



A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

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Diane Dillon
Chair

FILED

SEP 18 2020

Clerk of the Napa Superior Court

By: C. Brennan
Deputy

September 15, 2020

The Honorable Mark S. Boessenecker
Presiding Judge
Superior Court of California, County of Napa
Criminal Courthouse
1111 Third Street
Napa, CA 94559

Dear Judge Boessenecker:

As required by Penal Code Section 933(c), enclosed is the response to the Grand Jury's report "Napa County Probation Department and Department of Corrections Contract Administration: *Who is Minding the Store?*"

The Board acknowledges the members of the 2019-2020 Grand Jury for the time they have devoted to the reports.

Sincerely,

A handwritten signature in blue ink that reads "Diane Dillon".

Diane Dillon
Chair
Napa County

Cc: Foreman, 2019-20 Grand Jury

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SEP 18 2020

Napa Superior Court
Court Executive Office

Brad Wagenknecht
District 1

Ryan Gregory
District 2

Diane Dillon
District 3

Alfredo Pedroza
District 4

Belia Ramos
District 5

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NAPA COUNTY
RESPONSE TO THE GRAND JURY FINAL REPORT ON
NAPA COUNTY PROBATION AND CORRECTIONS CONTRACT ADMINISTRATION:
Who is Minding the Store?
August 1, 2020

Findings

Finding 1: Neither NCDC nor NCPD provided verifiable documentation that the required annual Wellpath/County reviews and approvals of the Procedures Manual have been conducted after June 3, 2019, indicating inadequate monitoring of Wellpath's administrative performance.

The Director and Chief disagree wholly with the finding. The Departments explained the nature of the documents and that some documents were regularly reviewed and returned to Wellpath afterward to maintain legal protections, that other documents did not and were not required to exist under the contract but the information was reviewed by the Departments on a quarterly basis, and that the information in the remaining requested documents was maintained by Wellpath in a different format but was always available to the department upon request.

Finding 2: Neither NCDC nor NCPD provided verifiable documentation that any contractually required training was provided by Wellpath during calendar year 2019 indicating inadequate monitoring of Wellpath's performance.

The Director and Chief disagree wholly with the finding. NCPD Juvenile Hall Counselors (JHCs) have received four hours of Medication and Communicable Disease Training from Wellpath every two years at minimum and typically annually. First Aid/CPR is an annual requirement for all JHC's and provided by in-house trainers. Mental Health training is also provided annually by outside providers to both departments. NCDC and NCPD will collaborate with Wellpath when developing an annual training plan and ensure that it is monitored in accordance with the Wellpath agreement.

Finding 3: Neither NCDC nor NCPD are able to provide verifiable documentation that Wellpath has prepared and maintained documents required by Exhibit "A" Item 3.a. for those items which Wellpath has chosen to define as "Patient Safety activity work products" under the provision of 42 U.S.C.A 299b, indicating inadequate monitoring of Wellpath's performance.

The Director and Chief disagree wholly with the finding. As the response to finding 1 indicates, Wellpath maintains required documents as required by the contract and these documents are available to the Departments upon request.

Finding 4: Neither NCDC nor NCPD provided verifiable evidence that the items annotated as "The Department does not have any documents responsible to this request." In Enclosure

(1), Table 2, have been produced, indicating inadequate monitoring of Wellpath's performance.

The Director and Chief disagree wholly with the finding. Wellpath provides NCDC and NCPD access to documents upon request.

Finding 5: The County has public documents within its custody which it is withholding from examination by the Jury based on objections from Wellpath.

The Director and Chief disagree wholly with the finding. Every document in the County's and/or Wellpath's possession that could be shared with the Grand Jury without violating confidentiality was provided to the Grand Jury. Further, the County did not willfully "withhold" information from the Grand Jury, rather Wellpath provided documentation to NCDC as required under the contract and exercised its right to object to the release of the documents to the Grand Jury. The County advised the Grand Jury that the documents were available for the Grand Jury's review after Wellpath's third-party objections were resolved.

Finding 6: The Jury identified a significant number of administrative deficiencies in a limited sampling of Wellpath's work indicating inadequate monitoring of Wellpath's performance.

The Director and Chief disagree wholly with the finding. Wellpath distributes Quality Assurance-related material at quarterly Quality Assurance meetings. However, because these materials have legal confidentiality protections unless they are released outside the quality assurance setting, Wellpath also collects the documentary materials from participants at the end of each meeting. Accordingly, NCPD and NCCD sees and reviews quality assurance documents at least quarterly, and these meetings also form the basis for both departments to evaluate the quality of Wellpath's services. Further, possessing and reviewing other documents referenced in the document is not required to determine the Contractor's overall compliance with the Agreement, particularly where the departments have the right and ability to review such documents on request.

Finding 7: Not all the Wellpath Agreement Terms or Appendix "A" Scope of Work Items are uniformly administered, indicating inadequate monitoring of Wellpath's performance.

The Director and Chief disagree wholly with the finding. With respect solely to the four sections of the Scope of Work at issue, electronic documents were provided by Wellpath electronically and were made available for NCDC and NCPD's review. Further, a plain reading of the contractual provisions does not require "uniform administration" of Scope of Work items and thus, should not be a basis for determining that the monitoring of Wellpath's performance may be "inadequate." The Departments monitor Wellpath's performance on at least a quarterly basis.

Finding 8: The Napa County Department of Corrections and Napa County Probation Departments approve Wellpath invoices based solely on the basis that a submitted claim agrees with the budgeted amount, not by verification of work performed. The taxpayers of Napa County are billed more than 3 million dollars a year based on this limited information.

