

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES
At the Polk County Jail
In Livingston, Texas

The Polk County Commissioners' Court requests proposals for a comprehensive health care delivery system at the Polk County Jail, located at 1733 N Washington Ave Livingston, Texas. This facility (the "Jail") houses both male and female detainees and some sentenced inmates, generally having sentences of less than twelve (12) months. The average daily population of the Jail over the past 12 months has been 197.0, and the average length of stay for inmates is 90 to 180 days. The proposal should be based on an average daily population of 200 for the next year.

To be considered a valid proposal, each organization submitting a proposal ("Proposer") must assure receipt by Polk County of one original proposal, six (6) duplicates, and one PDF copy on CD or Flash Drive at the following address not later than 2:00 p.m. local time, Tuesday, June 29, 2021.

Polk County Auditor's Office

602 E Church St Suite 108

Livingston, Texas 77351 (936) 327-6811

It is the intent of Polk County to award a health care contract for a twelve-month term beginning October 1, 2021 and ending September 30, 2022. Polk County intends to include in the contract a right to automatically extend the term of the contract for additional one-year terms, provided such extensions are in the best interests of the parties. Notification of pricing adjustments for each one-year extension will be due by May 1st, so the proper amount can be included in the County's budget for the next fiscal year.

Late submissions will not be considered.

Polk County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals (RFP). Polk County will not pay for any information herein requested, nor will Polk County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Polk County upon submission. Polk

County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Proposers. Questions concerning this RFP and any request to tour the facility must be directed to:

Captain Larry Dawson
1733 N Washington Ave
Livingston, Texas 77351 (936) 327-6822

The selection of a winning Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience in jails of like size and complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee or to the Council/Commissioners, or to answer questions.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the Jail.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

OBJECTIVES OF THIS RFP

Each response will be evaluated as to its achievement and compliance with the following stated objectives:

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Jail Administrator, the Sheriff (or Jailer) and Polk County.
3. To operate the health care program at staffing levels agreed-to, and use only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures.
5. To maintain an open and cooperative relationship with the administration and staff of the Jail.
6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
7. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
8. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Polk County.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Polk County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing correctional health care services, and must currently have active contract relationships with at least five (5) Texas county jails.
2. The Proposer must have at least five (5) continuous years of corporate experience in administering correctional health care programs.
3. The Proposer must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate. This insurance must cover the Proposer organization and all of its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate

of insurance naming Polk County as additionally insured must be submitted prior to execution of any contract. This certificate must name Polk County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.

4. Proposer must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, nonowned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.

5. The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Polk County Jail. It must be able to demonstrate that it can complete the startup process in 30 days from the contract award date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications For All Proposers".

2. All proposals must list by name, address and administrator name (with phone number) at least five correctional institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer. Priority will be given to Proposers who have contracts with Texas County Jails.

3. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC), and Texas Commission On Jail Standards.

4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked onsite at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.

5. The proposal must explain in detail how medical care for inmates at the Jail will be delivered.

6. All proposals must contain a specific annualized price for a base population of up to 200 inmates for all medical care rendered under the resulting contract, taking into account the requirements of #8 below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level, or additional charges that are not covered under contract.

7. Each proposal shall describe how billing of Polk County services will be handled, and the expected terms for payments by the County to the Proposer. Texas LGC's gives counties 30 days to pay from the time an invoice is received by the Auditor's Office.

8. Polk County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Polk County would share in these costs after the cost limits have been reached.

Note: All non-emergency off-site cases shall be reviewed by the proposer and the County to determine responsibility and review of billing.

9. Polk County currently pays for all medical services and prescriptions at the Medicaid rate. Proposer shall pay the Medicaid rate or less. Contract shall state that in instances where Proposer pays with limitations. Proposer's payments prior to

limitations shall be calculated using the Medicaid rate, or less; and County's portion after limitations shall be at the same rate.

10. For items or categories with limitations, Proposer shall state who will provide the service, even if County pays the costs. (ie, If certain types of medications are to be paid by County, will Provider manage and dispense, but bill County?)

11. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.

12. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30 days of the contract award date.

13. A Performance Bond in the amount of \$100,000.00 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract.

SCOPE OF CONTRACT

The Proposer who is selected to provide the services described in this RFP (hereinafter "Provider") shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Polk facility, (the "Jail"). Provider shall be responsible for all medical care for all inmates at the Jail. The term "medical care" includes both "mental health care" as well as "dental care". This responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail and ends with the discharge (or temporary release) of the inmate from the custody of the County at the Jail.

Inmates housed in jails not covered under the terms of this RFP, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all offsite medically related consultations and procedures will be billed back to the originating

agency, either by the County, the actual community agency providing the care, or by the Provider.

SPECIFICATIONS

The winning Proposer hereafter referred to as "Provider", will operate under the following Specifications with regard to the resulting contracted program, unless other terms are agreed-to by each of the parties.

