

Amended- Request for Proposals (RFP)

**To Provide Inmate Healthcare Services
At the Burnet County Jail
RFP #23-5120-02**

The Burnet County Commissioners Court requests proposals for a comprehensive healthcare delivery system at the Burnet County Jail located at 900 County Lane, Burnet, Texas 78611. The Burnet County Jail (the "Jail") houses both male and female inmates. The average daily population of the Jail over the past 12 months has been 409. Any proposal/submittal should be based on an average daily population of 400 - 425 for the next year.

It is the intent of Burnet County to award a healthcare delivery system contract for a two-year term beginning January 1, 2024 and ending December 31, 2025. Burnet 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 interest of the County.

Burnet County reserves the right to reject any and all proposals received by reason of this Request for Proposals (RFP). Burnet County will not be responsible for any costs incurred by a Proposer. All proposals shall become the property of Burnet County upon submission. Any confidential information contained in the proposal should be clearly marked by the Proposer as such. Burnet County reserves the right to negotiate the final price subsequent to the submission of proposals from the selected qualified Proposers.

Questions concerning this RFP must be directed to:

First Assistant Auditor Cindy Dalrymple
133 E. Jackson Street
Burnet, Texas 78611
512-756-5495
cdalrymple@burnetcountytexas.org

The deadline for questions regarding the RFP will be September 28, 2023 at 4:00 PM (CST).

Questions concerning a request to tour the facility must be directed to:

Capt. Matt Kimbler
900 County Lane,
Burnet, Texas 78611
512-715-8600
mkimbler@burnetsheriff.com

Section 1: Minimum Qualifications for all Proposers

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

- A) The Proposer must be organized and exist for the primary purpose of providing correctional facility healthcare services and must have active contract relationships with at least five (5) County Jails ~~in the State of Texas~~.
- B) The Proposer must have the ability to provide 24/7 on-site medical care to include mental healthcare in compliance with the Texas Commission on Jail Standards.
- C) The successful Proposer must operate healthcare services based on National Commission on Correctional Healthcare (NCCHC) and/or American Correctional Association (ACA) policies and procedures ~~and provide one (1) reference with such accreditation standards within the state of Texas~~.
- D) The Proposer must have at least five (5) continuous years of experience in administering correctional facility healthcare services.
- E) The Proposer must carry a professional liability or medical malpractice insurance policy in an amount of \$1,000,000 per occurrence and ~~\$5,000,000~~ \$3,000,000 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 Burnet County as additionally insured must be submitted prior to execution of any contract.
- F) Proposer must also provide general liability insurance coverage of at least \$1,000,000 combined single limits and automobile liability coverage for owned, non-owned and rented automobiles.
- G) The Proposer must demonstrate its ability to provide a healthcare delivery system specifically for the Burnet 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.

Section 2: Objectives of the RFP/ RFO

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

- A) To deliver high quality healthcare services that can be audited against established standards.
- B) To operate the healthcare program in a cost-effective manner with full reporting and accountability to Burnet County and its County Sheriff.

- C) To operate the healthcare program at staffing levels agreed to with the Jail administrative staff and use only licensed, certified, and professionally trained personnel.
- D) To maintain an open and cooperative relationship with administration and staff of the Jail and other County offices.
- E) To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- F) To operate the healthcare program in a humane manner with respect to the inmate's right to basic healthcare services.
- G) To operate the healthcare program in an organized and secure manner.
- H) To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Burnet County.

Section 3: Mandatory Requirements for all Proposals

Proposals need not be in any particular format. All proposals must contain the following:

- A) Sufficient information concerning the Inmate Healthcare Program that the County representatives may evaluate whether the Proposer meets "Minimum Qualifications for All Proposers".
- B) A list by name, address, and administrator's name, including a current phone number of at least five (5) correctional facilities where the Proposer is providing inmate medical care and the actual length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
- C) A full and complete staffing plan with a statement as to the staff positions and titles, with the number of actual hours per week to be worked on-site 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 any such vacancy.
- D) A detailed explanation of how medical care for inmates at the Jail will be delivered.
- E) A specific annualized price for a base population of up to 400 - 425 inmates for all medical and mental health care rendered under the resulting contract, taking into account the requirements of paragraph G (below). This annualized price may be for the first year of the contract and then detail the associated price or price escalator, for subsequent year(s). The annualized price shall describe any exception or addition to the specific price such as per diem charge for an increase in average daily population above the base level.

F) Each proposal shall describe how billing to Burnet County will be administered and the expected terms for payment by the County to the Proposer.

G) For the items listed below, please explain if the cost is included in your proposal. The specific item or classification for covering the cost for each item should be explained fully. The categories of costs are listed as follows:

- 1) Nurse wages and benefits
- 2) Physician wages and benefits
- 3) Any other on-site program provider (dentist)
- 4) Policies and procedures development
- 5) Medical supplies
- 6) Minor equipment (over \$500 per single item or unit)
- 7) Repairs on existing equipment
- 8) Over-the-counter medications
- 9) On-site Clinical lab procedures
- 10) Office supplies
- 11) Folders, forms and files
- 12) Travel expenses
- 13) Long-distance phonecalls
- 14) Publications and subscriptions
- 15) Any necessary pharmacy licenses/ permits
- 16) Medical hazardous waste disposal
- 17) All required insurance
- 18) Administrative services (cell phones, office equipment)
- 19) All other specific on-site medical services
- 20) Off-site medical services
- 21) On-site mental health services
- 22) Off-site mental health services
- 23) X-ray services on-site
- 24) X-ray services off-site
- 25) Basic oral screenings
- 26) On-site dental services
- 27) Off-site dental services
- 28) Formulary prescription medications for county inmates
- 29) Non-formulary prescription medications for county inmates

H) Each item listed in paragraph G must be assigned a responsibility either for Proposer to pay, or Proposer to pay with limitations and if limited then a reference to the proposal section where the limits are explained.

