

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 **SCOPE OF PROJECT:** Collin County is soliciting competitive proposals to provide professional services for comprehensive health care to the inmate population including but not limited to management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray and on-site routine medical services.
- 4.2 **PURPOSE:** Collin County has the statutory and constitutional duty and responsibility to provide adequate medical, psychiatric, dental and other health care services for persons remanded to its care, custody and control within the Collin County Detention Facilities which consists of the Collin County Justice Center and Minimum Security and the John R. Roach Juvenile Detention Center. The total health care system network is to provide health care in order to help facilitate quality preventive care and education, early identification and intervention, and treatment.
- 4.3 **AUTHORIZATION:** By order of the Commissioners' Court of Collin County, Texas sealed Request for Proposals (RFP) will be received for Services: Inmate Health Care, RFP No. 2013-153
- 4.4 **PERFORMANCE BOND:** A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract.
- 4.5 **PERMITS, TAXES, LICENSES:** The Provider is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
- 4.6 **ALTERNATIVE PROPOSALS;** Collin County may entertain alternative proposals submitted by any or all vendors but the primary response must correspond directly to the immediate requirements of the RFP (or that's specific section of the RFP if only a particular service is being bid). Such alternatives may include, for example, catastrophic limits, aggregate cap, modified staffing, etc.
- 4.7 **INTENT OF RFP:** Collin County's intent of this RFP and possible contract is to obtain information from and the services of a qualified Provider with extensive experience in the provision of medical care to inmates and/or juveniles.
- 4.8 **MANDATORY PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted by Collin County at 1:30 p.m., May 21, 2013, in the Detention Facility Training Room, Collin County Justice Center, 4300 Community Ave., McKinney, Texas 75071. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities. Participation in the conference is mandatory for any vendor intending to submit a proposal in response to RFP #2013-153. The site tour is also **MANDATORY** to avoid the situation of a proposal being submitted without the vendor having seen the facilities. For the conference and tours, each participant must have a valid driver's license or other officially-issued photo

identification. At least one representative from the company electing to consider bidding and not more than three individuals may participate for a single vendor. Any additional participants must receive the advance approval of Collin County. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the vendor; however, at least one company representative must represent the vendor at each activity.

- 4.9 TERM: Provide for a term contract commencing on October 1, 2013, and continuing through and including September 30, 2016, with two (2) one (1) year renewal periods.
- 4.10 FUNDING: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 4.11 PRICE RE-DETERMINATION: A price re-determination may be considered by Collin County only at the anniversary date of the contract. All requests for price re-determination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date and shall include supporting documentation. Requests for price re-determination shall be based on the Department of Labors Consumer Price Index for Medical Care Services, Dallas/Ft. Worth, TX, not seasonably adjusted for the preceding year (i.e. the increase that will take effect October 1, 2014 will be calculated May 2013 to May 2014). For purposes of this contract, the Medical CPI shall not exceed a total increase of 3.0% each year.
- 4.12 COUNTY ASSERTION OF ESTIMATES: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes
- 4.13 SAMPLES/DEMOS: When requested, samples/demos shall be furnished free of expense to Collin County.
- 4.14 PROVIDER COMMUNICATION: Providers are prohibited from communicating directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.
- 4.15 BEST AND FINAL OFFERS: After the deadline for proposal submission, Collin County reserves the right at its sole option to extend a Best and Final Offer (BAFO) opportunity to any or all of the top scoring providers. Providers may be asked to submit additional information specific to program specifications and cost. All providers from whom BAFO is requested will be given the same instructions and must respond to these instructions in order to be considered further.
- 4.16 AUDITS AND RECORDS: The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider shall make available to representatives of

the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the resulting contract, all for a period of one (1) year from the date of final settlement of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

- 4.17 CONFIDENTIALITY: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it “Proprietary Information.” State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- 4.18 ORAL PRESENTATIONS: The Evaluation/Selection Committee may hear oral presentations (if required). Vendors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the vendor intends to provide to Collin County. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non comply". Providers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to Collin County. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the vendor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the vendor to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting providers will be notified of time and date.
- 4.19 BINDING EFFECT: This resulting agreement (See Attachment A) shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County RFP, the vendor’s proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful vendor and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to special housing, infirmary and health service units. Such scope of service documents will be incorporated into the contract agreement. Provider acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

4.20 Schedule of Events:

RFP released:	May 15, 2013
Pre-Proposal Conference:	May 21, 2013
Deadline for submission of vendor questions:	May 30, 2013
Proposals due:	June 6, 2013, 2:00 p.m.
Vendors notified of selection for presentation:	June 28, 2013 (estimated)
Award of Contract:	August 2013
Effective date of contract:	October 1, 2013

Collin County reserves the right to change the schedule of events as it deems necessary.

