



JEFFERSON COUNTY PURCHASING DEPARTMENT
DEBORAH L. CLARK, PURCHASING AGENT

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

October 1, 2012

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 12-028/JW, Inmate Health Care Services for Jefferson County Correctional Facility. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and six (6) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a Site Visit and Offeror's Conference at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705 on **Tuesday, October 9, 2012 at 9:00 am CST. Please call Ms. Greene or Chief Theriot if wish to attend this site visit.**

All responses shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

RFP NAME:	Inmate Health Care Services for Jefferson County Correctional Facility
RFP NO:	RFP 12-028/JW
DUE DATE/TIME:	11:00 AM CST, October 30, 2012
MAIL OR DELIVER TO:	Jefferson County Purchasing Division 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to this RFP should be directed to Cindy Greene, Contract Monitor, or Assistant Deputy Chief Jeff Theriot, at 409-720-4041.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

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RFP 12-028/JW

Inmate Health Care Services for Jefferson County Correctional Facility

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Section 1 Preliminary Schedule of Important Dates

October 1, 2012	Distribution of RFP
October 9, 2012, 9:00 am CST	Offerors' Site Visit & Conference
October 30, 2012 by 11:00 am CST	Due Date for Proposals
December 1, 2012	Contractor Begins On-Site Implementation

Section 2 Instructions for Submitting a Proposal

- 2.1 Who May Submit Proposals: Any competent and qualified health care firm which is capable of providing good health care services for correctional institutions in a competent and cost-effective manner may submit a proposal to provide the requested services.
- 2.2 Proposal Format: Proposals shall be typewritten on 8½ x 11 inch paper, with pages numbered and bound. Schedules, exhibits or other presentations that do not lend themselves to the bound format or to the limitations on size, are exempt from these requirements, but should be properly identified and referenced.
- 2.3 Contents of Proposal:
 - 2.3.1 Cover sheet identifying proposal and preparers.
 - 2.3.2 Information sheet containing offeror's name, mailing address, telephone number, fax number, contact person(s).
 - 2.3.3 In narrative form, information describing the company. Include, as applicable: its history; leadership; executive and management staff; current (within the last 5 years) contract health service history, including names, addresses and telephone numbers to contact for references; accreditation experience with nationally recognized organizations; special strengths or factors to be considered; and any other information the offeror wishes to be considered in this section.
 - 2.3.4 In narrative form, a statement of how the contractor will undertake and perform the task of providing quality health services to the inmates of the Jefferson County Correctional Facility (JCCF), Beaumont, Texas. The narrative should describe how the contractor will prepare for the implementation of the contract; the program to be established; and expected results. Further, in this section, the offeror should describe the services to be provided (details of medical, dental, mental health, any special programs, infirmary, hospital inpatient and emergency, clinical, and specialty); the staffing levels and quantity (numbers at each level and hours per week) to be assigned to JCCF, and the shift coverage; any significant management tools to be used; training and continuing education to be provided all health care professional staff; training of custodial staff in health related areas (e.g. First Aid, suicide prevention, other); any special programs to be made available; records and documentation to be maintained; and how quality of care will be assured. Further, the offeror may describe any unique features of its program; however, include only those features or items that are included in the base price.
 - 2.3.5 Identification and description of any special or unique features or additions the offeror wishes to offer as alternatives or options that will **increase** the base price.
 - 2.3.6 Identification and description of any alternates, which, if accepted will **decrease** the base price.

2.3.7 A **Proposal Price Sheet** attachment which states, as a lump sum, the base price for which the Offeror offers to provide the services and meet all the requirements of the RFP for the period of **December 1, 2012 to November 30, 2014** based on an average daily population of nine hundred (900) inmates. The attachment should also include:

- The number of inmates (total daily population) for whom all health care services will be provided under the contract for the lump sum stated, and the point at which a surcharge will be made for additional population and the point at which there will be a decrease in the charge due to lesser population. In both instances, the amount of the surcharge or decrease in charge should be stated.
- Any alternates that will increase or decrease the lump sum base price, such as the yearly aggregate cap of \$500,000; or all inclusive comprehensive contract.
- A breakdown of the lump sum price by line item descriptions and amounts (e.g., staffing, salaries and benefits; consulting/specialty care with breakdown by type, number of hours, and rate; inpatient hospital care, including days of care, operating room and other special costs; pharmaceuticals; hospital emergency care costs; transportation; equipment; supplies; miscellaneous expenses; general administrative; and any other additions or operating costs and charges). The total for the line items should be the same as the stated lump sum base price. In the event of a discrepancy, the lump sum price will govern.
- The percentage by which the contract price will be increased or decreased if the contract term is extended for three additional one-year terms.

2.3.8 A statement describing contractor's insurance coverage for any occurrences or liabilities that will remain in force throughout the term of the contract, including any extension thereof.

2.3.9 Audited financial statements for the most recent fiscal year, and year before that, supporting the offeror's financial capability to undertake and complete the performance of the contract.

2.3.10 Signature, title, and date.

2.4 Closing Date: The original of the proposal, including any attachments or exhibits, shall be submitted in a sealed package and delivered **no later 11:00 am, Tuesday, October 30, 2012**. Proposal is to be submitted to:

Deborah L. Clark
Purchasing Agent, Jefferson County
First Floor, Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Proposals shall be clearly marked on front exterior of package, in lower left hand corner, with name of offeror and the legend:

Sealed Proposal for RFP 12-028/JW, Inmate Health Care Services for Jefferson County Correctional Facility, Beaumont, Texas, to be opened and Publicly Acknowledged at 11:00 am, Tuesday, October 30, 2012, in the Commissioners' Courtroom, Fourth Floor.

- 2.5 Copies: Also to be submitted at the same time and to the same address are six (6) exact copies in a separate package, marked on its face with the word "COPIES" and with the name of the offeror and the legend "Copies of Sealed Proposal for Health Care Services for the Inmates of the Jefferson County Correctional Facility, Beaumont, Texas, to be opened at 11:00 am, on Tuesday, October 30, 2012.
- 2.6 RFP Inquiries: Inquiries regarding the Request for Proposal (RFP) or for any other information relating to the RFP or proposal documents should be addressed to:
- Cindy Greene, Contract Monitor
Jeff Theriot, Assistant Deputy Chief
Office of G. Mitch Woods
Sheriff, Jefferson County, TX
5030 Hwy 69 South
Beaumont, TX 77705
Tel: (409) 720-4041 or (409) 726-2513
Fax: (409) 726-2511
- 2.7 Site Visits and Offeror's Conference: There will be a site visit and Offeror's Conference at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705 on **Tuesday, October 9, 2012 at 9:00 am CST**. Offerors are encouraged to visit JCCF and to seek any additional information that may be helpful in the preparation of their proposals. Offerors planning to submit a proposal must attend the conference.
- 2.8 Offeror's Expenses: Costs and expenses relating to the preparation of a proposal and its submission are to be borne solely by the offeror. The County shall not be responsible for any such costs or expenses.

Section 3 General Conditions

- 3.1 Proposal is Offer: All proposals received become the property of Jefferson County, Texas. By its submission, when opened on or after the date and time set as the Closing Date, the proposal constitutes a valid offer, irrevocable for a period of sixty days after said date (except as stated in following paragraph).
- 3.2 Withdrawal of Proposal: A proposal that is in the possession of the County pursuant to its submission by a proposal, may be submitted in a sealed envelope bearing the name of the person authorized to do so, or by a fax or letter bearing the name and signature of the person authorized to do so, provided it is received in the office of the Purchasing Agent **prior** to the date and time of the opening. The communication should not reveal the Proposal pricing but should indicate the addition, subtraction or other change. Telephone, fax or verbal communications seeking to alter a proposal that has been submitted, will not be accepted.
- 3.3 Proposal Ideas & Concepts: Jefferson County reserves to itself the right to adopt or use for its benefit and without obligation, any concept, plan or idea contained in a proposal submitted in response to this RFP.
- 3.4 Right to Reject Proposals: Jefferson County reserves the right to reject any or all proposals, to waive any informality or technical defects in the proposal, and unless otherwise specified by the offeror, to accept any item or groups of items in the proposal, as it determines to be in the best interest of Jefferson County, Texas.
- 3.5 Evaluation: Each proposal will be evaluated by an Evaluation Committee (EC) consisting of representatives from the Jefferson County Sheriff's Department, Jefferson County Judge's office, Jefferson County Auditing Department, as well as County Commissioners. In making such evaluation, the EC will be guided by the following point system that has 100 points as the maximum total:

Price	0 to 30 points
Technical	0 to 30 points
Staffing	0 to 20 points
Qualifications	0 to 20 points

In computing points for each of the above four criteria, the Evaluation Committee will take the following into consideration:

- 3.5.1 Basic Requirements: Initially, the proposal will be examined to determine if it "qualifies" in that it meets the basic requirements for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the offeror to meet the basic requirements of a proposal may disqualify it from further consideration.
- 3.5.2 Evaluation of Qualifying Proposals: Having determined that a proposal meets the basic requirements, the EC will then evaluate it with respect to each of the following elements:
- Price (Maximum 30 Points): The stated lump sum base price for full performance in meeting the requirements of the RFP for the initial 2-year term of the contract will be of major consideration under this category. In further reviewing "price", the EC may also refer to the line item information that has been provided. In addition, to be considered are such matters as increases or decreases for changes in the jail

population, for alternates offered, if any, and for the extension of the contract for three separate one year renewals.

- **Technical (Maximum 30 Points):** In evaluating the proposal for its technical aspects, the Evaluation Committee will take into account the offeror's understanding of Jefferson County Correctional Facility's current health services system. The EC will review the proposal for its completeness, see how the contractor will approach the task of initiating and then fully implementing its program, look at the proposed health care delivery system in all its facets including how desired results will be attained. In all, the proposal's clarity, understanding of issues, reasonableness of solutions to problems, completeness of program, and demonstration of assurances of performance as to quality and efficiency will be weighted when scoring this category.
- **Staffing (Maximum 20 Points):** In evaluating this criterion, the EC will look at what is proposed as a staffing pattern for JCCF. Included in the review of this portion of the proposal will be: staffing levels at JCCF (e.g., physicians, RNs and LVNs, EMT-Ps, dentist, dental assistant, in-house specialists, psychiatrists, psychologists, mental health workers, medical records personnel); proposed facility and shift assignments of health staff; and proposed coverage – taking into account the preceding and the pattern of coverage (number at each level, and days, hours, night, weekends, full or part time, etc.). Also taken into account will be the levels and capabilities of senior management and on-site medical and administrative supervisors, and the use of off-site professional assistance (specialists and consultants).
- **Qualifications (Maximum 20 Points):** Included in this criterion of the evaluation will be: Length of time offeror has been in the business of providing health care services and length of time as a contractor providing health care services in the jail/correctional setting; current and recent history of past performances by the offeror of a similar nature to the performance offered in response to the RFP; recent history of past performances, if any, in other major contracts less directly related to the work proposed under this RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performances and the reliability and responsiveness of the offeror; the apparent capabilities of the offeror to perform well in the execution of its obligations under a contract with Jefferson County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations; the offeror's financial resources and stability; and, any other factors defining the offeror's capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP.

When the EC has completed its deliberations, it will designate one or more offerors as finalists to engage in discussions with the committee or its designee for the purpose of clarifying the proposal and to make a final and best offer. At the conclusion of this phase, the Commissioners' Court will then make its award of contract to the successful offeror, which award will be subject to the finalization of agreement following contract negotiations.

- 3.6 **Term:** the term of the contract shall be from **December 1, 2012 through November 30, 2014**. It may be extended for three additional one-year terms if the Commissioners' Court so elects and the Offeror has indicated in its response to this RFP its willingness to do so.
- 3.7 **Quality of Care:** The Contractor is required to develop and maintain a health care services program that meets constitutional and community standards.

3.8 Accreditation: the Contractor is required to meet and maintain, at its cost accreditation by the National Commission on Correctional Health Care (NCCHC) for JCCF. The County may terminate the agreement and/or may elect to deduct five percent from the monies due to the contractor or to become due to the contractor during any period of non-accreditation. The offeror will further agree that said deduction shall not be construed as a penalty but as an element of the consideration, including price, given by the County in determining the successful offeror and in making the award to the contractor.

The accreditation is to be maintained throughout the contract term and any extensions thereof.

3.9 Monitoring Performance: The County shall have the unfettered right to monitor the Contractor's work in every respect. In this regard, the Contractor shall provide its full cooperation, and insure the cooperation of its employees, agents and subcontractors. Further, the Contractor shall make available for inspection or/and copying when requested, original: time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other data, records and accounts relating to the Contractor's work and performance under the contract. In the event any such material is not held by the Contractor in its original form, a true copy shall be provided.

3.10 Contractor's Representative: the contractor will appoint, by name, a company representative who shall be responsible for seeing to the implementation of the provisions of the contract in behalf of the contractor. The appointed representative shall be responsible to provide such services as will insure that contractor's obligations will be carried out in an organized and responsive manner.

3.11 Responsiveness: Offerors are expected to examine proposals, schedules and instructions included in the RFP package and to seek whatever additional information they need. Failure to do so will be at the offeror's risk.

3.12 Accuracy of Data: Information and data provided through this RFP are believed to be reasonably accurate. Offerors are urged to request other information they feel may be useful and to verify information and data wherever possible.

3.13 Subject to County Funding: The contract to be entered into will stipulate that it is subject to the County appropriating and making available sufficient funds.

3.14 Records at Termination: All manuals, policies and procedures, records and documentation developed, purchased or maintained by the Contractor for JCCF, shall be the property of the County. Upon termination of the contract, they shall remain the property of the County without its further obligation.

3.15 Supplies and Equipment at Termination: All supplies and equipment purchased by the Contractor for use at JCCF, shall be the property of the County. At the time of termination of the contract, they shall remain the property of Jefferson County without its further obligation.

3.16 Restrictive Covenants: The successful offeror pursuant to this RFP will take no action, written or verbal, that will in any way restrict or intend to restrict the opportunity or right of any person or firm, employed or engaged by the Contractor at any time during the term of this contract or any extensions thereof to provide services or products at JCCF from being employed or engaged by any successor contractor or contractors or by the County or any public agency of Jefferson County, when this contract terminates.

3.17 Rejection of Personnel: 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 or the Office of the Sheriff of Jefferson County deems such action to be in its best interest and in the 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 JCCF is under the sole jurisdiction of the Sheriff of Jefferson County.

- 3.18 **Payments:** The County will make monthly payments to the Contractor in a manner provided under the contract and as customarily done by the County. It is anticipated that the contract will provide for monthly adjustments of the account to reflect such matters as: budgeted but unfilled positions or absent personnel; or for changes in daily inmate population.
- 3.19 **Maximum Liability:** The contractor's maximum liability for costs associated with the off-site provision of medical care under this agreement will be an annual aggregate cap of Five Hundred Thousand Dollars (\$500,000.00). Any expenses incurred or to be incurred for medical and other health care services provided off-site (e.g., hospital, specialists, dialysis), in excess of that amount will be the responsibility of the County.
- 3.20 **Taxes:** The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.
- 3.21 **Insurance:** The Contractor will be required to have and to maintain for the benefit of Jefferson County and its commissioners, agents and employees, comprehensive general liability, automobile liability, professional liability and malpractice (occurrence), worker's compensation, and employer's liability insurance. The kind of insurance, company issuing each policy and the coverage should be described in the offeror's response to the RFP.
- 3.22 **Non-Discrimination:** The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.
- 3.23 **Conflict of Interest:** The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

- 3.24 **Security Check:** All Contractor personnel, including the personnel of its subcontractors and agents shall comply with all security regulations and security background checks and clearance by the County Sheriff's Office. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. Violations of regulations may result in the employee being denied access to JCCF.
- 3.25 **Termination for Cause:** The County, upon thirty days' written notice to the contractor, may terminate the agreement in whole or in part for just cause, which shall include failure of the Contractor to fulfill in a timely and proper manner any one or more of its obligations under the contract. In such event, all documents, data, models and reports prepared under the contract shall become the County's property. The requirement for thirty days' notice shall be waived in the event the contractor abandons its obligations under its agreement with the County, or becomes bankrupt or fails to meet its payment obligations to its staff or suppliers.

- 3.26 Statistical Data: The Contractor will be required to keep statistical data in such areas as inmate sick call requests, sick call encounters (non-physicians), sick call encounters by physician and specialties, infirmary stays, mental health evaluation and treatment related data, hospital stays, off-site emergency visits, off-site consultant specialty referrals, history and physical assessments, medications, all lab testing, radiology, dental examinations and treatment, chronic care clinics, and in such other areas as the Contractor and the County agree would be useful for evaluating the health care program and the planning for its future. The Contractor will provide to the County monthly reports of these statistical data and a complete summary annual report of a fiscal year basis.
- 3.27 Independent Contractor: The Contractor is an independent entity, and acts in its own capacity and not as an employee or agent of the County or State. Similarly, any persons employed by the Contractor, or any of its agents, subcontractors, suppliers, or other individuals or firm providing products or services that relate to this agreement, shall not be deemed to be an agent or employee of the County. Contractor shall make clear this relationship in its agreements with other parties for products or services to be provided for or at JCCF.
- 3.28 Personnel Files: The personnel files (or copies thereof) of contract employees assigned to JCCF are to be maintained at JCCF and shall be available to the Sheriff or his designee.
- 3.29 Copies of Subcontracts: A copy of each agreement (entered into by the Contractor and its provider or supplier) for medical or health services, such as: physician service, nurse service, dental service, dialysis service, ambulance service, hospital service (in-patient or emergency), medical specialty service, mental health service, pharmacy, optometric, laboratory, radiology, or other health services will be provided to the Contract Monitor.
- 3.30 Assignment: The contract between the Contractor and the County may not be assigned by the Contractor without written approval of the County. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. However, claims for money due or to become due to the Contractor from the County under the contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the County. Notice of any such assignment or transfer shall be furnished to the County.
- 3.31 Alterations to the Contract: Any alterations, variations, modifications or waivers of the provisions of the contract will be valid only if they are reduced to writing, duly signed by the parties and attached to the original contract agreement.
- 3.32 Immunity: The County specifically reserves to itself any claim it may have to immunity as a government entity, in defense to any action arising in conjunction with the contract.
- 3.33 Texas Law Governs: The Agreement between the County and the Contractor shall be interpreted and construed in accordance with the laws of the State of Texas.

Section 4 Technical Specifications

4.1 Purpose: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

4.2 Description of Jail: Jefferson County Correctional Facility (JCCF) was opened in January 1992, and housed 685 adult males and 121 females on July 30, 2012.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

4.3 Current Contractor: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with NaphCare, a private health care contract provider. The current contract was entered into on December 1, 2007. The initial term was to end November 30, 2009. The agreement was renewed for 3 years and now expires on November 30, 2012.

4.4 Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

4.5 Supplies and Office Equipment: Supplies and medications on hand at the contract starting date will be available for use by the contract provider. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used).

In addition, the Contractor will supply at its expense on-site office equipment it needs such as copiers, fax machines, pagers, calculators, additional telephones, answering machines, ordinary computer equipment.

In addition to supplies and equipment on-site on the date of the contract, the County will provide all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.

- 4.6 Placing Purchased Item in Correct Category: In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".
- 4.7 Equipment and Supplies Remain Property of the County: All equipment purchased under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.
- 4.8 Records and Documentation Remain the Property of the County: 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.
- 4.9 Services and Administration: The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program, but is intended only as a general description of some of the program's contents.
 - 4.9.1 The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards.
 - 4.9.2 The Contractor shall coordinate with a Jail Administrator and Contract Monitor meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.

The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

Statistical reports and incident reports shall be submitted to the Contract Monitor monthly. The Health Administrator and Contract Monitor will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Contract Monitor immediately.

- 4.9.3 The provision for monthly health service staff meetings to include medical, dental, and mental health, to ensure good communication within health services, and the documentation of such meetings.
- 4.9.4 The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.
- 4.9.5 The Contractor shall include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.
- 4.9.6 The Contractor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay, if applicable is neither longer nor shorter than medically indicated.
- 4.9.7 The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.
- 4.9.8 The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.
- 4.9.9 The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.
- 4.9.10 Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment. The Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies.
- 4.9.11 Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Contract Monitor when requested.

4.9.12 The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.

The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.

The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.

All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the County and JCCF.

The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.

The Contractor shall notify and consult with the Contract Monitor prior to discharging, removing, or failing to renew contracts of professional staff.

4.9.13 The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.

4.9.14 That job descriptions are provided for all areas of health staff employment and that staff are adequately oriented to their tasks.

4.9.15 That there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient and quality health services program. Health services staff shall include a 12 hour MD plus 40 hour NP/PA or a 40 hour MD per week medical director, and a full-time health services administrator. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions. The Contractor is also to indicate in its proposal, the levels, numbers and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.

4.9.16 Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor, if any, were computed into their staffing ratio. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All full-time contractual staff shall be on-site for at least 40 hours per week.

In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis.

Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the county for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point there are 3 or more vacant positions, the contractor will have a vacancy rate of 12% and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Contract Monitor. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by Contractor.

In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1,050 or decreases below 750. If the population increases beyond 1,050 or decreases below 800, a per diem will be charged. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 800; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1,050 inmates or fall below 750 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.

- 4.9.17 That adequate and appropriate medications are on hand or available in timely order, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.

Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.

The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.

Contractor shall include a Medication Administration Record to include all information contained on the prescription label.

JCCF sells some non-prescription items through the Commissary.

- 4.9.18 That there are adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for

purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.

- 4.9.19 That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to JCCF any inmate who displays signs of needing imminent health care due to untreated injury, illness or communicable disease until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, or communicable disease for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.

Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

- 4.9.20 That there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14 day full health assessment must include the following:

- Review of the receiving screening,
- Complete history and physical examination,
- Recording of vital signs, height, and weight,
- Mental health evaluation,
- Vision and hearing screening,
- Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
- Review of the results of the health appraisal by a physician, and
- Initiation of therapy, when appropriate.

The Contractor must provide the following dental services on-site:

- Prevention of dental disease and oral hygiene education,
- Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
- Referral to a dental specialist if needed, and
- Provision for emergency care.

- 4.9.21 That inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.

The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all

appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.

Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.

4.9.22 That when needed and as appropriate, eye glasses, dental replacement and other prostheses are furnished to the inmate requiring same at the expense of the Contractor in accordance with NCCHC guidelines.

4.9.23 The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. That confidential and complete and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health and dental care, and hospital in-patient and emergency care, laboratory and radiological services, medication administration record, and medical specialty encounters.

The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.

The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

4.9.24 That inmates are provided with an opportunity for self-education regarding their personal health and well being, and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB and any other public health communicable disease. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.

4.9.25 That diagnostic, radiological, medical specialty, and emergency and in-patient hospital services and care are provided.

The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.

4.9.26 The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and key tones, vital signs, assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia.

4.9.27 The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.

4.9.28 The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.

The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.

Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital.

4.9.29 That infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.

4.9.30 Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.

4.9.31 JCCF has implemented a co-pay program for health services.

4.9.32 The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room.

4.9.33 The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.

4.9.34 Contractor will perform pre-employment physicals for JCCF employees. The Contractor's physician will be responsible for obtaining a history and performing a physical for prospective employees of JCCF.

- 4.10 Standards and Accreditation: Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2008). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.
- 4.11 Alternates (Options): The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates should be sufficiently described and labeled within the proposal, and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.
- 4.12 Electronic Medical Records (EMR) Contractor must provide an EMR that meets all NCCHC, ACA, Texas Jail Standards, and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The contractor must agree to give the county all medical records in a digitized stand alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.

Section 5

Dictionary of Terms and Phrases

- Accreditation** – Award given by the National Commission on Correctional Health Care signifying compliance with the required number of its Standards for Health Services in Jails 2008.
- Alternates** – Items or activities that may be added or deleted from the scope of the services to be provided under the contract.
- Appropriation Funding** – Action of County Government in designating period funding for the Jefferson County Correctional Facility.
- Base Price (Lump Sum Price)** – The total charge under the contract for the performance specified or described in the RFP documents, but not including options or alternatives, or increases or decreases for the extension period.
- Closing Date** – The latest date and time at which proposals are to be received by the County.
- Contract** – The formal agreement entered into by the successful offeror upon award. The contract is the agreement between the County and the person or firm receiving the award and governs rights and obligations of the parties.
- Contractor** – The person or firm entering into a formal agreement in response to the RFP and its proposal.
- County** – Jefferson County, Texas. The government entity that contracts with the successful offeror. Also see Commissioners' Court, and Office of the Sheriff since one or the other may be used to indicate the party other than the contractor.
- Emergency** – Medical (including mental health and dental) care required on an immediate basis because of its life-threatening or urgent nature. In the context of the contract, it is care provided in an acute care facility (hospital).
- Employee** – A salaried person working for the contractor or in Jefferson County Correctional Facility.
- Engage-Employ** – A salaried person is “employed”, full or part-time, by the contractor or County; an independent person or firm is “engaged” by either party, under a contract to provide a product or service (e.g., medical specialist, hospital, lab).
- Equipment** – Manufactured items used in the diagnosis, treatment, and the care of patients. Items purchased during the term of the contract at a net cost greater than \$500.
- Evaluation** – Process by which proposals responding to the RFP are judged for potential award of contract.
- Evaluation Committee** – Group of persons appointed by the County to provide an evaluation of the proposals submitted in response to the RFP.
- Facility** – Jefferson County Correctional Facility
- Final Offer** – At request of County, last and best offer made by a finalist at conclusion of negotiations.
- Hospital** – A facility that is qualified and licensed to provide competent acute medical care for a patient inmate on a 24 hour basis.
- Independent Contractor** – Person or firm that acts as an individual entity and not as an agent, representative or employee of another. The offeror is an independent contractor.
- Insurance** – Protection provided to the County by contractor for any claims made against the County arising from the contractor's acts, or failure to act, or performance under the contract.
- JCCF** – Jefferson County Correctional Facility
- Lump Sum** – See Base Price.

Section 5

Dictionary of Terms and Phrases

(Continued)

- Monitor/Monitoring – Review and oversight functions carried out by the County or its agent for the purpose of determining continuing contractor compliance with the requirements of the contract.
- NCCHC-National Commission – A not-for-profit, organization supported by national on Correctional Health Care professional associations that provides a voluntary accreditation program which recognizes jails and prisons that meet its standards.
- Package – The total of the documents, forms, and data provided to prospective offerors as part of the RFP.
- Program – The total activity undertaken or to be undertaken by the contractor in implementing its contract with the Jefferson County Commissioners' Court.
- Proposal/Offeror – The person or firm responding to the Request for Proposal by submitting a formal offer in accordance with the RFP documents.
- Offerors' Conference – A meeting conducted by the County for the purpose of providing offerors with information regarding the RFP and receiving responses to questions.
- Provider (or Contract Provider) – The Contractor. (May also refer to the Contractor's subcontractors).
- Qualifications – Information and data relating to the offeror's competency and responsibility to carry out the program described in the RFP.
- Quality of Care – The character and substance of medical and other health services care provided to inmates at the County Jail. Care required is to meet community standards and the standards of the National Commission on Correctional Health Care.
- Quality Assurance – A structured program maintained by the contractor for the purpose of improving the quality of care provided to the inmates at the jail.
- RFP - Request for Proposal – The document issued by the Commissioners' Court of Jefferson County, Texas, inviting qualified persons or firms to submit a proposal to provide medical and other health services at the County Jail
- Restrictive Covenant – A provision in the contractor's agreement with its employee or agent, or in any of its contracts or subcontracts for products or services, that intends to restrict the employee, agent or firm from being employed or engaged by the County or its contractors or agents to provide similar services or products as those performed or provided for the Contractor.
- Site Visit – Offeror's presence at Jefferson County Correctional Facility for the purpose of gaining firsthand information relating to the contract requirements.
- Specialty - Medical Specialty – A professional medical area of expertise such as ophthalmology, surgery, oncology, gynecology, and cardiology. In most jails, services by a medical specialist are provided off-site at a hospital, clinic or specialist's office.
- Staffing Levels – The professional qualification designations of the required or allocated staff at an institution (e.g., RN, LVN, EMT-P, MD).
- Standards – Recognized community acceptable levels and quality of care. Also, the current minimum requirements for jail health care (Standards for Health Services in Jails) as published by the National Commission on Correctional Health Care and used in its accreditation program.
- Starting Date – The date for beginning the implementation of the contract to provide medical and other health services for the inmates of the Jefferson County Correctional Facility.
- State – The State of Texas

Section 5
Dictionary of Terms and Phrases
(Continued)

Subcontractor or Subprovider – An independent firm which contracts with the Contractor to perform in its behalf a portion of the Contractor's responsibilities under its agreement with the County.

Term – The period for performance of the contract. The initial term begins at the "starting date" and ends on November 30, 2014, unless terminated sooner for cause, or for lack of appropriated funds. The term may be extended as provided in the RFP.

Termination – Concluding the contract, either by virtue of the end of the term (including any extensions thereof) being reached, or by actions taken pursuant to provisions of the contract.

Texas Commission on Jail Standards – Authority by the Texas Legislature to implement a declared state policy that all county jail facilities conform to minimum standards of construction, maintenance, and operation. The jurisdiction of the Commission includes county and municipal jails operated under the vendor contract. The standards pertaining to Health Services are located in Chapter 273.

Time – Local time at Beaumont, Texas.

Section 6 Price and Verification of Proposal

The (name of Offeror) _____ agrees to furnish medical and other health services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance with its Request for Proposal (RFP) dated October 1, 2012, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) _____, and all accompanying forms and attachments, for the sums stated hereafter.

6.1 Base Proposal: For the Two Year Period Beginning December 1, 2012 and Ending November 30, 2014. (In words and numbers below):

_____ (\$_____)

6.1.1 The above price is based on an average daily population (ADP) of nine hundred (900) inmates during a billing period. If the ADP increases or decreases by _____ percent, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by a greater percentage, the price will be increased for that billing period at the rate of \$ _____ per inmate in excess of the basic adjusted price. If the ADP decreases by a greater percentage, the price will be decreased for that billing period at the rate of \$ _____ per inmate in excess of the basic adjusted price.

6.1.2 By submission of this proposal, the offeror certifies that:

- a. Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.
- b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- c. The person signing this proposal certifies that (s)he is authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.

6.2 Alternates:

The following alternates are offered as part of this proposal:

6.2.1 NONE: _____

6.2.2 Alternates That Will Not Affect the Price:

6.2.3 Alternates That Will Affect the Price:

[Offeror should number and list above any alternates it wishes to offer **and** has identified in detail in the body of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump sum price (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (and amount) for that period, or if it will not be affected by the alternate).

**Section 6
Price and Verification of Proposal
(Continued)**

6.3 To extend the term of the contract for three additional one-year periods, beginning **November 30, 2014 and ending November 29, 2017.**

In the event it is awarded the contract pursuant to its proposal dated _____, in response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one-year periods, **the base proposal price as stated in "A" above shall be (increased) (decreased) the following percentage (in words and numbers below):**

Offeror: (Company Name) _____

Authorized Signature (Typed) _____

(Signed) _____

Company Address: _____

Phone Number _____ Fax Number _____

Corporation (); State of Incorporation _____

Partnership (); Other _____

Federal Employer Identification Number: _____

Contact Person: _____ Phone Number: _____

6.4 Line Itemization of Base Proposal (A)

Bottom line total should agree with base price as stated under A. Base Proposal

The Offeror (Name of Company): _____ herein submits its breakdown of its proposal price, as required by the Jefferson County RFP for medical and other health care services to be provided at the Jefferson County Correctional Facility, Beaumont, Texas, for the two-year period **beginning December 1, 2012 and ending November 30, 2014.** In the event that there is a discrepancy between the bottom line total(s) as stated in this Line Itemization and the amount stated under "A. Base Proposal", the latter shall govern.

Name of Offeror: _____

Typed Signature: _____

Signed: _____

(Offeror may use whatever format it wishes. Information can be presented here or in a separate attachment. If the latter, please note that fact, on this form).

Attachment A Health Services Budget

Cap Year 10/01/2007 – 09/30/2008

Cap Amount	\$500,000.00
Total Payments	\$1,411,769.66
Amount Over Cap	\$911,769.66

Cap Year 10/01/2008 – 09/30/2009

Cap Amount	\$500,000.00
Total Payments	\$1,187,090.63
Amount Over Cap	\$687,090.63

Cap Year 10/01/2009 – 09/30/2010

Cap Amount	\$500,000.00
Total Payments	\$1,110,272.08
Amount Over Cap	\$610,272.08

Cap Year 10/01/2010 – 09/30/2011

Cap Amount	\$500,000.00
Total Payments	\$746,504.32
Amount Over Cap	\$246,504.32

Cap Year 10/01/2011 – 06/30/2012

Cap Amount	\$ 500,000.00
Total Payments	\$718,325.58
Amount Over Cap	\$218,325.58

Attachment B Medical Statistics (May 2011 to May 2012)

Physician Sick Calls	771
Nurse Practitioner Sick Calls	11,076
Dental Sick Calls	2,097
Psychiatrist Sick Calls	1,287
LPC	4,123
Nurse Sick Calls	127,129
Intake Screenings	17,529
TB Screenings	17,438
Laboratory	2,772
X-Ray	947

Off-Site Referrals:

