

**HILL COUNTY SHERIFF'S OFFICE AND CORRECTIONAL FACILITY**  
**406 Hall St. Hillsboro TX, 76645**  
**(254) 582-5313**

**SCOPE:**

Through this Request for Proposal (RFP), the Hill County Sheriff's Office hereinafter referred to as the County, respectfully requests proposals from responsible, experienced and qualified firms for the provision of Inmate Medical Health Services at our Correctional Facility.

The initial contract, as a result of this RFP, will be for a period, beginning approximately November 15, 2009 and ending November 14, 2010. All prices proposed shall be firm and fixed for the initial contract period. The County shall have an option to renew for three (3) additional periods of one (1) year each, with the same terms and conditions. Each option is to be exercised no later than thirty (30) days prior to November 15, 2009. This agreement and / or extension to the original period of a subject contract shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with services received during the preceding contract period.

**PROPOSAL CONDITIONS AND PROVISIONS:**

All proposals must be submitted on the forms provided and in accordance with all terms, conditions, and specifications, or any stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this proposal, which shall become part of the final contract.

All proposals must be signed by a duly-authorized official of the bidding company. The completed and signed proposal (together with all required attachments) must be returned to the County Judge's office on or before 4 P.M. November 6, 2009.

All participating bidders, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on the vendor's letterhead and accompany the bidder's proposal. Should the County omit anything from this proposal that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the County Judge's office at least forty-eight (48) hours prior to the time and date of the proposal opening shown on Page 1.

All bidders are required to complete all the information requested in this RFP. Failure to do so may result in the disqualification of the proposal.

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission

Proposals shall be firm quotations subject to acceptance or rejection within ninety (90) days of the proposal opening date.

A bidder may withdraw his / her proposal at any time prior to the scheduled time of receipt; however, persons or firms withdrawing their proposals may not submit another proposal in this matter.

The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Auditor's office.

The County reserves the right to negotiate optional items and / or services with the successful bidder.

## **PROPOSAL CONDITIONS AND PROVISIONS:**

The successful bidder may be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the Laws of the State of Texas for the duration of a contract issued as a result of this RFP. Additionally, the County will be notified of any changes occurring in this coverage while proving to the County that such changes do not in any way affect the minimum liability insurance required for this proposal.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful bidder shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The County shall have the right to inspect the facilities and equipment of the successful bidder to insure such compliance.

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon taxes, debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Texas and the County of Hill, securing all necessary licenses and permits in connection with this proposal.

In the event that this bidder's proposal requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any performance bonds, insurance, Workers' Compensation, etc. as may be required by the county within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms. A proposed copy of any formal contract will be attached to the bidder's proposal for review by the Hill County Attorney's office.

The County will mutually negotiate the contract with the awarded bidder and such documents will be used in the finalization and be the agreement issued as a result of this RFP.

## **ETHICAL STANDARDS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person. In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bidder's proposal shall be disqualified and shall not be reinstated.

**NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of this proposal, the bidder certifies that:

1. The proposal has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
2. The contents of the proposal have not been communicated by the bidder; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this proposal.
3. No bidder shall submit more than one proposal, to include an alternate proposal or proposals, for this purchase. Bidder understands and agrees the County's terms and specific inmate healthcare needs will be detailed and listed in this document.

**NONDISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under a contract issued as a result of this RFP, the contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**INDEMNIFICATION:**

Bidder agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the sole negligence of bidder, its agents, employees and independent contractors in the performance of its duties under any Agreement issued as a result of this RFP. The County shall promptly notify bidder of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. Bidder shall take all steps necessary to promptly defend and protect the County, including retention of defense counsel and bidder shall retain sole control of the defense while the action is pending, to the extent allowed by law. Bidder shall not be responsible for any claims arising out of:

- the County or their employees' or agents' intentionally preventing any persons from receiving medical care ordered by bidder its health care staff, employees, agents, or independent contractors; or
- the negligence of the County or their employees or agents in promptly presenting an ill or injured person to bidder for treatment if it should have been obvious to a non-medical individual that the person was in serious need of immediate medical attention; or
- the County or their employees' or agents' breach of this Agreement.

**ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:**

A supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the bidder's proposal without the prior written approval of the County.

## **PROJECT OVERVIEW**

### **EXAMINATION OF RECORDS:**

The contractor agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement issued as a result of this RFP, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions of such agreement.

### **PRICING AND PAYMENT:**

1. All prices quoted shall be firm and fixed for the initial first 12 month period.
2. All payment terms shall be Net 30; consideration will be given to any discounts offered for payments made earlier than Net 30, please explain.

### **INQUIRIES:**

All questions relating to this RFP shall be directed to the attention of:

**Justin W. Lewis**  
**Hill County Judge**  
**80 N. Waco St. Hillsboro TX, 76645**  
**(254) 582-4020**

Telephone inquiries are to be restricted to project information or clarification of the RFP questions. All other inquiries must be in writing and responses will be shared with all bidder's, as appropriate.

### **DESCRIPTION OF THE CURRENT FACILITY:**

Built in 2003, the Hill County Correctional Center has 203 beds. The LEC Jail was built in 1985 and has 40 beds. Total jail capacity of the Hill County Correctional System is 243 beds. Medical facilities consist of a small exam room in each facility. Pretrial inmates with charges ranging from misdemeanors to felonies are housed as well as inmates sentenced on misdemeanors and felonies.

	<b>2007</b>	<b>2008</b>	<b>2009</b>
Bookings	2401	2181	1751
Average Daily Population	136.75	130.66	150.88
			Jan - Sept

### **Current Healthcare Staffing**

Hill County currently does not employ a nurse. Emergency care is coordinated by the Jail Administrator. Inmate medication is disbursed by jail correctional officers.

Inmates are transported to the physician's local office or other medical care facility when care is needed beyond the jail's limited abilities. Ambulance transport is provided by the local service provider who has agreed to bill the patient directly for the services.

Dental services are made with a local dentist for care. The inmate is transported to the dentist's office for treatment. A referral by the dentist to an oral surgeon may be made, if required. The transporting deputy remains with the inmate at all times.

**Proposed Healthcare Staffing (as requested through this RFP)**

Hill County is seeking a licensed practical nurse to be on-site 12 hours per day, Sunday through Saturday. The nurse is expected to be at an “on call” basis after hours for telephone consultation and urgent care needs. Emergency care is coordinated by telephone with the “on call” nurse and / or direction from the Physician / Medical Director. Inmate medication will be disbursed and logged by the nurse during normal work hours. Medication outside normal nursing work hours is disbursed by jail correctional officers with a review by the nurse and Physician / Medical Director.

Hill County is seeking an experienced Physician / Medical Director to be on-site at least two (2) hours per week. The Physician / Medical Director is expected to be at an “on call” basis after hours for telephone consultation, urgent care needs and assist / consult with the registered nurse when necessary. The Physician / Medical Director is expected to oversee and manage the licensed practical nurse.

Emergencies will be coordinated by telephone with the “on call” nurse and / or direction from the Physician / Medical Director. Medication outside normal nursing work hours will be disbursed by jail deputies with a review by the nurse and Physician / Medical Director.

Dental services will be a requirement through this RFP and will be managed by the Sheriff’s office as it was prior to the issue of this RFP.

Mental Health needs will be a requirement through this RFP.

**GENERAL REQUIREMENTS:**

The proposal submitted in response to this RFP must be in the format requested below. Any deviation from this format may be cause for rejection of the proposal. All proposals submitted shall become property of the County. At the discretion of the County, firms submitting proposals may be requested to make presentations as a part of the evaluation process. The County will not reimburse the respondents to this RFP for any costs associated with the preparation and submission of said proposals or in the preparation for and attendance at a presentation. The County reserves the option to request any firm submitting a proposal to clarify its proposal or to supply additional information necessary to assist in the selection of a vendor. All firms must be able to meet all of the requirements stated in this RFP.

**MINIMUM QUALIFICATIONS FOR CONSIDERATION:**

To be considered for the award of this contract, the contractor must be able to meet all of the following minimum qualifications:

1. The contractor must be organized for the purpose of providing health care services.
2. The contractor must be qualified and have the ability to supply and perform health care services, on an as-needed basis, for all necessary persons.
3. The contractor, physicians, physician extenders, dentists, and/or nurses providing health care services, must be licensed in the State of Texas. The contractor will provide a copy of the licenses for all of the individuals when assigned to Hill County.
4. The contractor must carry insurance as detailed in the Insurance-Medical Services for Inmates.

**INSURANCE-MEDICAL SERVICES FOR INMATES:**

1. Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

- a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation: Statutory  
Employers' Liability: \$1,000,000

- b) Commercial General Liability insurance, on an occurrence form, with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.
- c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$ 1,000,000. 00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.
- d) Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$ 1,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate.
2. The certificates of insurance will be provided to Hill County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:
- Mrs. Susan Swilling  
Hill County Auditor  
P.O. Box 783 Hillsboro TX, 76645  
(254) 582 -4060**
3. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

**MANDATORY ITEMS TO BE INCLUDED IN PROPOSAL:**

Proposals must address each of the following. Proposals must include, but are not limited, to the following information:

1. State, in a clear concise manner, your firms understanding of the required services and how they will be implemented to provide those services to Hill County.
2. Provide a complete description of your firm to include; the number of years your firm has been doing business in Texas and the prior experience your firm has had with similar contracts.
3. Propose a plan for the required services, which include all of the minimum qualifications listed above.

## **FEE SCHEDULE:**

This RFP is structured to obtain the best possible rate as set forth in the proposal sheets. The pricing structure will be applicable to future work as requested of the successful bidder.

1. Each submittal shall include a fee structure, delivered as part of the proposal in a separate sealed envelope clearly marked Fee Schedule. The fee shall be an annual fee to be paid in twelve (12) equal monthly installments.
2. A fee shall be provided for the exact service and each optional service to be provided under the provision of this proposal.

## **REFERENCES:**

Hill County requires the Bidder's to furnish a list of at least five (5) current references within the state of Texas where healthcare services are currently being provided by your firm to include name, title, address, telephone, fax number, facility capacity and length of time your firm has serviced the facility.

## **GENERAL TERMS AND CONDITIONS:**

### **Contractor Personnel / Security Checks**

The County shall have the right to reject the employment by the Contractor of any person or firm, and to require the removal of any person or firm employed or engaged by the Contractor, when it deems such action to be in its best interest or in the best interest of attaining successful implementation of its correctional health care services program. It is further noted that the right of entrance by any person to the jail is under the sole jurisdiction of the Hill County Sheriff's Office. All Contractor personnel, including the personnel of its subcontractors and agents who will be working within the facility, will be subject to security background checks and clearances by the Sheriff's Office. The contractor must obtain final pre-approval of all personnel through the Sheriff's Office.

### **Communication**

Provisions shall be made for regular meetings between health services and facility administration, including their documentation, to facilitate good communications and good rapport between security and health services.

### **Permits and Licenses**

All permits, licenses, and continuing education required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the contract shall be secured and paid for by the contractor.

### **Contaminated Waste**

The contractor shall be responsible for the disposal of all contaminated waste, including infectious or hazardous medical waste. This material must be handled and removed from the facility and disposed of as regulated by federal, state, and local laws. All costs related to the collection removal and disposal shall be at the expense of the contractor.

## **SPECIFICATIONS AND PROGRAM REQUIREMENTS:**

### **Administrative Requirements**

1. A singular designated physician health authority (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the Medical Director's responsibilities will be in regard to: In Service Training, Quality Assurance and Recruitment. The proposal should also address what part of on-site time provided by the Medical Director will be committed to Administrative Duties, Direct Care, and involvement in Quality Assurance.

2. A full-time on site Health Services Administrator shall be provided who shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. The Contractor shall indicate the qualifications of as well as the range and scope of the responsibilities and activities of the position. The Health Services Administrator shall assist in the review and development of Hill County Sheriff s standard operating procedures on medical safety, security issues, and the jail staff relationship with inmate medical.
3. Written job descriptions and protocols to define specific duties and responsibilities for all assignments must be provided to the Contract Administrator.
4. Staff inexperienced in correctional nursing shall receive a minimum of twenty-four (24) hours orientation, provided by the contractor. All nursing staff will be required to attend specific security training provided by the facility, not to exceed eight (8) hours annually, with staff time spent in the training paid by the contractor. Orientation and security training must be completed before being allowed to work in the Jail Facility.
5. Monthly and daily statistics will be required as follows:
  - a) A statistical report will be due on the fifth calendar day of each month to the Contract Administrator that includes, but is not limited to, the following:
    - Inmates seen at nurse rounds
    - Inmates seen by physician
    - Inmates seen by dentist
    - Medical specialty consultation referrals
    - Hospital admissions
    - Emergency Room visits
    - Intake medical screening
    - Physical assessments
    - Inmates on Prescription medications
    - Lab Work
    - All vacancies by position and number days vacant
  - b) A report for the previous twenty-four (24) hours that captures, but is not limited to, the following data. This report shall be submitted to the Contract Administrator on a daily basis: Transfers to hospital emergency departments. Communicable disease reporting Report of status of inmates in local hospitals Submit completed medical incident report copies
6. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected.
7. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Hill County Sheriff's Office to the extent or degree required by Hill County Sheriff s Office policies and procedures.
8. Personnel files (or copies thereof) of Contractor employees assigned to the jail are to be maintained at the jail and shall be available to the Contract Administrator.
9. The Contractor shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed, qualified pharmacist.
10. The Contractor shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals and psychotropic medications by qualified personnel as prescribed to inmates.

11. The Contractor shall provide for the recording of the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

### **Care and Treatment Requirements**

1. A written manual of standardized policies and defined procedures, approved by the health care authority and the Hill County Sheriff's Office, must be reviewed at least annually and revised as necessary under the direction of the health care authority and with the approval of the Hill County Sheriff's office.
2. The Contractor shall provide for necessary laboratory and x-ray services. All abnormal laboratory and x-ray results are to be reviewed and signed by a physician with a follow-up plan of care outlined as needed.
3. The Contractor shall provide a program for meeting the special needs of the female population; e.g., pregnancy.
4. Inmate transportation for emergency care will be coordinated by the Contractor. Hill County will provide the security personnel for all offsite health care services.
5. Non-inmate health services shall be provided in the form of emergency care for staff, contractors, employees, and visitors to the Hill County Sheriff's office until the local Fire and Rescue Department arrive on the scene and takes responsibility of patient care. (Additional services to County employees are specified in the Services to County Employees section.)
6. The Contractor shall provide a total pharmaceutical system for the jail beginning with the Physician's prescribing, the dispensing of medication, and the necessary record keeping. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse.
7. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Hill County Sheriff's Office.
8. Inmates will NOT be allowed to provide any health care services, including record keeping.

### **Medical Records Requirements**

1. A medical record consistent with state regulations and community standards of practice shall be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area. These records shall be kept separate for the jail confinement records of the inmate.
2. All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the Health Care Program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County without further obligation.
3. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Sheriff, Jail Administrator, contract Administrator, District Attorney, or County Attorney such records and, upon request, provide copies. The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the contract will immediately become the property of the Sheriff's Office. Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Corrections. The Contractor shall promptly notify the Texas Department of Corrections of treatment for such inmates using provided procedures and forms and shall submit all such related bills to the Contract Administrator to ensure reimbursement to the County of all outside medical expenses and cost of pharmaceuticals incurred on behalf of such inmates. All such reimbursements are returned to the Hill County General Fund.

4. If an inmate medical record cannot be located within eight (8) hours of the discovered loss, the Contractor Administrator shall be immediately notified.
5. Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association. The Hill County Sheriff's Office will be responsible for the computer imaging of inactive files. Any and all legal actions or requests affecting inmates and/or the medical contract provider must be provided, in writing, to the Contract Administrator within twenty four (24) hours.

#### **Supplies and Office Equipment**

The contract provider should be prepared to provide whatever stock supplies are required to perform under the contract. Contractor will also supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders and forms, pharmaceuticals, laboratory fees, needles and sharps, individual and group materials, gloves and coverings, disinfectants and cleaning supplies.

Hill County will supply or make available for official use, office equipment such as copiers, fax machines, calculators, telephones, and a computer.

All equipment purchased shall be the property of the County and shall remain on site at the termination of the contract. The contract provider shall maintain a detailed inventory on all equipment including hand dental and medical instruments. A method of inventory control for facility safety and security shall be developed by the contract provider and approved by the Jail Administrator. If an item of equipment, medical or dental instrument cannot be located with thirty (30) minutes of the discovered loss, the on duty jail supervisor shall be immediately notified.

The County shall be responsible for maintenance and repair of all medical and office equipment supplied and owned by the County for use by the Contractor. Should such equipment become non-serviceable due to routine use, then the County will be responsible for its replacement.

#### **Services to County Employees**

1. Health services shall be provided in the form of emergency care for staff, contractors, employees, and/or visitors to the Hill County law enforcement and correctional facility complex until local Fire and Rescue Department arrive on the scene and takes responsibility of patient care.
2. The Contractor shall provide management of the hepatitis B vaccination program for all designated Hill County Sheriff's Office employees. Hill County will bear the cost of the vaccine.
3. The Contractor shall provide management of TB screens for all designated Hill County Sheriff's Office employees to include initial employment screens and annual testing.