The Director and Chief disagree wholly with the finding. The Departments are aware of which inmates receive services from Wellpath and what services they receive to the degree allowed by law. Payments to Wellpath are made in compliance with the Agreement.

Finding 9: The Wellpath Agreement calls for quarterly submittals of invoices, but the County accepts monthly submittals adding to the cost of administering the Agreement.

The Director and Chief disagree partially with the finding. Invoices have been submitted and paid on a monthly basis but this has not resulted in a higher administrative burden or any significant costs. The Departments plan to amend the contract to allow for monthly invoicing and payment of invoices.

Recommendations

The Jury recommends:

Recommendation 1: NCDC and NCPD require Wellpath to maintain the Procedures Manual in accordance with the provisions of the BSC Title 15 and the Wellpath Agreement. This action to be completed by December 31, 2020, and thereafter for the term of the Agreement.

Response, Corrections Director and Chief of Probation: The recommendation has been implemented. The Procedures Manual is in compliance with CMA-IMQ accreditation standards, BSCC and CCR Title 15 Standards, and with the provisions of the Wellpath Agreement. In 2020, the review of the Procedures Manual was delayed due to COVID-19 and plans are in place for the 2020 review to be completed by December 31, 2020.

Response, Board of Supervisors: The Board of Supervisors agrees with the Director and the Chief.

Recommendation 2: NCDC and NCPD require Wellpath to provide training for Probation and Correctional Personnel in accordance with the provisions of the Wellpath Agreement. This action to be completed by December 31, 2020, and annually thereafter.

Response, Corrections Director and Chief of Probation: The recommendation has been implemented. In accordance with the Agreement Wellpath will facilitate medical training as needed at each site. NCDC and NCPD are required to submit an annual training plan to BSCC for approval. Each employee is required to receive 24 hours of annual training. Training topics are rotated for the year based on department need. NCPD Juvenile Hall Counselors (JHCs) have received four hours of Medication and Communicable Disease Training from Wellpath every two years at minimum and typically annually. First Aid/CPR is an annual requirement for all JHC's and provided by in-house trainers. Mental Health training is also provided annually by outside providers. NCDC and NCPD will collaborate with Wellpath when developing an annual training plan and ensure that it is monitored in accordance with the Wellpath agreement.

Response, Board of Supervisors: The Board of Supervisors agrees with the Director and the Chief.

Recommendation 3: NCDC and NCPD require Wellpath to certify the preparation of "Patient Safety activity work products." This action to be completed by December 31, 2020, and annually thereafter.

Response, Corrections Director and Chief of Probation: The recommendation has been implemented. Wellpath uses the term "Patient Safety Activity Work Products" to define a protected classification of information collected as part of its Quality Management Plan. This plan is available upon request by NCDC and NCPD and is reviewed by the Departments as needed.

Response, Board of Supervisors: The Board of Supervisors agrees with the Director and the Chief.

Recommendation 4: NCDC and NCPD are to establish the existence of those items required by the Wellpath Agreement, but which are not held by the County, to be verified by June 30, 2021.

Response, Corrections Director and Chief of Probation: The recommendation has been implemented. The Director and Chief have access to all information necessary to administer the contract with Wellpath.

Response, Board of Supervisors: The Board of Supervisors agrees with the Director and the Chief.

Recommendation 5: The Napa County Board of Supervisors institute a one-time audit of Wellpath's compliance with the Scope of Work contained in the Wellpath Agreement. This audit to be independent of the NCDC and NCPD, and to include a physician with contract administration experience. This audit to be completed no later than June 30, 2021.

Response, Corrections Director and Chief of Probation: The recommendation will not be implemented by the County because it is not warranted or reasonable. NCDC and NCPD are working closely with Wellpath to implement a more prescribed process for verification and/or review of the above mentioned documents.

Response, Board of Supervisors: The Board of Supervisors agrees with the Director and the Chief.

Recommendation 6: The Napa County Auditor-Controller, the Departments of Correction and Probation, County Counsel, and County Executive Officer are to review the provisions of the Wellpath Agreement, including Exhibits "A" and "B," and institute the appropriate Services Agreement amendments or modifications, as provided for in the Agreement, necessary to reflect the actual contract requirements. This action to be completed by December 31, 2020.

Response, Corrections Director and Chief of Probation: The recommendation has not yet been implemented, but will be implemented in the future. NCDC and NCPD are reviewing the existing contract and will request amendments as necessary. Any contract amendments agreed to by Wellpath will be presented for Board of Supervisors approval before December 31, 2020.

Response, County Executive Officer: The County Executive Officer agrees with the Director and the Chief.

Response, Auditor-Controller: The Auditor-Controller concurs with the Director and Chief.

Response, Board of Supervisors: The Board of Supervisors agrees with the Director and the Chief.

Recommendation 7: The Napa County Auditor-Controller, together with the Departments of Correction and Probation, is to establish clearly defined criteria for the confirmation that goods or services have been received from Wellpath. These criteria are to be put in place by December 31, 2020.

Response, Corrections Director and Chief of Probation: The recommendation has not yet been implemented but will be implemented in the future. NCDC and NCPD will review and ensure that the Procedure entitled "Accounts Payable Procedures for Departments" is implemented by December 31, 2020.

Response, Auditor-Controller: The Auditor-Controller concurs with the Director and Chief.

Recommendation 8: The County of Napa should not accept Wellpath invoices submitted more frequently than quarterly. This policy to be implemented by the second quarter of fiscal year 2020-2021.

Response, Auditor-Controller: The recommendation has been implemented as of July 2020.