General Surgery	2
OB/GYN	79
Ophthalmology	31
Orthopedics	31
ENT	2
Urology	2
Oral	5
Cardiology	3
Infectious Disease	31
Podiatry	5
G.I.	2
Oncology	2
Dermatology	1
Pulmonary	1
Outpatient Surgery	2
Outpatient Diagnostics	4
Dialysis	62
ER	92
Hospital Admission	26

Attachment C Staffing Requirements

Position	FTE	Hours Per Week
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Days

NP/PA	1.00	40
Medical Director*	.30	12
Dentist	.50	20
Psychiatrist	.25	10
RN/Administrator	1.00	40
RN/Director of Nursing	1.00	40
RN	1.40	56
LVN	1.40	56
LVN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56
Mental Health Counselor	1.50	60
Dental Assistant	.50	20
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

Evenings

RN	1.40	56
LVN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56
EMT-P/I	.60	24

Nights

RN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56

Total	25.56	1,022.00
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- *On Call 24 hours a day, seven days per week
- FTE = Full Time Equivalent
- * EMT-P or EMT-I
- FT NP/PA & MD 12 hrs or FT MD

Attachment D Off-Site Providers

HOSPITAL	ST. ELIZABETH HOSPITAL 830 CALDER AVE. BEAUMONT, TX 77702 (409) 892-7171
OPHTHALMOLOGY	DR. LEVACY & HARMON 3345 PLAZA 10 BLVD. SUITE B BEAUMONT, TX 77707 (409) 833-0444 BEAUMONT EYE ASSOCIATES 3129 COLLEGE BEAUMONT, TX 77701 (409) 838-3725
GENERAL SURGERY	DR. KACY AND HORTON 2955 HARRISON SUITE 200 BEAUMONT, TX 77702 (409) 892-3820
ORAL SURGEON	DR. ROD 2929 CALDER SUITE 302 BEAUMONT, TX 77702 (409) 832-2532
OB/GYN	DR. HANSON 3070 COLLEGE SUITE 300 BEAUMONT, TX 77701 (409) 835-3350
ORTHOPEDICS	BEAUMONT BONE & JOINT 3650 LAUREL AVE. BEAUMONT, TX 77707 (409) 838-0346
PLASTIC SURGEON	DR. BINUR 810 HOSPITAL DRIVE BEAUMONT, TX 77701 (409) 838-0700
CARDIOLOGY	SETX CARDIOLOGY ASSOCIATES 755 S. 11 TH ST., SUITE 270 BEAUMONT, TX 77702 (409) 832-8862
DERMATOLOGY	DR. MAY 810 HOSPITAL DRIVE BEAUMONT, TX 77701 (409) 835-4790

**Attachment D
Off-Site Providers (Continued)**

UROLOGY	SETX UROLOGY 755 N. 11 TH ST., SUITE P3200 BEAUMONT, TX 77702 (409) 899-4111
NEPHROLOGY	DR. DERDERIAN 3030 NORTH SUITE 340 BEAUMONT, TX 77702 (409) 899-1117 DR. LOZANO 2900 NORTH SUITE 410 BEAUMONT, TX 77702 (409) 896-5200
DIALYSIS	BIOTRONICS KIDNEY CENTER PO BOX 7464 BEAUMONT, TX 77726 (409) 839-8204
AMBULANCE	ACADIAN PO BOX 98000 LAFAYETTE, LA 70509 (337) 291-3333
LABORATORY ON-SITE	LABCORP P.O. BOX 8105 BURLINGTON, NC 27215 800-553-5059
RADIOLOGY ON-SITE	INTERNATIONAL RADIOLOGY GROUP, INC. P.O. BOX 971534 DALLAS, TX 75397 (214) 658-1174 MOBILE-X USA THE HIGHLANDS 920 RIDGEMONT SPARKS, MO 21152 1-800-834-2420

Attachment E Relating to the Jail Population

The jail's population on July 30, 2012 was: 806

Total book-ins May 2011 – May 2012: 21,653

Average book-ins per month: 1,804

Number of inmates over 14 days: 3,850

Percentage of book-ins with over 14 day stay: 22%

	Total	White	Black	Male	Female	White Male	Black Male	White Female	Black Female
	806	276	530	685	121	228	457	48	73
Booked In	74	33	41	48	26	24	24	9	17
Released	73	31	42	65	8	27	38	4	4

Subjects booked in from May 1, 2011 to May 1, 2012:

Female/Black	3,110
Female/White	2,338
Male/Black	9,039
<u>Male/White</u>	<u>7,166</u>
Total Booked In:	21,653

Attachment F Description of Facility

The Jefferson County Correctional Facility was opened in January 1992. The facility is a combination of minimum, medium, and maximum security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum security units also have 12 isolation cells.

The average daily population from June 2011 to May 2012 is 853, with approximately 125 female inmates. This facility has 25-30 inmates that participate in a work release program. The inmates leave the facility to work in the community.