

LLANO COUNTY REQUEST FOR PROPOSAL (RFP) INMATED MEDICAL SERVICES

Llano Count Commissioner Court is currently soliciting Proposals for Inmate Medical Services at the Llano County Jail facility, located at 2001 North State Highway 16, Llano, TX. Parties interested in providing a proposal can download a copy of the instructions/packet from the Llano County website @ www.co.llano.tx.us. Questions concerning the RFP can be directed to Llano County Judge's Office by email @ rcunningham@co.llano.tx.us or by calling (325)247-7730.

**REQUEST FOR PROPOSAL
INMATE MEDICAL SERVICES**

**DUE DATE: MARCH 10TH, 2022
BY 4:00 P.M.**



Llano County Sheriff
2001 N. SH 16
LLANO, TX 78643
325-247-4054

Llano County Sheriff's Office
Sheriff Bill Blackburn

REQUEST FOR PROPOSALS (RFP)
Inmate Medical Services
For: Llano County Jail

RFP Issued: **FEBRUARY 14, 2022**

Questions Due: **MARCH 4, 2022 at 4:00pm local time**

Proposals Due: **MARCH 10, 2022 at 5:00pm local time**

Proposals to be Opened: **MARCH 14, 2022 at am local time**

The Llano County Commissioners Court requests sealed proposals for a comprehensive, health care delivery system at the Llano County Jail, located at 2001 N SH16 Llano, Texas.

To be considered a valid proposal, each organization submitting a proposal (“Proposer”) must assure receipt by Llano County of one original proposal and one duplicate at the following address not later than **5:00 p.m. local time, March 10, 2022 at 5:00pm local time.**

**Llano County Commissioners Court
801 Ford Street, Room 101
Llano, Texas 78643
325.247.7730**

It is the intent of Llano County to award a health care contract for a one-year term beginning after October 1st, 2021 and ending September 30, 2022. Llano County intends to include in the contract a right to extend the term of the contract with Commissioners Court approval for additional one-year terms, provided such extensions are in the best interests of the parties.

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

Questions

All questions comments or concerns pertaining to this RFP and any request to tour the facility must be directed to:

***Llano County
801 Ford Street, Room 101
Llano, Texas 78643
325.247.7730***

rcunningham@llano.tx.us or jbuchanan@co.llano.tx.us

Pre-Proposal Conference

A pre-proposal conference can be scheduled to respond to all inquiries with regards to this project. To schedule a pre-proposal conference at the Llano County Jail, located at 2001 N SH16 Llano Texas. Ron Cunningham at 325.247.7730 or rcunningham@co.llano.tx.us. An onsite tour will immediately follow the conference. The pre-proposal conference will be the only opportunity for prospective vendors to visit the facility(s).

Any communications with Llano County Employees pertaining to this RFP shall be grounds for disqualification from submitting an RFP.

Selection Process

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.

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. The County reserves the right to award the bid to the Proposer who best fits the needs of the County, this may or may not be the lowest bidder.

Any and all exceptions taken by the Proposer must be listed and prominently displayed in proposal materials.

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.

FACILITY INFORMATION

The facility (the "Jail") houses both male and female detainees and some sentenced inmates, generally having sentences of less than 6 months. The proposal should be based on an average daily population of 50 inmates for the next year.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

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

- 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 three (3) rural county jails in the state of Texas.
- The Proposer must have at least five (5) continuous years of corporate experience in administering correctional health care programs.

- 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 Llano County as additionally insured must be submitted prior to execution of any contract. This certificate must name Llano County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
- Proposer 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 sample certificate showing actual coverage limits must be submitted with the proposal.
- The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Llano County Jail. It must be able to demonstrate that it can complete the transition in 30-45 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" and the "Specifications"
2. All proposals must list by name, location and administrator name (with phone number) at least three 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.
3. 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 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 such vacancy.
4. The proposal must explain in detail how medical care for inmates at the Jail will be delivered.
5. All proposals must contain a specific annualized price for a base population of up to 50 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.

6. All proposals must contain specific language as to any price increase amounts on an annual basis.
7. Each proposal shall describe how billing to the Llano County will be handled, and the expected terms for payments by the County to the Proposer.
8. 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.
9. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30-45 days of the contract award date.

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 Llano County facility, (the "Jail". Provider shall be responsible for all medical care for all inmates at the Jail. The term "medical care" includes "mental health 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 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.

SPECIFICATIONS

All proposers must submit a program based upon current Llano Sheriff's Office policies and applicable state/federal standards.