1. Health care services must be provided in substantial compliance with the Jail Health Standards, 2008 Edition, published by the National Commission on Correctional Health Care (NCCHC).
2. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of Texas. There should be a minimum of one RN/LVN for 16 hours and one Pill Tech for 8 hours each day.
3. Provider shall review the Receiving Screening form that is completed by officers on all new commitments to the Jail within twenty-four (24) hours of arrival at the Receiving facility. Such review shall be conducted by a licensed medical professional.
4. The Receiving Screening should include all elements covered by Standard J-30 of the Standards for Health Services in Jails, 2008 Edition, published by the National Commission on Correctional Health Care (NCCHC).
5. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate; and
6. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.

7. Provider shall identify the need and shall schedule and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility.

8. Provider shall identify the need and shall schedule and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

9. Provider shall identify the need and shall schedule and coordinate all physician services rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility. At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations, and must be available to see the inmates in person.

10. Provider shall identify the need and shall schedule and coordinate all supporting diagnostic examinations, both inside and outside the Jail, and pay for such care unless limited as to payment responsibility. This includes laboratory testing procedures.

11. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

12. Provider shall identify the need and shall schedule and coordinate mental health services rendered to inmates inside the Jail, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility. Polk County reserves the right not to make Mental Health Services a part of this contract.

13. Provider shall provide the dental program for the entire inmate population. Dental screening shall be given to all inmates within fourteen (14) calendar days of his or her admission to the Jail.

14. Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. Jail staff may administer medications only during the hours not covered by the contract and only at the direction and instruction of medical staff. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility. Polk County Reserves the rights to make a separate award or award for Prescription Medications concerning this proposal.

15. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail. Provider shall establish a system that will allow the return of unused/unopened prescription medication for credit. Polk County reserves the right to make a separate award or no award for Prescription Medications concerning this proposal.

16. Provider shall provide and pay for all equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Polk County Facility.

17. Provider shall maintain complete and accurate medical and dental records separate from the Jail confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or County Official with access to such records and, upon request, provide copies.

18. Provider shall provide a consultation service to the Sheriff (or Jailer) or County Official on any and all aspects of the health care delivery system at the Jail, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, and on any other matter relating to this contract upon which Polk County seeks the advice and counsel of the Provider. The Provider

will be required to meet with the County Official requesting the consultation within ten (10) days of the request.

19. Provider shall provide TB Testing for all inmates within seven days of jail confinement. Provider shall provide TB Testing to all Sheriff Department Personnel as needed.

20. Provider shall provide Hepatitis Immunization to all Sheriff's Department personnel as required.

21. Provider shall provide the Flu Shot Immunization to all Sheriff Department personnel that signs up for this shot, each year.

22. Provider shall provide a sixteen (16) hour work day for staffing (nurses), seven (7) days per week, three hundred sixty five (365) days a year.

23. Provider shall have a Medical Physician come to jail once per week for sick call.

24. The Nurse that supervises or manages the medical department needs to work Monday thru Friday from 06:00am to 06:00pm. Any requests to modify this schedule will need to be provided to Polk County in writing prior to making the change, and Polk County shall have final approval on any of the nurses work schedule times being changed.

25. Provider shall require nurses to dispense medications at the inmates' cells, rather than in the infirmary; so jailers are able to continue their regular duties. Nurses should take inmates to the infirmary only if invasive examination is needed.

26. County Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by the Provider hereunder, or by any independent contractor, subcontractor or assignee, the Provider, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reason therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County within fifteen (15) days, then the Provider shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should

removal of an individual become necessary, the Provider will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of the Provider.

GENERAL CONDITIONS

1. The duration of this contract shall be from October 1, 2021 until September 30, 2022. Thereafter, this contract may be extended, upon agreement of the parties, for any number of subsequent one-year terms.
2. The health care delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority, or by statute. The system must be in substantial conformance with the Jail Health Standards, 2008 Edition, developed by the National Commission on Correctional Health Care (NCCHC).
3. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Jail property.
4. Provider shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff or other County Official whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.
5. Provider shall indemnify and hold harmless Polk County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the Jail.

6. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate under such coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract.
7. Provider must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate of insurance naming Polk County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.
8. Policies and Procedures of the Provider relating to medical care are to be established and implemented solely by the Provider. In areas that impact upon the security and 10 general administration of the Jail, the Policies and Procedures of the Provider are subject to review and approval of Polk County.
9. The Sheriff (or Jailer) or other designated County Official retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.
10. Either party to the contract may terminate the Agreement without cause by giving at least ninety (90) days written notice to the other party.
11. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Polk County, whose consent shall not be unreasonably withheld.
12. The resulting contract shall be governed by and construed according to the laws of the State Of Texas.
13. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto.
14. All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and

received for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed.