

## **Request for Proposals (RFP)**

### **To Provide Inmate Healthcare Services at the Jim Wells County Jail**

The Jim Wells County Commissioners Court requests proposals for a comprehensive healthcare delivery system at the Jim Wells County Jail located at 300 N. Almond, Alice, Texas 78332. The Jim Wells County Jail (the "Jail") houses both male and female inmates. The average daily population of the Jail over the past 12 months has been **80**. Any proposal/ submittal should be based on an average daily population of **80** for the next year.

It is the intent of Jim Wells County to award a healthcare delivery system contract for a two-year term beginning December 12, 2024 and ending December 31, 2026. Jim Wells 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.

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

The deadline for questions regarding the RFP will be December 2, 2024 at 4:00 PM (CST). Questions concerning this RFP or a request to tour the facility must be directed to:

Chief Deputy Robert Waldrop  
300 N. Almond  
Alice, Texas 78332  
361-668-0341  
[r.waldrop@jimwellscounty-tx.gov](mailto:r.waldrop@jimwellscounty-tx.gov)

#### Section 1: Minimum Qualifications for all Proposers

- A. Jim Wells County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.
- B. The Proposer must be organized and exist for the primary purpose of providing healthcare services.
- C. 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.
- D. The Proposer must carry a professional liability or medical malpractice insurance policy in an amount of \$1,000,000 per occurrence and \$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 Jim Wells County as additionally insured must be submitted prior to execution of any contract.
- E. 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.

- F. The Proposer must demonstrate its ability to provide a healthcare delivery system specifically for the Jim Wells County Jail.

### Section 2: Objectives of the RFP/ RFO

- A. Each response will be evaluated as to its achievement and compliance with the following stated objectives:
- B. To deliver high quality healthcare services that can be audited against established standards.
- C. To operate the healthcare program in a cost-effective manner with full reporting and accountability to Jim Wells County and its County Sheriff.
- D. To operate the healthcare program at staffing levels agreed to with the Jail administrative staff and use only licensed, certified, and professionally trained personnel.
- E. To maintain an open and cooperative relationship with administration and staff of the Jail and other County offices.
- F. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- G. To operate the healthcare program in a humane manner with respect to the inmate's right to basic healthcare services.
- H. To operate the healthcare program in an organized and secure manner.
- I. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Jim Wells County.

### Section 3: Mandatory Requirements for all Proposals

- A. Proposals need not be in any particular format. All proposals must contain the following:
- B. Sufficient information concerning the Inmate Healthcare Program that the County representatives may evaluate 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 **80** 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 Jim Wells 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 phone calls
- 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 December 12, 2024.

#### 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 Jim Wells 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

- A) 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.
- B) 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 December 6, 2024 no later than 11:00 am. One (1) original (marked), and two (2) copies should be delivered to the Office of the Jim Wells County Judge 200 N. Almond, Alice, Texas 78332

#### Section 6: General Conditions

- A) The duration of this contract shall be December 12, 2024 until December 31, 2026. 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 Jim Wells 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 Jim Wells 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 Jim Wells County.