their firewall? Yes.
17. Does the current vendor have their own internet circuit/network? No.

Question #1 Quantity Dispensed at WVRJ

Item 10.30. on page 87 of the RFP requires the winning medical vendor to assist WVRJ in preparing for the next RFP once the contract term is up. Specifically, 10.30.3 requires the medical vendor to produce “a listing including quantity dispensed and drug name, for pharmaceuticals dispensed during designated calendar years.”

- If WVRJ has this same requirement in your current healthcare services contract, can that pharmaceutical data for calendar year 2022 and 2023 please be provided to all prospective bidders as an addendum? **The successful bidder can have access to this information.**

Question #2

- Is CorEMR currently utilized for electronic prescription order entry and eMAR? **Yes.**
- Is your current version of CorEMR EPCS certified for transmission of controlled substance prescriptions to the pharmacy vendor? **Yes.**

Question #3

RFP Page 10, Section 2 states, “Firms responding to this RFP must have a proven and verifiable record of providing Comprehensive inmate Health and Mental Health Services **or Pharmaceutical Services** with a comparable size agency and scope of operations.”

- Please confirm that pharmacy dispensing services are contracted separately and not are a requirement or the cost liability of potential respondents to this RFP. **Westwood is contracted separately.**

Question #4

RFP Page 38, Section 7.14.4 states, “The Contractor shall establish a stock supply of commonly used medications (over-the-counter, legend and controlled substances) for administration to inmates prior to receipt of their actual patient-specific prescription.”

- Does the WVRJ currently have a Board of Pharmacy CSR Permit to house stock legend medications in bulk manufacturer bottles or blister card packaging? **Stock medications for OTC's, Patient specific for inmate medication.**

Question #5 - Electronic Reconciliation

Many correctional institutions within the industry are using electronic check-in and return programs for inventory management. Manual daily order check-in and return processing time can be decreased by up to 75%, medication diversion potential is virtually eliminated, and WVRJ will have full accountability of all medications received by, and returned from, your facility for accounting purposes.

- What is the name of your barcode electronic order reconciliation (check-in) and medication return management system that is provided by your current pharmacy vendor for medical vendors to utilize for medication reconciliation? **CorEMR and Westwood Pharmacy.**

Question #6 - Online Reporting Access

Many correctional institutions within the industry have fingertip access to meaningful and actionable electronic reporting. Analyzing prescriber ordering trends and expenditures to better manage facility operations is critical to your administrative team and dependent upon reliable and accurate reporting.

- What is the name of the current online reporting dashboard provided by your pharmacy vendor that will provide medical vendors access to medication reporting? **All requested data is provided by the pharmacy vendor at the client's request.**

1. Who are the members of the proposal evaluation committee?

Superintendent	Deputy Superintendent	Services Major
Services Captain	PSU Lieutenant	

2. Will there be an opportunity to ask additional or clarifying questions? **Only during interviews**

3. Please confirm the county wishes to receive a 48 month legal action disclosure. **Yes**

4. Accreditation Penalties:

- a. Paragraph 6.1.1 indicates "A penalty of \$10,000 per month may be assessed by WVRJ for failure to achieve and maintain accreditation." Please confirm if a penalty will still be assessed if failure to achieve or maintain accreditation is not a result of the contractor's actions. **If the WVRJ's contractor is responsible for the failure to achieve and or maintain an accreditation, the penalty will be assessed.**
- b. Paragraph 6.12 indicates that "A penalty of \$10,000 per month may be assessed by WVRJ for failure to maintain accreditation." Please confirm if a penalty will still be assessed if failure to achieve or maintain accreditation is not a result of the contractor's actions. **If the WVRJ's contractor is responsible for the failure to achieve and or maintain an accreditation, the penalty will be assessed.**

5. Please confirm the ADP to be used for staffing and pricing. **646**

6. Staffing: Does the facility have any current vacancies in custodial staffing that could impact the delivery of healthcare to patients? (i.e. delayed medication passing or hindering the ability to transport patients to health clinics within the facility or for off-site treatment). **No**

7. Medication-Assisted Treatment:

- a. Do you currently induct new patients into MAT at the facility prior to discharge? **No**
 - i. If you are not currently inducting new patients into MAT, are you interested in providing induction service going forward? **No**
- b. Please provide the percentage of intakes who enter the facility on a verified MAT program in the community. **32%**
- c. Please provide the percentage of intakes diagnosed with opioid use disorder (OUD). **66%**
- d. Do you have grant funding for MAT? **Yes**
 - i. If so, please provide details. **Employment positions and medication**
- e. What is your anticipated budget for MAT? **Budget is based on grant funding and will be made available to selected bidder. WVRJ is responsible for medication.**
 - i. Have you considered costs other than staffing, such as medications, drug screens, labs, supplies, and additional custody staff? **Yes**

1. RFP Section 5.3. Statistics states, “An overview of statistical data for primary medical services will be given out at the mandatory pre-bid conference.” We did not receive a copy of this information at the pre- bid conference. Can the WVRJ please provide this overview of statistical data? See attached.
2. RFP Section 9.15 Mandatory Use of WVRJ Forms and Terms and Conditions states, “Failure to submit a proposal on the official WVRJ form provided for that purpose may be a cause for rejection of the proposal.” Please provide the following clarification on this topic.
 - a. Please provide the “official WVRJ form” referenced in this section.
 - b. Please confirm that if a bidder submits a binder responding to RFP requirements listed in Section 3 Proposal Format, the bidder will not be in violation of RFP Section 9.15 Mandatory Use of WVRJ Forms and Terms and Conditions. Please disregard Official WVRJ Forms and follow terms and conditions in the RFP and contract sample. Bid will not be rejected for failing to use WVRJ forms.
3. We notice a significant discrepancy in the RFP’s requirements for the number of proposal copies to submit. The RFP’s cover page requires, “One (1) original... and **Five (5) exact duplicates** of the Sealed Proposal.” But Item C on Page 89 states, “Please also provide **six (6) identical copies** of the entire proposal for evaluation.” Please clarify if the WVRJ wants (a) five or (b) six identical copies of the original proposal.
Vendor must submit 6 identical copies of the proposal.
4. We notice a significant discrepancy in the RFP’s requirements for how to submit the redacted version of the proposal. The RFP’s cover page requires, “**two (2) electronic USB Flash Drives, one as submitted, and one redacted to remove all confidential and proprietary material...**”. But Item C on Page 89 states, “**A (as in a single) removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one redacted to remove all confidential and proprietary material.**” Please clarify if the WVRJ wants the redacted proposal (a) on its own flash drive, per the cover page or (b) on the same flash drive as the non-redacted proposal, per Page 89. Please provide on the same flash drive as the non-redacted proposal, per Page 89.
5. We have read the description of the WVRJ solicitation process in RFP Section 3.7. Evaluation and Selection, but to ensure that we are interpreting them correctly, please confirm that bidders **should not include any pricing information** in the initial proposals due on March 29. Bidders should not include any pricing information in the initial proposals due on March 29. **Bidders do not need to provide pricing information in initial proposals.**
6. Please provide a copy of the current Western Virginia Regional Jail (WVRJ) health services contract, including any exhibits, attachments, and amendments. **Will be made available with all RFP documents**
7. Is the WVRJ currently subject to any court orders or legal directives? If “yes,” please provide copies of the order/directive. **NO**
8. With regard to lawsuits (frivolous or otherwise) pertaining to inmate health care:
 - a. How many have been filed against the WVRJ and/or the incumbent health care provider in the last three years? **4**
 - b. How many have been settled in that timeframe? **1 was dismissed, 3 pending**
9. Please provide the following data regarding the size of the inmate population.
 - a. Three years’ worth of facility-specific historical data

2022 ADP: 773

2023 ADP: 608

b. Five-year population projections We have not projected a five year ADP, WVRJ projects an ADP of 644 in FY2025

10. RFP Section 7.48 Inmates from Outside Agencies states, “WVRJ houses in its facilities, inmates for various outside agencies which include the Federal Government, States other than Virginia, Counties, Cities and Regional Jails in Virginia.” Are these inmates included in the population statistics provided in the RFP? Yes.