Receiving/Screening

A preliminary health screening form shall be filled out immediately upon each inmate's arrival and the form shall be approved by the provider. At a minimum, the screening must include:

- Current illnesses and health problems including those specific to females.
- Medications taken and special health requirements.
- Screening of other health problems designated by the responsible physician.
- Behavioral observation, including state of consciousness and mental status.
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice.
- Condition of skin, including rashes and infestations.

- Disposition, if applicable.
- Document referral of prisoners to qualified medical personnel for emergency treatment.
- Notation, of personal physician and any medical needs.
- Assessment of suicidal risk.

Health Appraisal

Provider shall perform a comprehensive Health Assessment on any inmate within **two (2)** 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.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms.
- Collection of additional data regarding complete medical, psychiatric and immunization histories.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

Sick Call

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by licensed medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

Hospital Care

Provider shall identify the need, 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 with the Llano County EMS which is Hamilton County EMS for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

Specialty Services

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. In the event an inmate requires the services of medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialist's visits off-site.

Emergency Services

The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

Ancillary Services

Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

Pharmaceuticals

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. 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.

Medical Waste

The successful vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

Medical Records

All inmates must have a medical record which is kept up to date at all times. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

Quality Assurance and Improvement

The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

Monthly Statistics

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- Inmate's requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by mental health counselor
- Infirmary admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third party reimbursement, pursuit and recovery
- Pharmacy report of inmate population dispensed medication
- Inmates testing positive for venereal disease
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB
- Inmate Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits

Staffing

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. The County reserves the right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected.

Personnel

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of Texas.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, and administrative directives.

Optional Services

All proposers should include a list of suggested optional services. These services will be evaluated by the County for need and value. At minimum, proposers should include the following optional services:

Electronic Medical Records (EMR):

Please provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:

- a) Licensure Fee(s) – Please state who will have the ultimate ownership of the program;
- b) Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items;
- c) Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to include all hardware such as tablets, printers, scanners, signature pads, etc.).
- d) Maintenance Fee(s) – Please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
- e) Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the County does NOT own the system, and the vendor is later changed, but the County would like to keep the system in place – is there a fee or transfer service which would be followed.
- f) Integration Fee(s) – Please include information and estimated costs of any integrations for the jail management system, pharmacy, and lab services.

Along with the program information, please indicate if there will be allowable portals for access by Jail Administrator and/or any outside providers, such as the Medical Director.

Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the county for any breach of HIPAA information.

Telehealth:

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

EXCEPTIONS

Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer on a separate section titled “Exceptions to Specifications”.

GENERAL CONDITIONS

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.

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.

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.

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, however, if the provider sees or hears something that could be a potential security risk, they should have a duty to report it to jail staff. 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. The 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.

Provider shall indemnify and hold harmless Llano County and its agents, the Sheriff, servants and/or employees from all claims, actions, lawsuits, damages, judgments, or liabilities in connection with the provision of its services at the Jail.

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.

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 Llano 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.

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 general administration of the Jail, the Policies and Procedures of the Provider are subject to review and approval of Llano County Sheriff.

The Sheriff 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.

Either party to the contract may terminate the Agreement without cause by giving at least 60 days written notice to the other party.

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 Llano County, whose consent shall not be unreasonably withheld.

The resulting contract shall be governed by and construed according to the laws of the State of Texas.

PROPOSED COST

Please provide your cost proposal to accomplish the scope of contract. Please note that the Llano County will not use lowest/best proposal as the sole basis for entering into this contract. The Cost Proposal shall be complete, including all labor and materials.

At the close of the submittal period, an appointed review committee will review all Proposals. The Review Committee, at its discretion, may conduct interviews.

PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Llano County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Llano County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Llano County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature

Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date: _____

Name: _____

Title: _____

Tel. No. _____

Fax No. _____

E-Mail Address: _____

THIS FORM MUST BE SIGNED.

EXHIBIT "A"

CERTIFICATION OF ELIGIBILITY
(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is **NOT** on the **State of Texas** or the **Federal Government's** list of suspended, ineligible, or debarred proposers.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Llano County Auditor. Failure to do so may result in terminating this contract for default.

Signature

X _____
Authorized Representative

COMPLIANCE WITH FEDERAL AND STATE LAWS HB 1295

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Llano County Purchasing Agent. Failure to do so may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide the Llano County Auditor the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature

VENDOR REFERENCES

Please list references of past and current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK: