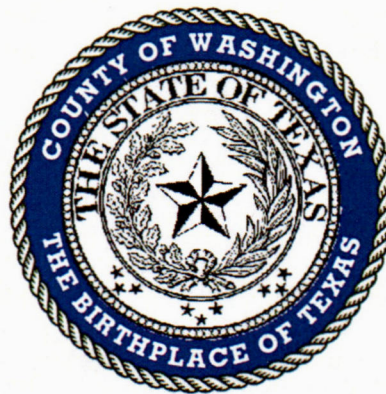


# **REQUEST FOR QUALIFICATIONS (RFQ) INMATE MEDICAL SERVICES**



**ISSUE DATE: APRIL 16<sup>TH</sup>, 2024**

**DUE DATE: MAY 7<sup>TH</sup>, 2024 BY 10:00 A.M. CST**

## REQUEST TO SUBMIT:

The Washington County Commissioner's Court requests sealed proposals for qualifications for comprehensive Inmate Medical Services at the Washington County Jail. The anticipated start date is TBD but no later than **July 1<sup>st</sup>, 2024**.

Should respondents have questions, please submit to Beth Rothermel, Washington County Clerk, at [brothermel@washingtoncountytexas.gov](mailto:brothermel@washingtoncountytexas.gov)

Any communications with Washington County employees pertaining to this RFQ shall be grounds for disqualification from submitting an RFQ.

To be considered a valid proposal, all proposals shall be received no later than **10:00 a.m. CST on May 7<sup>th</sup>, 2024**. Each organization is responsible for assuring timely receipt by the Washington County Clerk. Washington County requires one (1) original copy, four (4) hard copies, and one (1) digital copy. Responses shall be mailed, or hand delivered to:

**Beth Rothermel**

**Washington County Clerk**

**100 E. Main Street, Suite 102**

**Brenham, Texas 77833**

***Emailed responses will NOT be accepted.***

It is the intent of Washington County to award an inmate medical services contract for a two-year term beginning no later than **July 1<sup>st</sup>, 2024 and ending June 30<sup>th</sup>, 2026**. Washington County intends to include in the contract a right to extend the term of the contract with Commissioner's Court approval for additional one-year terms, provided such extensions are in the best interest of the parties.

Washington County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Qualifications (RFQ). Washington County will not pay for any information herein requested, nor will Washington County be responsible for any costs incurred by the Applicant. All proposals shall become the property of Washington County upon submission. As part of the selection process, interviews may be conducted, and additional information may be requested from any Applicant. Washington County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected and qualified Applicant.

Washington County also reserves the right to modify/or amend the scope of services as may be requisite to accomplish the best standards of care for the inmates of the Washington County Jail.

## **SCHEDULE OF DATES:**

**RFQ Issue Date:** April 16<sup>th</sup>, 2024

**Mandatory Pre-Bid Meeting (Washington County Jail):** April 22<sup>nd</sup>, 2024 @ 10:00 a.m. CST

**Deadline to Submit Questions:** April 23<sup>rd</sup>, 2024 by 5:00 p.m. CST

**RFQ Proposal Due Date:** May 7<sup>th</sup>, 2024 by 10:00 a.m. CST

**RFQ Proposal Award Date:** May 21<sup>st</sup>, 2024 by 9:00 a.m. CST

### **Mandatory Pre-Bid Meeting:**

A pre-bid meeting is scheduled for **April 22nd, 2024, at 10:00 a.m.** at the Washington County Jail, located at 1206 Old Independence Road, Brenham, Texas 77833. This meeting will allow interested applicants to inquire about Inmate Medical Services, with an on-site facility tour to follow immediately. The pre-bid meeting will be the only opportunity for prospective applicants to visit the facility.

## SELECTION PROCESS:

The selection of an Applicant for contract will be made using the following process:

- In order to be initially selected, the Applicant(s) must meet the “Minimum Qualifications” as included within this RFQ, and their proposal must satisfy both the “Mandatory Requirements” and the “Objectives of the RFQ”, also listed herein.
- After the conditions, as outlined above, are met, each Applicants proposal will be ranked based upon the quality of the response to the RFQ, technical qualifications and experience in jails of like size and/or experience in applicable medical institutions, understanding of services to be provided, references, and price.
  - **Quality of Response = 10 Points**
  - **Technical Qualifications & Experience = 40 Points**
  - **Understanding of Services to be Provided = 15 Points**
  - **References = 25 Points**
  - **Price = 10 Points**

If a final award is made, such award will be given to the Applicant who meets the above-stated selection criteria and is contemplated as best able to provide the health care delivery system required at the Washington County Jail. The County reserves the right to award to the Applicant who best fits the needs of the County and who may or may not be the lowest bidder, as provided by Texas Government Code Chapter 2254.

Any and all exceptions taken by the Applicant must be listed and prominently displayed within the proposal documents.

Proposals which do not meet the mandatory requirements will be considered non-compliant and thus rejected. After the evaluation of all proposals are complete and Washington County has selected a successful Provider, all Applicants will be notified in writing of the selected Provider.

## FACILITY INFORMATION:

The Washington County Jail was built in 1996; it is a one-story building and features a linear design. The Jail has a state rated capacity of 177 with an Average Daily Population (ADP) of 109. The Washington County Jail has passed each of its Texas Commission on Jail Standards audits since 2012 and has never been investigated by the Department of Justice (DOJ), nor has ever been placed under a consent decree.

The Washington County Jail houses both male and female detainees and some sentenced inmates, generally having sentences less than six (6) months. The average inmate population, between 2020 and 2023 has generally been within the range of 72-125 inmates. The proposal should be based on an Average Daily Population (ADP) of 109 inmates for the next year.

Average Daily Booking = 5

Average Length of Stay = 3-4 Months

Inmate Deaths: 3 inmates (since 2012)



## MINIMUM QUALIFICATIONS:

Washington County requires that any Applicant meet the following minimum qualifications.

Failure to meet each of these qualifications may result in the Applicants disqualification.

- I. The Applicant must be organized and existing for the primary purpose of providing correctional health care services, or a licensed physician capable of providing correctional healthcare services.
- II. The Applicant must carry professional liability insurance in the amount of **\$1,000,000 per occurrence and \$3,000,000 in the annual aggregate**. This insurance must cover the Applicant organization and all of its employees, and the Applicant must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Washington County as additionally insured must be submitted prior to execution of any contract. This certificate must name Washington County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
- III. The Applicant must demonstrate its ability to provide a health care system specifically for a correctional facility like the Washington County Jail. It must be able to demonstrate that it can complete a **transition within 30 days** from the contract award date, has a proven system of recruiting staff, and can provide adequate supports capable of competently supervising and monitoring its operation.

## MANDATORY REQUIREMENTS:

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

- I. All proposals must contain sufficient information concerning the Inmate Healthcare Program. Washington County representatives may evaluate whether or not the Applicant meets “Minimum Qualifications” and “Specifications.”
- II. All proposals must list by name, location and administrator name (with contact information) of at least three correctional institutions where the Applicant is/was providing medical care and the length of time each contract was in effect; or list of medical institutions at which the Applicant has provided medical services.
- III. All proposals must contain a full and complete staffing plan to include a statement as to the number of FTE’s, staff positions, titles and the number of actual hours per week to be worked on site. Additionally, the proposal should allow a plan that complements and incorporates the ability to provide sufficient oversight and/or direct management to the existing staffing matrix, as provided herein.
- IV. The proposal must explain in detail how medical care for inmates at the Washington County Jail will be delivered. Upon entering into negotiations, the selected Applicant shall provide access to its written policies and procedures relating to the medical care of inmates of the jail.
- V. All proposals must contain a specific annualized price for a base population of up to 109 inmates for all medical care rendered under the resulting contract, taking into account the requirements of VIII below. The applicant may state one annualized price for the first year of the contract to include a monthly price breakdown, 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 dime charge for an increase in Average Daily Population (ADP) above the benchmark.
- VI. All proposals must contain specific language as to any price increase amounts on an annual basis.

- VII. Each proposal shall describe how billing to Washington County will be handled, and the expected terms for payments by the County to the Applicant.
- VIII. In order to better understand all of the working terms being proposed, the Applicant shall provide with its response to this RFQ, a sample contract for consideration, in the event the Applicant is awarded the contract.
- IX. The Applicant shall include a minimum of five (5) references (Texas Counties preferred) to include any input about current or previous performance.
- X. The Applicant shall include a complete list of any contracts terminated or not renewed over the last five (5) years.
- XI. The Applicant shall include a complete list of any lawsuits to which the Applicant was a named party over the last ten (10) years.
- XII. The Applicant shall include a Conflict-of-Interest (COI) Form 1295.
- XIII. The Applicant must be willing to sign a **contract within 10 days** of the contract award date and must be ready to begin **services within 30 days** of the contract award date.

## SCOPE OF CONTRACT:

The Applicant who is selected to provide the services described in this RFQ (hereinafter noted as "Provider") shall be the sole supplier and/or coordinator of the healthcare delivery system at the Washington County Jail (herein noted as "Jail"). The Provider shall be responsible for all medical care for all inmates at the Jail. The responsibility of the 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 RFQ, 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 Applicants must submit a program based upon current Washington County Sheriff's Office policies and all applicable state and 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, but is not limited to:

- Current illnesses.
- 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, if applicable.
- Assessment of suicidal risk.

Washington County Jail staff and/or administration must be notified if any inmate refuses any aspect of the intake screening and whether the inmate shall be segregated from the general population. The Provider shall work in conjunction with the Washington County Jail staff and administration to provide appropriate medical care.

## Health Appraisal

The 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 the following:

- 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.
- The Provider shall have established policies, procedures and protocols to effectively manage intoxication and withdrawal treatment, support, and medical services for drug and/or alcohol addicted inmates.

Any abnormal result 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 and maintained.

### *Hospital Care*

The Provider shall identify the need, schedule, document and coordinate any hospital care of any inmate of the Washington County Jail. The Provider shall communicate any hospital care needs to the Jail Staff and/or Administration through the chain of command.

### *Specialty Services*

To support the delivery of comprehensive healthcare services, specialty consultations are occasionally necessary. In the event an inmate requires the services of a medical specialist, the Provider shall make referral arrangements and coordinate the transport of the specialist's visit(s) off-site with Jail Administration.

### *Emergency Services*

The Provider shall maintain policies and procedures to address emergency situations. These policies must accommodate for the immediate response by healthcare staff to stabilize the inmate. Emergency services shall include first aid and cardiopulmonary resuscitation and will be provided 24 hours a day on-site. Other on-site emergency services may include, but not limited to, superficial injuries where closure or minor suturing is required, the treatment of contusions, sprains, strains, or other minor injuries, the observation of mild asymptomatic trauma to the head, or other minor procedures as deemed appropriate. The Provider shall also

establish appropriate protocols for after hours care, to include on-call availability by the Physician/Medical Director/Chief Medical Officer and nursing staff. All coordination of appropriate emergency transportation must be done so with the Washington County Jail Administration and/or staff.

### *Nutritional Services*

The Provider will be responsible for coordinating with the Jail food services program to ensure the provision of medically necessary diets.

### *Ancillary Services*

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

### *Pharmaceuticals*

The Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of prescriptions, the administration of medication(s), and all appropriate and statutory 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 Administration staff and any state requirements.

### *Medical Waste*

The Provider shall provide, in compliance with all state and federal 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

The Washington County Jail currently utilizes an electronic medical records software (EMR). It is Washington County's desire that all medical records continue to be maintained on the existing system to facilitate the ease of access at the Jail and maintain a streamlined approach to records storage.

All inmates must have a medical record which is kept up to date at all times. The record shall accompany all the inmate's health encounters and will be forwarded to the appropriate facility in the event of a transfer. Access to medical and dental records must be controlled by healthcare staff at all times; and all rights concerning the confidentiality of the medical records must be followed. All data-entry, transcribing and filling of information in the medical and dental records will be done by professional licensed nurses or trained medical personnel. 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 healthcare and other personnel regarding their roles in the care and supervision of the inmate/patient.

## Quality Assurance & Improvement

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

## Reporting

Trending monthly reports shall be submitted to the Jail Administrator each month reflecting data from previous months activity. Additionally, quarterly reports shall be submitted to the Washington County Commissioner's Court to include:

- Inmate 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 or Mental Health Authority
- Infirmary admission, patient days, average length of stay
- Mental health admissions
- Monthly off-site visits
- 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
- Pharmacy report of inmate population dispensed medication(s)
- Inmates testing positive for venereal disease
- Inmates testing positive for AIDS or AIDS antibodies
- Inmates testing positive for TB
- Inmate mortality
- Staffing vacancies, turnover %, average length of vacancy

## Staffing

Washington County reserves the right to recruit, interview and hire all healthcare staff in coordination with the Provider.

## 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 all existing and future state, federal, and local laws, regulations, court orders, administrative regulations, and administrative directives.

## Optional Services

All Applicants may include a list of suggested optional services. These services will be evaluated by Washington County for need and value.

## Exceptions

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

## GENERAL CONDITIONS:

The duration of a contract for these services shall be from **July 1<sup>st</sup>, 2024 until June 30<sup>th</sup>, 2026**. Thereafter, this contract may be extended, upon agreement of the parties for any number of subsequent **one (1) year terms**.

The healthcare delivery system must conform to State of Texas standards for medical services provided within correction institutions as established by the Department of Corrections or other appropriate State authorities, or by statute.

The 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. The Provider shall be required to render emergency care at any location on the Washington County Jail property.

The 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 the Jail staff or administration. The Provider shall have the sole responsibility in all matters of medical, mental health and dental judgement. The Provider shall have primary, but not exclusive responsibility for indemnification, care and treatment of inmates requiring medical care and who are "security risks" or whom present a danger to themselves or others. On these matters of mutual concern, the Sheriff or other County Official and his/her staff shall support, assist and cooperate with the 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 judgement are still the responsibility of the Provider.

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



The Provider shall have professional liability insurance coverage with limits of at least **\$1,000,000 per occurrence and \$3,000,000 in the annual aggregate** under such coverage. This insurance shall specifically cover the Provider and the services providers 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.

The Provider must also provide **general liability insurance coverage of at least \$1,000,000**. A sample certificate showing actual coverage limit 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 the Washington County Sheriff.

The Sheriff or other designated County Official(s) retains the right to review and approve policies and procedures of the Provider in any area affecting the performance of his/her responsibilities under law.

Either party to the contract may terminate the agreement without cause by giving at least **90 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 consent of Washington 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 a transparent cost proposal to accomplish the scope of the contract. Please note that Washington County will not select a provider or award a contract for services on the basis of competitive bids submitted for the contract or for the services but shall make the selection on the basis of demonstrated competence and qualifications and for a fair and reasonable price; as per Texas Government Code Section 2254.003.

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

## **CONFLICT OF INTEREST:**

See attached COI Form 1295.