I) To better understand all of the working terms being proposed, Proposer should provide with its response to this RFP a sample contract for consideration.

J) Proposer must be willing to sign a contract within the time necessary to begin work on January 1, 2024.

- K) Proposer should be aware that the Burnet County Commissioners Court acted to treat all County inmates as indigent.

Section 4: Scope of Contract

The Proposer who is selected to provide the services described in this RFP shall be the sole supplier and/or coordinator of the healthcare delivery system at the contracted Burnet County Jail. Proposer shall be responsible for medical care for all inmates at the Jail. The term medical care includes both mental health as well as dental care. Responsibility of the Proposer for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail. The responsibility 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 Proposer's responsibility while they are housed at other facilities or while being transported.

Inmates held for other jurisdictions will be included in the count and the on-site care for these inmates will be the responsibility of the Proposer for nursing and physician care, any supplies used, and over-the-counter medications. Other medical costs which can be identified for specific inmates will be the responsibility of the Proposer for nursing and physician care, any supplies used and for over-the-counter medication. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures and all off-site medically related consultations and procedures will be billed back to the originating agency. Records of the aforementioned expenses will be tracked by the Proposer and sent to the administrative staff of the Jail monthly for billing.

Section 5: Selection Process

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

- A) To be initially selected, the Proposer(s) must meet the minimum qualifications included in Section 1 of this RFP. Each proposal must also satisfy Section 3: Mandatory Requirements for all Proposals.
- B) Proposers will be ranked based on the quality of their response to the RFP, experience in jails of like size and complexity, price, and references.
- C) One or more of the Proposers may be invited to make oral presentations to the County Commissioners Court.

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 healthcare 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.

Proposals will be due on October 5, 2023 no later than 2:00pm. One (1) original (marked), and two (2) copies should be delivered to the County Purchasing Agent, Karin Smith, to 133 E. Jackson Street, Burnet, Texas 78611. OR one (1) electronic copy may be submitted to: bids@burnetcountytexas.org

A pre-bid conference and tour will be held September 21, 2023 at 9:30 am at the Burnet County Jail, 900 County Lane, Burnet, TX 78611.

Section 6: Specifications

- A) Healthcare services must be provided in substantial compliance with the Standards for Health Services in Jails, 2021 Edition, published by the National Commission on Correctional Healthcare (NCCHC).
- B) Proposer must recruit, interview, hire, train and supervise all healthcare staff. Healthcare 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.
- C) Proposer must recruit, interview, hire, train and supervise a suitable candidate for employment as the "Responsible Health Authority" (RHA) to arrange for all levels of healthcare and ensures quality, accessible, and timely health services for inmates in the care, custody and control of Burnet County. The minimum qualification for this position must be, at minimum, licensed by the state as a registered nurse and hold a national certification in correctional healthcare.
- D) Proposer shall conduct, screen, and review the Screening Form for Suicide and Medical/Mental/Development Impairments that is completed by the admissions nurse and officers on all new commitments to the Jail prior to inmate acceptance. Such review shall be conducted by a licensed medical professional.
- E) A qualified medical professional shall perform a comprehensive health assessment on any inmate within seven (7) days (or such other stricter time limit as required by statute or controlling authority of the arrival of the inmate at the Jail).
- F) Proposer shall identify the need, schedule, and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Jail.
- G) Proposer shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail. This includes making emergency arrangements for ambulance service to the inpatient facility.

- H) Healthcare services must be provided in compliance with all applicable State and Federal laws, American Correctional Association Accreditation requirements, Texas Commission on Jail Standards, and National Commission on Correctional Healthcare (NCCCHC)
- I) Proposer will thoroughly examine all billing for offsite services to insure compliance with negotiated fee schedules.
- J) Proposer shall identify the need, schedule, and coordinate all physician services and diagnostic examinations, screening tests, laboratory tests, and mental health services rendered to inmates inside or outside the Jail.
- K) Proposer shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing medication, filling of the prescription, administration of medication, and will keep appropriate records.
- L) 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 administration.
- M) Proposer shall maintain complete and accurate medical and dental records separate from the Jail's inmate confinement records.

Section 7: General Conditions

- A) The duration of this contract shall be January 1, 2024 until December 31, 2025. Thereafter this contract may be extended upon agreement of the parties for any number of subsequent one-year terms.
- B) The healthcare delivery system must conform to State standards for medical services provided in correctional institutions as established by Texas Commission on Jail Standards (TCJS)
- C) Proposer shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate.
- D) Proposer shall be required to render emergency care at any location on Jail property.
- E) Proposer shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely on the Jail. Proposer 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 and his staff shall support, assist, and cooperate with Proposer, and Proposer shall support, assist and cooperate with the Sheriff and his staff 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 Proposer.

- F) Proposer shall indemnify and hold harmless Burnet County, its Elected Officials, agents, servants and/or employees from all claims, actions, lawsuits, damages, judgements, or liabilities in connection with the provision of its services at the Jail.
- G) Either party to the contract may terminate the Agreement without cause by giving at least 90 days written notice to the other party.
- H) Neither the obligations nor the rights of the Proposer under any resulting contract may be assigned by the Proposer without express written consent of Burnet County, whose consent shall not be unreasonably withheld.
- I) The resulting contract shall be governed by and construed according to the laws of the State of Texas, with venue specifically vested in Burnet County.