11. **Please provide two years' worth of historical data on the number of WVRJ intakes.**
2022 – 3,029
2023 – 3,449

12. We understand from the RFP that the facility is currently accredited by the American Correctional Association (ACA). Please provide the following information on this topic.

- Most recent accreditation date for the facility 05/2021
- Copy of most recent accreditation audit report for the facility. This will be available to the awarded Vendor.

13. We see that the RFP's two proposed staffing plans include a larger number of FTEs than required by the current contract. Can the WVRJ please discuss the rationale that necessitated these increased coverage levels? This is based on the decision of the vendor

Please provide a listing of any current health service vacancies, by position.

6.4 FTE RN
1.45 FTE MHP
1.2 CMT

14. Please confirm that if the awarded vendor retains existing health care staff who are already credentialed, those incumbent staff will not need to go through the credentialing all over again with the new vendor. Any staff retained that is credentialed will not have to repeat credentialing.

15. Are any members of the current health service workforce unionized? If yes, please provide the following. No.

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

16. Please confirm that labor hours in the following categories will count toward any “hours provided” requirements of the contract. Yes

- Time spent by health care staff in orientation, in-service training, and continuing education classes Yes
- Overtime hours Yes
- Agency hours Yes
- Approved paid-time-off Yes

17. RFP Section 7.15. Office Furnishings and Medical Equipment refers to a “Figure 2 – Office Furnishings and Medical Equipment” that contains a list of WVRJ-owned office furnishings and medical equipment that will be available for use by the selected contractor. However, we cannot locate this document in the RFP materials. Can you please provide Figure 2? Please see attached

Figure 2: File name Figure 2 2024-055 Equipment and Furnishings

18. Does the WVRJ maintain any full-time information technology (IT) staff at any of its facilities? Yes If not, please describe any WVRJ IT resources that would be able to assist with hardware/software tasks that need to be performed hands-on, in person at a facility. **Yes, there is 24 hour IT coverage.**
19. Please provide the name and version of the offender management system software currently in use at the WVRJ. Does the WVRJ have any plans to change to a different system within the next few years? **OMS**
20. With regard to health care staff accessing the WVRJ network, please provide the following information.
 - a. Currently, are the computers used by health care staff on (a) the WVRJ network or (b) a private network supplied by the health care vendor? **WVRJ Network**
 - b. Will this scenario continue under the new contract? **Yes**
 - c. Will the WVRJ permit the incoming health care vendor to utilize existing network infrastructure at the facilities, e.g., wiring, switches, etc.? **Current infrastructure is in place to access all internet needs.**
 - d. Who is financially responsible for network upgrades, additions, or expansions necessary to support the WVRJ inmate health care program? **Refer to current contract.**
21. With regard to health care staff accessing the Internet:
 - a. Do vendor staff access the Internet through (i) a WVRJ network or (ii) the vendor's network? **WVRJ Network**
 - b. Please describe how this currently happens, i.e., what type of hardware, wiring, and connectivity is in place.
 - c. Who (WVRJ or vendor) is financially responsible for this hardware, wiring, and connectivity? **Refer to current contract.**
 - d. Who (WVRJ or vendor) will be financially responsible for any necessary upgrades or expansions for this hardware, wiring, and connectivity? **Refer to current contract.**
22. Is there currently WiFi capability within the WVRJ? Limited
 - a. If "yes," who is providing this capability, (a) the incumbent vendor or (b) the WVRJ? **WVRJ**
 - b. What hardware is utilized to provide the WiFi capability? **WVRJ Access Points**
 - c. How many wireless access points exist within each facility? **Only coverage for medical and Intake**
23. With regard to timeclocks or other timekeeping devices, please provide the following information.
 - a. The number of timeclocks in place at the WVRJ. **Vendor responsibility**
 - b. Where in the buildings they are located (for example, in the lobbies, at the security sally ports, in the medical units, etc.) **Located in Medical Unit**
 - c. Will the WVRJ allow the incoming Contractor connect its timeclocks to the WVRJ network? **Possibly**
24. We understand from the RFP that the WVRJ currently utilizes the CorEMR electronic health record (EHR). Please provide the following information on this topic.
 - a. What version of the EHR is in place? **CorEMR 5.5**
 - b. Where and by what company/agency is the EHR currently hosted?
 - c. Under the new contract, who will be financially responsible for the cost of hosting CorEMR? **WVRJ**
 - d. Will the WVRJ allow authorized providers and other staff not located onsite at the WVRJ to have remote access to the EHR? **Must submit proposal**

e. What interfaces are currently in place with CorEMR, for example, the Offender Management System, the current pharmacy subcontractor, the current lab services contractor, etc.? **The Offender Management System**

25. Does the WVRJ currently utilize telehealth? **Yes, tele-psychiatry.** If so, please provide the following information.

- Description of any equipment that will remain in place for the new vendor to use **All Equipment will remain**
- Description of the telehealth connectivity (network) that will remain in place for the new vendor to use Tele Psych is done via laptop that is connected to the internet via
- The type of telehealth clinic (e.g., tele psychiatry, telecardiology, etc.) **tele psychiatry**
- How often each telehealth clinic is currently conducted (e.g., weekly, monthly, as-needed, etc.) **Weekly**
- The length of each telehealth clinic currently conducted (e.g., day, half-day, etc.) **4 hours per week**
- The average number of patients in each telehealth clinic **Telehealth is only used for Tele-Psych as needed and for 4 hrs of Psychiatry.**
- The name and contact information for the tele-provider who conducts each telehealth clinic **This is vendor proprietary information.**

26. What laboratory subcontractor does your current health care vendor use for lab services, e.g., LabCorp, Garcia, Bio-Reference, etc.? **LabCorp**

27. Are any x-ray services currently provided onsite? If “yes,” is this done (a) with permanent WVRJ-owned x- ray equipment or (b) through a mobile radiology vendor (PLEASE IDENTIFY VENDOR)? Yes, through a mobile radiology vendor. **Proprietary info of current vendor and part of their base contract.**

28. Are any dental services currently provided onsite? If “yes,” is this done (a) with permanent WVRJ -owned dental equipment or (b) through a mobile dentistry practice (PLEASE IDENTIFY DENTAL PRACTICE)? **Yes, with permanent WVRJ -owned dental equipment.**

29. Are any optometry services currently provided onsite? If “yes,” is this done (a) with permanent WVRJ - owned optometry equipment or (b) through a mobile optometry vendor (PLEASE IDENTIFY VENDOR)? **Basic visual acuity is conducted on-site, all other optometry services are currently scheduled as off-site appointments.**

30. Are any dialysis services currently provided onsite? If “yes,” is this done (a) with permanent WVRJ -owned dialysis equipment or (b) through a mobile dialysis vendor (PLEASE IDENTIFY VENDOR)? **No. Dialysis is scheduled off-site.**

31. Which hospital(s) is used most frequently by the WVRJ? **Carilion Roanoke Memorial Hospital**

32. Does the WVRJ participate in any programs or legislation (e.g., the Affordable Care Act, Medicaid expansion, State law, etc.) that mandate special discounts for inpatient care for WVRJ patients? If “yes,” please provide the following information. **Yes**

- Name and brief description of the program Medicaid – **this is applied for when an individual is admitted to the hospital.**
- What services are discounted under the program?
- Who is responsible for enrolling WVRJ patients in the program? **Coordinator at Carilion Roanoke Memorial Hospital.**
- Please provide the current processes and timeframes for (a) enrollment in the program and (b) payment at the program’s discounted rates. **This is Vendor specific**

33. With regard to any specialty care clinics currently conducted onsite at the WVRJ, please provide the following information. **Specialty care clinics are currently scheduled as off-site appointments.**

- The type of specialty clinic (e.g., orthopedics, neurology, etc.)
- How often each specialty clinic is currently conducted (e.g., weekly, monthly, as-needed, etc.)
- The length of each specialty clinic currently conducted (e.g., day, half-day, etc.)
- The average number of patients in each specialty clinic
- The name and contact information for the provider who operates each specialty clinic

34. Please identify the number, type, and timeframes of any backlogs (chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the WVRJ.

Please see Medical Statistics attached.

35. Please provide the following information about any medical, behavioral health, or other special needs units (infirmary, addiction recovery, sex offender, geriatric, skilled nursing, hospice, etc.) at the WVRJ. **WVRJ Seeks recommendations from bidders**

- Type of each unit
- Location of each unit
- Capacity of each unit
- Average occupancy of each unit
- Staffing for each unit
- Type of services/Acuity able to be handled in each unit

36. For each of the past 36 months, please provide the following mental health data. **Please see Medical Statistics attached.**

- Number of inmates on suicide watch each month
- Number of suicide attempts
- Number of successful suicides
- Number of self-injurious behavior incidents

37. With regard to Medication-Assisted Treatment (MAT)/ Medications for Opioid Use Disorder (MOUD) programs, please provide the following information.

- Please describe any MAT/MOUD program that the WVRJ currently has in place. **MAT Phase One (continuation) – Annual Grant approved for 6/2024 – 5/2025**
- Who will be financially responsible for the cost of MAT/MOUD medications? **Grant funded**
- Please provide the WVRJ's current protocols for determining who receives MAT/MOUD treatment. **MAT program offer phase one (continuation)**

For each of the past two years, please provide the average number of WVRJ patients receiving MAT/MOUD treatment. **2023 to YTD: 211**

- Please indicate which of the three FDA-approved MAT/MOUD drugs the WVRJ currently uses/prescribes in its program(s) and provide a breakdown of how many patients are being prescribed each medication.

Buprenorphine – once daily dosing unless otherwise ordered

Suboxone – once daily unless otherwise ordered

Subutex – once daily unless otherwise ordered (pregnant females will receive Subutex)

Vivitrol - injection given

Sublocade – injection given 7-10 days before the patient is released

- Is the WVRJ currently using any long-acting injectable MAT medications for its incarcerated

patients?

Vivitrol - injection given

Sublocade – injection given 7-10 days before the patient is released

f. Is the WVRJ certified as an Opioid Treatment Program? Responsibility of Vendor for any certifications.

38. RFP Section 7.37. Management of Chemical Dependency states, “The Contractor shall ensure inmates have access to a chemical dependency treatment program.” Please describe how this access is currently provided, e.g., who, where, and how frequently are chemical dependency treatment services provided? Responsibility of Vendor

39. RFP Section 7.14.2. Pharmacy Services states, “At present, an off-site Contractor Westwood Pharmacy, contracted by WVRJ supplies medications which are delivered to WVRJ six days on a weekly basis.” Please provide the following clarifications on this topic. Medications ordered and delivered the next day excluding Sundays. Have a backup pharmacy locally. Stat boxes onsite.

- Will the WVRJ’s arrangement with Westwood Pharmacy remain in place under the contract resulting from RFP #2024-055? Yes
- If “yes,” please confirm that the selected health care vendor will have no financial responsibility for the cost of medications for the WVRJ inmate population. The selected health care vendor will have no financial responsibility for the cost of medications for the WVRJ inmate population.

40. With regard to medication administration.

- Who administers the medications (RNs, LPNs, or other position)? RNs, LPNs and Medication Aides.
- Is the current process: (a) med carts go to the housing units or (b) patients come to the medical unit? Med carts go to the housing units.
- How often does med pass occur each day? Twice daily.
- On average, (a) how many FTEs and (b) how long does it take to perform a med pass? Currently 2 FTEs and it takes on average, 2 +/- hours to conduct med pass.

41. Please provide copies of the following documents. See attached documents. Will be provided to successful bidder. Pharmacy is contracted by WVRJ.

- The drug formulary currently in use
- The most recent pharmacy report
- The lab test formulary currently in use

42. Does the WVRJ currently participate in any 340B pharmacy discount programs? If “yes,” please provide the following information about the program. Pharmacy is contracted by WVRJ.

- What specialties (categories of medication) does the 340B agreement cover, e.g., HIV meds, Hepatitis C, cancer, etc.
- Please identify the Federally Qualified Health Center (FQHC) or other 340B-certified health care entity whose physicians are prescribing the drugs for the current program.
- Which pharmacy is providing the 340B medications?

43. Please identify the relative weight the WVRJ will assign to each scoring components listed in Section 1.11. Proposal Evaluation for Healthcare Services of the RFP. 10% each

44. RFP Section 6.7. Approval requires bidders to provide resumes for the bidder's proposed staff. (“The Contractor shall submit the resumes of the proposed Health Service Administrator, Medical Director, Director of Nursing and Psychiatrist or Director of Mental Health with the response to this RFP.”) This gives the incumbent Vendor a distinct and unfair

advantage. Other bidders will not hire specific individuals for the WVRJ 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 bidders, will the WVRJ accept job descriptions in lieu of actual names and resumes? Yes WVRJ accept job descriptions in lieu of actual names and resumes and WVRJ will reserve the right to approve all key staff positions.

We notice a significant discrepancy in the RFP's reference requirements. RFP Section 4.2.3. Client References states, "Each submission must include a list of **five** client references..." But Exhibit 2 Client References states, "List **ten** client references..." Please clarify which is correct. **Five** references total, ADP of 700 or greater for all references.

45. Conflicting language, data, and specs are often found among the various documents that make up a solicitation. For this RFP, please confirm the latest dated document always holds precedence, so bidders know which information to use in case we identify contradictory or inconsistent data among the original RFP files, addenda, and/or responses to questions. Yes, latest dated document holds precedence.

Additional Questions to Help Us Prepare if We Are Selected for Price Negotiations

46. Please confirm that the WVRJ wants bidders to submit pricing for both the "Proposed Staffing" plan (29.4 FTEs) and the "Preferred Proposed Staffing" plan (32.65 FTEs). Yes, WVRJ wants bidders to submit pricing for both the "Proposed Staffing" plan (29.4 FTEs) and the "Preferred Proposed Staffing" plan (32.65 FTEs). Additionally, Bidder may submit their own matrix suited to their operations.

47. With regard to positions labeled "RSAT Supplement Grant," does the WVRJ wish bidders to include the cost of these FTEs in our pricing? Please submit with MAT Grant funded LPN

48. Please provide (by year) the amounts of any staffing paybacks/credits the WVRJ has assessed against the incumbent vendor over the term of the current contract. **22/23 \$168,653.55 23/24 \$141,015.96**

49. Please provide (by year) the amounts and reasons for any non-staffing penalties/ liquidated damages the WVRJ has assessed against the incumbent vendor over the term of the current contract. **22/23 \$75,200 23/24 \$138,800**

50. RFP Section 6.3.1. Key Personnel states, "*Pay rates shall meet or exceed the pay rates of the current staff or the agreed upon pay rates for each respective position.*" So that vendors can accommodate this requirement, please provide the salaries/wages your incumbent health service Vendor is paying to its staff at the WVRJ. **This is vendor proprietary information**

- How recent is this data?
- What is the source of this data (e.g., State/County records, data from the incumbent Vendor, etc.)?

51. On average, how many WVRJ patients per month receive these types of prescription drugs?

- Psychotropic medications **February 2024 - 385 patients on psych meds**
- Hepatitis C medications **2023 – 6 inmates for the year**
- HIV/AIDS medications **2023 – 18 inmates on HIV per year**
- Medications to treat bleeding disorders (e.g., hemophilia, Von Willebrand disease, etc.) **Currently none**

52. For each of the past 3 years, please provide total spend amounts for the following categories. **WVRJ is financial responsible**

- a. Offsite services
- b. Pharmaceutical expenditures
- c. Laboratory services
- d. Offsite diagnostic (x-ray) services

53. Under the new contract, who will be financially responsible for these items: the WVRJ or the vendor?

- a. Inpatient hospitalization **WVRJ**
- b. Outpatient surgeries **WVRJ**
- c. Other outpatient referrals **WVRJ**
- d. ER visits **WVRJ**
- e. Ambulance transports **WVRJ**
- f. Offsite dialysis **WVRJ**
- g. Offsite diagnostics (lab/x-ray) **WVRJ**
- h. Pharmaceuticals **WVRJ**

54. For each of the past 36 months, please provide statistical data for each of the following categories.
Please see Medical Statistics attached

- a. Number of (offsite) inpatient hospital admissions
- b. Number of (offsite) inpatient 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 ground ambulance transports
- h. Number of air ambulance transports
- i. Number of dialysis treatment

55. With regard to any caps for the contract: Please refer to the current contract and amendments

- a. Please identify the dollar amount of any cap for which the WVRJ wants vendors to submit pricing.
- b. Please identify the amount of any caps in the current contract and describe what is included under them.
- c. For each of the past three years, by how much (if at all) have total WVRJ expenses exceeded the contracted cap amount?

56. Please confirm that costs in the following categories will be included under any cap on offsite care.
Please refer to the current contract and amendments

- a. Inpatient hospitalization
- b. Outpatient surgeries
- c. Other outpatient referrals
- d. ER visits
- e. Ambulance transportation
- f. Offsite dialysis
- g. Offsite diagnostics (lab/x-ray)

57. Will the vendor be financially responsible for any of the following services under the new contract? For any category that will be at the vendor's cost, please provide three years of cost data on the expenses incurred in that category.

- a. Abortions that are not clinically necessary **Patient**
- b. Elective care, i.e., care which if not provided would not (in the opinion of the Medical Director) cause the patient's health to deteriorate or cause the patient definite and/or irreparable physical harm **Patient**
- c. Autopsies **County related**.
- d. Organ, tissue, or other transplant surgery and related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care relating to the transplant **Patient**
- e. Factor and other medications for the treatment of bleeding disorders **Patient**

58. Please provide the formula (or other methodology) the WVRJ will use to evaluate and score vendors' submitted prices. **please refer to RFP instructions on pricing**

59. **RFP Section 7.37. Management of Chemical Dependency** states, "The Contractor shall ensure inmates have access to a chemical dependency treatment program." Should bidders include the cost of such services in our costs? **Please submit with MAT Grant funded LPN and MD based on matrix provided and all medication costs are the responsibility of WVRJ.**

Western Virginia Regional Jail - Questions List

General:

Please provide the below health service statistics (# of patients receiving the service) for the past 3 years: Please see Medical Statistics attached.

Service	2021	2022	2023
Weekenders			
Intake Screenings Conducted			
Deaths Due to Medical Reasons			
Deaths Due to Suicide			
Nurse Sick Calls			
Healthcare Provider Encounters (Doctor and mid-level Providers)			
In-house X-rays			
Medical Observation Unit Admissions			
Medical Infirmary Admissions			
On-site Dental Care Encounters			
Prescription Medications			
On-site specialty clinics, if applicable			
Optometrist			
OB/GYN			
Radiology			
Other (please specify type)			
Patients on HIV medications			

Service	2021	2022	2023
Patients on Hep C medications			
Hepatitis C treatment			
Off-Site Care			
Inpatient hospitalizations			
Dental Visit			
Dialysis			
Emergency Room			
Outpatient Admissions (including surgeries)			
Specialist Office visits			
Other off-site referrals			
Ambulance Transportations			

1. What are the total of males 447 females 162 and US Marshall inmates 89?
2. Please clarify how many total References you require: Section 4.2.3 Client References states to include a “list of five client references providing information described in Exhibit 2 – Client References. Three of the references must be from contracts with jails with average daily inmate population greater than 700.” However, Exhibit 2 says “List ten client references providing information described below. At least five references must be from current contracts with jails with average daily inmate population greater than 700.” – Five references total, ADP of 700 or greater for all references.
3. What on-site specialty services are currently being provided? What are the time/days currently scheduled for each on-site specialty clinic? Mobile Imaging.
4. Section 7.13.9 notes that the Contractor shall provide all bio-hazardous waste services. Can you please clarify if that includes all waste for the entire facility or just the medical unit’s waste? Entire Facility
5. Is the current dialysis services performed on or off site? If onsite, who is the provider? Off-Site-Fresenius

Medical Services:

6. Does WVRJ have a higher number of intakes/admissions on certain days due to the court schedule or transfers from other locations? Fairly consistent from day to day, average 8-10 per day.
7. Are any medical or mental health services currently being provided via Telehealth?
 - If yes, please describe services being provided – Mental Health due to vacancies
8. Does the WVRJ have any current or anticipated court-ordered directives or consent- decrees that inform or impact health care service delivery requirements or expectations? If so, please provide information on any such legal decrees. None.
9. When was the last ACA accreditation date? Are ACA Accreditation results available for review? To awarded vendor, WVRJ has been accredited since 2010.
10. Is there currently a backlog of patients waiting to be seen for any of the healthcare encounter types that are currently required based on your agreement with your current vendor? None.
 - If so, please provide the current backlog for each of the following categories:
 - Mental health (including psychiatrist visit or mental health clinicians) None
 - Primary care (nurse practitioner or physician) None
 - Dental None
11. How long will the grant-funded staffing for the MAT program continue?
 - MAT Medical Director – It is an annual grant, and is approved for June 2024 – May 2025
 - MAT LPN - It is an annual grant, and is approved for June 2024 – May 2025
12. Does your MAT program offer phase one (continuation) and/or phase two (induction).? Continuation only.
13. How many have gone through the MAT/MOUD Programming in 2023 and YTD 2024: 2023 to YTD: 211.
14. What type of medications are currently used for your MAT/MOUD program? Buprenorphine –once daily unless otherwise ordered. Suboxone – once daily unless otherwise ordered. Subutex – once daily unless otherwise ordered (pregnant females will receive Subutex). Sublocaide – injection given 7-10 days before the patient is released. Vivitrol – injection given.
15. Is there an infirmary beds and/or medical observation beds? Medical Restricted Housing
 - If yes, # of infirmary beds _____ 0 # of medical observation beds 16

Financial:

16. What is the ADP number that will be used when developing financial pricing and staffing levels? **600-675**
17. Can we get a current copy of your medical contract and any addendums, amendments, etc.? **See attachment.**
18. Is there currently a cap/cost pool based in your agreement with your current vendor? **Please refer to the current contract and amendments.**
19. If yes, please tell us what is included in the cost pool? (Examples: off site visits, pharmacy (HIV meds, Hep C meds, blood factors), ambulance transportation, medical supplies, etc.)? Please refer to the current contract and amendments.
 - If there is a cost pool, please share the amount of what is the maximum financial responsibility of your current vendor: **Please refer to the current contract and amendments.**
 - If yes, did WVRJ end up spending more money than the cost pool allotted for 2022 and 2023? If yes, please provide us with the dollar amount for 2022 and 2023.: **WVRJ's only additional costs were for onsite dialysis, all costs passed through to WRVJ and were the responsibility of the current medical vendor.**
20. Currently who is responsible for the following costs (Contractor or County/Facility):
 - a. Pharmaceuticals **WVRJ**
Please specify for certain types of medications such as HIV, Hep C, blood factors or etc.: **See Formulary**
 - b. On-site Laboratory Services: **Proprietary info of current vendor, and part of their base contract**
 - c. On-site X-rays: **Proprietary info of current vendor, and part of their base contract**
 - d. Offsite specialty visits: **Only costs for dialysis, 100% of which were passed through to WVRJ.**
 - e. Hospitalization services (ER visits, inpatient/outpatient services, etc.)
 - f. Ambulatory services: **Costs are not the responsibility of medical vendor.**
21. What is your historical spend for 2021, 2022 & 2023 for the following:
 - a. Pharmaceutical costs
 - i. Medical: 2021 **\$358,327.12**, 2022 **\$405,935.06**, 2023 **\$709,235.15**
 - ii. Psychiatric: 2021 **\$167,516.91**, 2022 **\$165,750.14**, 2023 **\$141,175.20**
 - b. On-site Laboratory Services - **0**
 - c. On-site X-rays - **0**
 - d. Offsite specialty – **Pass through to member jurisdiction**
 - e. Hospitalization services (ER visits, inpatient/outpatient services, etc.) – **Medicaid, all costs passed through to WRVJ.**
 - f. Ambulatory services - **0**
22. Is WVRJ interested in the Contractor providing off-site claim administration to scrub the claims? **Yes**

Mental Health:

23. How many patients are currently taking psychotropic, anxiety, depression and bi-polar medications? February 2024 – 385 patients on psych meds

24. What is the percentage of the ADP taking psychotropic medication? 59%

- Is there a designated behavioral health unit? No. If yes, how many types and the number of beds in each type?

25. Are there any safety cells in the designated unit? 2 suicide prevention cells located on intake.

26. What is the average number of patients placed on suicide watch each month in the past 6 months:

- a) August: 64
- b) September: 42
- c) October: 34
- d) November: 38
- e) December: 31
- f) January 2024 37

27. Where do you hold the patients on suicide watch? Restrictive Housing or suicide prevention cells in the intake area.

28. How are patients on suicide watch monitored (1:1, camera, etc.)? Camera, 15 minute rounds, direct observation.

29. Please confirm who is responsible for the 15-minute checks for suicide watches custody or healthcare personnel? WVRJ Staff

30. Please confirm who is responsible for 1:1 monitoring for actively suicidal patients' custody or healthcare personnel? WVRJ Staff

31. Where do the mental health providers meet with patients (cell, housing unit, medical, or office of mental health clinician)? All three: cell side, housing unit, and medical.

32. Is there currently Mental Health Group counseling being conducted? Yes

- If yes, are the sessions being conducted by the current contractor's mental health staff or are the sessions being conducted by outside services? See attached statistics.

Service	Number of Patients/%
Average number of mental health initial intake screenings completed by a mental health clinician per month	
Average number of patients seen by the psychiatry provider/psychologist in clinic each day.	

Average number of service hours delivered by the psychiatry provider/psychologist each week	
Percentage of current inmates receiving ongoing mental health and/or psychiatric services	
Average number of patients with special needs	
Number of patients currently being held at the state hospital on a forensic admission	See attached statistics

Pharmaceutical:

33. Please provide pharmaceutical data for the past three years to include: See attached Pharmaceutical data.

- number of inmates on HIV medications each month or an annual average/year (2021, 2022 and 2023) **2021: 13 inmates on HIV per year, 2022: 15 inmates on HIV per year, 2023: 18 inmates on HIV per year**
- number of inmates on Hep C medications each month or an annual average/year (2021, 2022 and 2023) **2021: 1 inmate for the year, 2022: 4 inmates for the year, 2023: 6 inmates for the year.**
- blood or plasma factoring medications each month or an annual average/year (2021, 2022 and 2023) **None**

34. How many times do you have medication pass (i.e., once, twice or three times a day)? Twice daily

Information Technology:

35. Who owns the licensure of the CorEMR system? **WVRJ**

36. Would you like the Contractor to include the CorEMR system in their price (and remove it from an expense of WVRJ)? **No**

37. Are there any existing networks that are available to be used – either wired, wireless, or both? **All offices have internet ports (land lines)**

38. Does the facility have Wi-Fi capability dedicated for use by the medical department? **There is limited WiFi, in Medical Department.**

39. Where will the patient data be kept (whose server, current medical provider or Jail

Facility)? On WVRJ server/SQL Database CorEMR.

40. Will there be any restrictions on the computers that the Contractor chooses to use? See attachment

Equipment	Count	Stays with new contractor?
# of laptops are currently in use		
# of desktops are currently in use		
# of desktop printers are currently in use		
# of large copiers/faxes are currently in use		

Staffing:

41. Number of current vacancies

Position	How many FTEs vacant	Using Agency?
HSA	0	0
DON	0	0
RN	5.1	1
LPN	.9	0
MHP	1.45	0
CMT	1.2	0
ARNP	0	0
MD	0	0
Psychiatrist	0	0
Psychiatric NP	0	0

42. Please specify whether you have experienced a vacancy in the physician position over the past two years. If yes, how long was this position vacant? Was this position filled by an agency physician? No vacancy.

43. Please specify whether you have experienced a vacancy in the midlevel provider (nurse practitioner/physician assistant) position over the past two years. If yes, how long was this position vacant? Was this position filled by an agency provider? No vacancy

44. Please specify whether you have experienced a vacancy in psychiatrist, and/or mental health staff positions over the past two years. If yes, how long was this position vacant? Were any of these positions filled by an agency provider? MHP

45. Section 6.3.1 Notes that we must meet or exceed the current salaries of the current staff. Can you please provide the current salaries of the current staff so we are able to meet this requirement? Proprietary info of current vendor

46. Section 6.3.4 notes that a penalty will apply if an agency is used for more than 60 days. Typical agency contracts are for 13 weeks. Would you consider updating this provision to match the standard agency terms? Yes, as long as the agency personnel is going to be filled with an FTE.

47. Section 6.13 notes specific training requirements for the staff. Are there a particular number of hours required for each training noted (i.e. Jail orientation)? **40hour training upon hire and then annually.**

48. The required staffing reports note hours and penalties to be reported to WVRJ by the 7th of the following month. Current payroll cycles for the prior month could potentially not be finalized by the 7th of the following month and therefore accurate hours may not be readily available for reporting. Can we change the staffing reporting requirements to match the UM and offsite reporting date of the 21st. This is more in line with our current procedures and provides a more accurate account of time for employees, subcontractors, etc. – **This will/can be discussed with the successful vendor.**

**FIRST AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective June 3, 2019)**

This First Amendment, effective June 3, 2019 (this "Amendment"), to the Agreement for Inmate Health Care Services Contract #2019-066A, dated June 3, 2019, as amended (the "Agreement") is by and between Wellpath LLC ("Wellpath") 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 11.16, 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 8.0 "ANNUAL AMOUNT/MONTHLY PAYMENTS" OF THE AGREEMENT.** The Agreement shall be amended by replacing Section 8.0 in its entirety with the following in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annual base amount to be paid by the WVRJA to Wellpath is \$3,647,531.00 and is the sum of the following two amounts: (1) the base compensation of \$3,604,955.00 and (2) a grant funded amount of \$42,576.00 for four (4) hours (0.10 FTEs) a week of Psychiatrist services to be separately invoiced. Each monthly installment shall be billed to the WVRJA in two separate invoices as follows: (1) the monthly base compensation amount of \$300,412.92 pro-rated for any partial months and subject to any reconciliations as set forth below; and (2) the monthly psychiatrist grant funded position amount of \$3,548.00, pro-rated for any partial months. The first monthly amounts are to be paid to Wellpath on June 3, 2019 for services administered in the month of June 2019. Each monthly payment thereafter is to be paid by the WVRJA to Wellpath before or on the 1st day of the month of service.

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: Bob Russell
Colonel Bobby D. Russell
Superintendent

Wellpath LLC

By: Cindy P. Watson
Cindy Watson
President Local Govt Health Div.

ATTACHMENT B
Effective 6/3/2019
Staffing Matrix

WESTERN VIRGINIA REGIONAL JAIL, VA - WELLPATH STAFFING MATRIX									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8		8			16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	8	8	8	8	8	8	8	56	1.40
LPN - Medication Pass	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk	16	16	16	8	8			64	1.60
LPN								0	0.00
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4							4	0.10
Psychiatric NP	8	8	8	8	8			40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	8	8	8	2	2	44	1.10
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
<i>MAT Psychiatrist (grant-funded)</i>		4						4	0.10
<i>Subtotal</i>								868	21.70
Evenings									
ARNP/PA								0	0.00
RN								0	0.00
LPN - Clinic								0	0.00
CMT								0	0.00
<i>Subtotal</i>								0	0.00
Nights									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Medication Pass								0	0.00
CMT - Medication Pass	36	36	36	36	36	36	36	252	6.30
<i>Subtotal</i>								420	10.50
TOTAL								1,288	32.20

**THIRD AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective July 1, 2020)**

This Third Amendment, effective July 1, 2020 (this "Amendment"), to the Agreement for Inmate Health Care Services Contract #2019-066A, dated June 3, 2019, as amended (the "Agreement") is by and between Wellpath LLC ("Wellpath") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to add forty (40) hours per week of Licensed Practical Nurse (LPN) coverage to the Agreement for services to Covered Persons participating in the Residential Substance Abuse Treatment Program Enhancement at the rate set forth below; and

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to add four (4) hours per week of Medical Director coverage to the Agreement for services to Covered Persons in the Residential Substance Abuse Treatment Program Enhancement at the rate set forth below; and

WHEREAS, the Parties agree that the additional LPN and Medical Director services will be paid for through the Residential Substance Abuse Treatment Program Enhancement grant and will be invoiced separately from the current monthly base compensation; and

WHEREAS, the Parties agree to revise the Staffing Plan to account for such staffing changes; and

WHEREAS, in accordance with Section 11.16, 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 8.0 "ANNUAL AMOUNT/MONTHLY PAYMENTS" OF THE AGREEMENT.** The Agreement shall be amended by replacing Section 8.0 in its entirety with the following in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annual base amount to be paid by the WVRJA to Wellpath is \$3,842,719.28 and is the sum of the following four amounts: (1) the base compensation of \$3,695,078.88; (2) a grant funded amount of \$43,640.40 for four (4) hours a week of Psychiatrist services; (3) a Residential Substance Abuse Treatment Program Enhancement Grant funded amount of \$67,600.00 for forty (40) hours per week of LPN services; and (4) a Residential Substance Abuse Treatment Program

Enhancement Grant funded amount of \$36,400.00 for four (4) hours per week of Medical Director services.

Each monthly installment shall be billed to the WVRJA in three separate invoices as follows: (1) the monthly base compensation amount of \$307,923.24, pro-rated for any partial months and subject to any reconciliations as set forth below; and (2) the monthly grant funded Psychiatrist position amount of \$3,636.70, pro-rated for any partial months; and (3) the combined monthly LPN and Medical Director Residential Substance Abuse Treatment Program Enhancement grant funded positions amount of \$8,666.67, pro-rated for any partial months. The first monthly amounts are to be paid to Wellpath on July 1, 2020 for services administered in the month of July 2020. Each monthly payment thereafter is to be paid by the WVRJA to Wellpath before or on the 1st day of the month of the month of service.

3. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The Agreement shall be amended by replacing the Exhibit A Staffing Matrix in its entirety with the attached Exhibit A Staffing Matrix, effective July 1, 2020, fully incorporated herein.
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
Superintendent

Wellpath LLC

By: Cindy P. Watson
Cindy Watson
President, Local Government Health

**FOURTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective June 1, 2021)**

This Fourth Amendment, effective *nunc pro tunc* June 1, 2021 (this "Amendment"), to the Agreement for Inmate Health Care Services Contract #2019-066A, dated June 3, 2019, as amended (the "Agreement") is by and between Wellpath LLC ("Wellpath") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, effective June 1, 2021, the Parties agree to increase the annual base compensation as further set forth below; and

WHEREAS, effective February 1, 2022, the Parties agree to add 0.80 FTEs of Mental Health Professional (MHP) to the Staffing Plan, such position to be renewed on an annual basis as mutually agreed upon by the Parties, and to increase the base compensation for such staffing changes; and

WHEREAS, the Parties agree to revise the Staffing Plan to account for such staffing changes; and

WHEREAS, in accordance with Section 11.16, 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 8.0 "ANNUAL AMOUNT/MONTHLY PAYMENTS" OF THE AGREEMENT.** The Agreement shall be amended by replacing Section 8.0 in its entirety with the following in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. Effective June 1, 2021 through February 1, 2022, the annualized base amount to be paid by the WVRJA to Wellpath is \$3,938,787.26 and is the sum of the following four amounts: (1) the base compensation of \$3,787,455.85; (2) a grant funded amount of \$44,731.41 for four (4) hours a week of Psychiatrist services; (3) a Residential Substance Abuse Treatment Program Enhancement Grant funded amount of \$69,290.00 for forty (40) hours per week of LPN services; and (4) a Residential Substance Abuse Treatment Program Enhancement Grant funded amount of \$37,310.00 for four (4) hours per week of Medical Director services.

Each monthly installment shall be billed to the WVRJA in four separate invoices as follows: (1) the monthly base compensation amount of \$315,621.32, pro-rated for any partial months and subject to any reconciliations as set forth below; and (2) the monthly

grant funded Psychiatrist position amount of \$3,727.62, pro-rated for any partial months; and (3) the monthly grant funded position for the LPN in the amount of \$5,774.17, prorated for any partial months; and (4) the monthly grant funded position for the Medical Director Residential Substance Abuse Treatment Program Enhancement in the amounts of \$3,109.17, pro-rated for any partial months. The first monthly amounts are to be paid to Wellpath on June 1, 2021 for services administered in the month of June 2021. Each monthly payment thereafter is to be paid by the WVRJA to Wellpath before or on the 1st day of the month of the month of service.

Effective February 1, 2022, 0.80 FTEs of Mental Health Professional (MHP) services will be added to the Staffing Plan at an annual cost of \$79,207, revising the annualized base compensation amount from \$3,938,787.26 to \$4,017,994.26. The cost for the MHP shall be billed separately as follows: (1) \$24,752.00 for 0.25 FTEs paid by the WVRJA to Wellpath; and (2) \$54,455.00 for 0.55 FTEs of billed to the Healthy Minds Grant (the grant-funded position is not subject to paybacks or credits).

Effective February 1, 2022, each monthly installment shall be billed to the WVRJA in four separate invoices as follows: (1) the monthly base compensation amount of \$317,683.99 (inclusive of the 0.25 MHP FTE billed to WVRJ in the amount of \$2,062.67), pro-rated for any partial months and subject to any reconciliations as set forth below; and (2) the monthly grant funded Psychiatrist position amount of \$3,727.62, pro-rated for any partial months; (3) the combined monthly LPN and Medical Director Residential Substance Abuse Treatment Program Enhancement grant funded positions amounts of \$5,774.17 and \$3,109.17, (4) 0.55 MHP FTEs billed to the Healthy Minds Grant in the amount of \$4,537.92, pro-rated for any partial months. The first monthly amounts are to be paid to Wellpath on February 1, 2022, for services administered in the month of February 2022. Each monthly payment thereafter is to be paid by the WVRJA to Wellpath before or on the 1st day of the month for the month of service.

3. **INVOICES AND REPORTS.** Invoices and reports will be issued by the 20th of each calendar month for the month preceding.
4. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The Agreement shall be amended by replacing the Exhibit A Staffing Matrix in its entirety with the attached Exhibit A Staffing Matrix, effective February 1, 2022, fully incorporated herein.
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 David Cox
Superintendent

Wellpath LLC

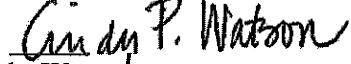
By: 
Cindy Watson
President, Local Government Health

EXHIBIT A
STAFFING MATRIX
Effective February 1, 2022

TITLE	WESTERN VIRGINIA REGIONAL JAIL, VA WELLPATH STAFFING MATRIX							Effective February 1, 2022	
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8		8			16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN- Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	8	8	8	8	8	8	8	56	1.40
LPN - Medication Pass	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk	16	16	16	8	8			64	1.60
LPN								0	0.00
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4							4	0.10
Psychiatric NP	8	8	8	8	8			40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	16	8	10	2	2	54	1.35
<i>Heathy Minds MHP</i>				8	6	8		22	0.55
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
<i>MAT Psychiatrist (RSAT Grant)</i>		4						4	0.10
<i>MAT LPN (RSAT Supplement Grant)</i>	8	8	8	8	8			40	1.00
<i>MAT Medical Director (RSAT Supplement Grant)</i>					4			4	0.10
Subtotal:								944	23.60
Exclusions:									
ARNP/PA								0	0.00
RN								0	0.00
LPN - Clinic								0	0.00
CMT								0	0.00
Subtotal:								0	0.00
Non-Excluded:									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Medication Pass								0	0.00
CMT - Medication Pass	36	36	36	36	36	36	36	252	6.30
Subtotal:								420	10.50
TOTAL:								1,364	34.10

*Parties will review need for MHP in February of each year and mutually agree upon renewal of the position/amount of FTEs

**SIXTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective September 1, 2022)**

This Sixth Amendment, effective September 1, 2022 (this "Amendment"), to the Agreement for Inmate Health Care Services Contract #2019-066A, dated June 3, 2019, as amended (the "Agreement") is by and between Wellpath LLC ("Wellpath") and the Western Virginia Regional Jail Authority ("Jail").

WHEREAS, effective September 1, 2022, the Parties agree to decrease the annual base compensation as further set forth below; and

WHEREAS, effective September 1, 2022, the Parties agree to remove four (4) hours/ 0.10 FTEs of Grant-Funded Psychiatrist and (4) hours/0.10 FTEs of Grant-Funded Residential Substance Abuse Treatment Program Medical Director from the Staffing Plan; and

WHEREAS, the Parties agree to revise the Staffing Plan to account for such staffing changes; and

WHEREAS, in accordance with Section 11.16, 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 8.0 "ANNUAL AMOUNT/MONTHLY PAYMENTS" OF THE AGREEMENT.** The Agreement shall be amended by replacing Section 8.0 in its entirety with the following in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. Effective September 1, 2022 through May 31, 2023, the annualized base amount to be paid by the WVRJA to Wellpath is \$4,034,351.68 and is the sum of the following three amounts: (1) the base compensation of \$3,907,513.05; (2) a Residential Substance Abuse Treatment Program Enhancement Grant funded amount of \$71,022.25 for forty (40) hours per week of LPN services; and (3) a grant funded amount of \$55,816.38 for 22 hours per week of MHP services

Each monthly installment shall be billed to the WVRJA in three separate invoices as follows:

(1) the monthly base compensation amount of \$325,626.09 (including \$2,114.23 for 0.25 FTE of Mental Health Professional (MHP)), pro-rated for any partial months and subject to any reconciliations as set forth below; and

- (2) the monthly LPN grant funded position amount of \$5,918.52, pro-rated for any partial months; and
- (3) the monthly grant funded 0.55 FTE of MHP position amount of \$4,651.37, pro-rated for any partial months.

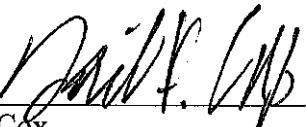
Each monthly payment is to be paid by the WVRJA to Wellpath before or on the 1st day of the month of the month of service.

3. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The Agreement shall be amended by replacing the Exhibit A Staffing Matrix in its entirety with the attached Exhibit A Staffing Matrix, effective September 1, 2022, fully incorporated herein.
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: 
David Cox
Superintendent

Wellpath LLC

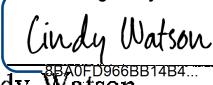
DocuSigned by:
By: 
Cindy Watson
President, Local Government

EXHIBIT A**STAFFING MATRIX**
Effective September 1, 2022

WESTERN VIRGINIA REGIONAL JAIL, VA									
TITLE	WELLPATH STAFFING MATRIX						Effective September 1, 2022		
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8		8			16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	8	8	8	8	8	8	8	56	1.40
LPN - Medication Pass	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk	16	16	16	8	8			64	1.60
LPN								0	0.00
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4							4	0.10
Psychiatric NP	8	8	8	8	8			40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	16	8	10	2	2	54	1.35
<i>Healthy Minds MHP</i>				8	6	8		22	0.55
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
MAT LPN (RSAT Supplement Grant)	8	8	8	8	8			40	1.00
Subtotal								936	23.40
Evenings									
ARNP/PA								0	0.00
RN								0	0.00
LPN - Clinic								0	0.00
CMT								0	0.00
Subtotal								0	0.00
Nights									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
LPN - Medication Pass								0	0.00
CMT - Medication Pass	36	36	36	36	36	36	36	252	6.30
Subtotal								420	10.50
TOTAL								1,356	33.90

*Parties will review need for MHP in February of each year and mutually agree upon renewal of the position/amount of FTEs

*Parties will review need for MHP in February of each year and mutually agree upon renewal of the position/amount of FTEs

**SEVENTH AMENDMENT TO THE INMATE HEALTH SERVICES AGREEMENT
AT WESTERN VIRGINIA REGIONAL JAIL
(Effective June 1, 2023)**

This Seventh Amendment, effective *nunc pro tunc* June 1, 2023 (this “Amendment”), to the Agreement for Inmate Health Care Services Contract #2019-066A, dated June 3, 2019, as amended (the “Agreement”) is by and between Wellpath LLC (“Wellpath”) and the Western Virginia Regional Jail Authority (“Jail”).

WHEREAS, effective June 1, 2023, the Parties agree to increase the annual base compensation as further set forth below; and

WHEREAS, effective June 1, 2023, the Parties agree to an annual compensation increase of 3.5%; and

WHEREAS, effective June 1, 2023, the Parties agree to a reduction in the staffing plan of 2.1 FTEs of LPN, 2.1 FTEs of CMT, and .60 FTEs of Medical Clerk, with no reduction in the base compensation rate to allow Wellpath to reinvest the savings in wage enhancements; and

WHEREAS, the Parties agree to the addition of 1.0 FTE CMA; and

WHEREAS, the Parties agree effective August 1, 2023, to modify certain Grant Funded positions by removing .55 FTE MHP, removing .20 LPN, and adding .05 FTE Medical Director; and

WHEREAS, the Parties agree to revise the Staffing Plan to account for such staffing changes; and

WHEREAS, the Parties agree all staffing paybacks and credits will be suspended effective August 1, 2023, through October 31, 2023, a period of 90 days; and

WHEREAS, the Parties agree that effective November 1, 2023, all staffing and payback credits will be at a rate of 125% to allow for the hourly rate of pay plus 25% to cover employee benefits, otherwise referred to as the “loaded rate” as reflected in Exhibit B; and

WHEREAS the Parties mutually agree any adjustments based on the ADP falling below 775 will be waived to allow Wellpath to reinvest the savings in wage enhancements; and

WHEREAS, in accordance with Section 11.16, 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 8.0 “ANNUAL AMOUNT/MONTHLY PAYMENTS” OF THE AGREEMENT.** The Agreement shall be amended by replacing Section 8.0 in its entirety with the following in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. Effective June 1, 2023, the annualized base amount to be paid by the WVRJA to Wellpath is \$4,127,526.45 and is the sum of the following three amounts: (1) the base compensation of \$4,044,276.04; (2) a Grant funded amount of \$58,806.41 for LPN services; and (3) a Residential Substance Abuse Treatment Program Enhancement Grant funded amount of \$24,440.00 for Medical Director services.

Each monthly installment shall be billed to the WVRJA in three separate invoices as follows: (1) the monthly base compensation amount of \$337,023.00, pro-rated for any partial months and subject to any reconciliations as set forth below; (2) the monthly LPN grant funded position in the amount of \$4,900.53 per month, pro-rated for any partial month and (3) the Medical Director Residential Substance Abuse Treatment Program Enhancement grant funded position in the amount of \$2,037.00 per month, pro-rated for any partial months. The first monthly amounts are to be paid to Wellpath on June 1, 2023, for services administered in the month of June 2023. Each monthly payment thereafter is to be paid by the WVRJA to Wellpath before or on the 1st day of the month of the month of service.

3. **AMENDMENT TO EXHIBIT A OF AGREEMENT.** The Agreement shall be amended by replacing the Exhibit A Staffing Matrix in its entirety with the attached Exhibit A Staffing Matrix, effective June 1, 2023, fully incorporated herein.
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: 
David Cox
Superintendent

Wellpath LLC

DocuSigned by:
By: 
Justin Searle
3F7F2B2BE96B489...
President State & Local Government

EXHIBIT A**STAFFING MATRIX**
Effective June 1, 2023**Contractual Staffing**

TITLE	WESTERN VIRGINIA REGIONAL JAIL, VA							proposed	
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Medical Director			8	8				16	0.40
ARNP/PA	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN - Intake/Clinic/Float	12	12	12	12	12	12	12	84	2.10
LPN - Clinic	8	8	8	8	8	8	8	56	1.40
CMA - Provider	8	8	8	8	8			40	1.00
Medical Records Clerk	8	8	8	8	8			40	1.00
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist						4		4	0.10
Psychiatric NP	10	10	10	10				40	1.00
Mental Health Coordinator	8	8	8	8	8			40	1.00
MHP	8	8	13	13	8	2	2	54	1.35
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
Dentist	10							10	0.25
Dental Assistant	10							10	0.25
<i>Subtotal</i>								806	20.15
Nights									
RN - Intake	12	12	12	12	12	12	12	84	2.10
RN	12	12	12	12	12	12	12	84	2.10
CMT - Medication Pass	24	24	24	24	24	24	24	168	4.20
<i>Subtotal</i>								336	8.40
TOTAL								1,142	28.55

*Parties will review need for MHP in February of each year and mutually agree upon renewal of the

Grant Funded Staffing

TITLE	WESTERN VIRGINIA REGIONAL JAIL, VA							proposed	
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
MAT Medical Director (RSAT Supplement Grant)						2		2	0.05
MAT LPN (RSAT Supplement Grant)	8	8	8	8				32	0.80
TOTAL								34	0.85

*Parties will review need for MHP in February of each year and mutually agree upon renewal of the

EXHIBIT B**REIMBURSEMENT RATES**
Effective June 1, 2023

Title	Bid Rate	Bid Rate Plus 25%
HSA-Health Services Admin	\$54.34	\$67.93
RN	\$47.03	\$58.78
Licensed Nurse	\$29.67	\$37.09
Medication Tech Certified	\$17.77	\$22.21
Mental Health Prof H	\$36.58	\$45.73
Administrative Assistant	\$20.12	\$25.15
Director of Nursing	\$49.12	\$61.40
Medical Records Clerk	\$18.03	\$22.54
Certified Medical Asst	\$17.77	\$22.21
Mid-Level Provider	\$71.06	\$88.83
Nurse Practitioner Psych	\$97.97	\$122.46
Medical Director H	\$170.07	\$212.59
Dentist H	\$104.50	\$130.63
Dental Assistant	\$18.81	\$23.51
Mental Health Coord H	\$42.07	\$52.58
Psychiatrist H	\$209.00	\$261.25