4.21 The following exhibits are attached.

- Exhibit "A" - Detention Center and Minimum Security Current Staffing Matrix Report
- Exhibit "B" - Detention Center and Minimum Security New Contract Staffing Requirements.
- Exhibit "C" - Detention Center HIV Report
- Exhibit "D" - Detention Center Psychiatric Report
- Exhibit "E" - Detention Center and Minimum Security Medical Statistical Summary Report 2012
- Exhibit "F" - Detention Center and Minimum Security National Commission on Correctional Health Care (NCCHC) Accreditation Report
- Exhibit "G" - Detention Center and Minimum Security Texas Commission on Jail Standards Inspection Report
- Exhibit "H" - Juvenile Detention Center Current Staffing Matrix Report
- Exhibit "I" - Juvenile Detention Center New Contract Staffing Requirements Report
- Exhibit "J" - Juvenile Detention Center Medical Statistical Summary Report 2012
- Exhibit "K" - Collin County Top 25 Stock Medications List

5.0 STATEMENT OF WORK

5.1 The Collin County Detention Center is located at 4300 Community Ave. McKinney, Texas 75071 and was completed in March 1994. The Collin County Detention Center has a current inmate population of approximately 900 inmates with planned expansion capabilities of housing up to 1,600 inmates at build-out. Infirmary services shall be available 24 hours per day, 365 days a year, at this facility. The average length of stay is 92.8 days with an average of 52 intakes per day. The software used for the Jail Management System is Odyssey.

5.1.1 Locations of nursing offices are as follows:

- Booking area
- Each Cluster level
- Infirmary
- Minimum Security
- Juvenile Detention Facility

5.1.2 The Medical Department will include the following:

- Administrative Offices
- Break Room
- Restroom
- Laboratory
- Pharmacy
- Clerical Offices
- Dental Room
- X-Ray Room
- Waiting Room with Restroom
- Exam Rooms
- Bulk Storage Area
- Twenty-four (24) bed Infirmary:
 - Four (4) designated isolation rooms
 - Four (4) designated special watch rooms
 - Sixteen (16) hospital rooms
- Nurses Station
- Clean Linen
- Dirty Utility
- Tub Room
- Two (2) Showers

5.2 The John R. Roach Juvenile Detention Center is located at 4700 Community Blvd. McKinney, Texas 75070. This facility was completed in January 1999 and houses an average population of 80 juveniles. The average number of intakes per day are 2 with an average length of stay of 10 days for pre-adjudication and 6 to 12 months for post-adjudication. Infirmary services shall be provided a minimum of 16 hours per day, 365 days a year, at this facility. In addition to the 16 hours, provider shall establish hours for evening medications disbursement. Disbursement time shall be established from the Juvenile Department. "On-call" staff shall be provided for those juveniles requiring medical attention/treatment after normal duty hours.

5.2.1 Nursing offices in this facility are located in the Infirmary.

5.2.2 The Medical Department will include the following:

- Administrative Area
- Three (3) bed Infirmary:
 - One (1) designated isolation room
 - Two (2) hospital rooms
- Nurses Station

- Clean Linen
- Dirty Utility
- Showers

- 5.3 Collin County agrees to provide Provider with existing office space and facilities (inclusive of existing office furnishings) and utilities (including local telephone service).
- 5.4 Provider warrants and represents to Collin County that the quality and quantity of supplies on hand or to be placed on hand at the time of commencement of a contract will be sufficient to enable Provider to perform its obligation hereunder. Provider understands that it is responsible for providing all office and medical supplies required to deliver medical care, as defined in this RFP, to the inmates/juveniles of Collin County.
- 5.5 Collin County will provide the same range of services and facilities for those inmates/juveniles who are confined to reside in a health clinical area for the purpose of receiving medical services, to include but not limited to, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies, as are provided for non-clinical inmates/juveniles. Collin County will not be responsible for daily house cleaning services of the health care areas. Provider will be responsible for daily house cleaning services of health care areas. However, Inmate Workers, when available, may be utilized by Provider for this service.
- 5.6 Provider is responsible for all associated medical equipment required for the efficient operation of the health care facilities except for equipment and materials stated as County furnished property in this solicitation.
- 5.7 Provider shall furnish all medical serviceable equipment identified in paragraph 5.56
- 5.8 Provider will be responsible for arranging and payment of all repairs and maintenance of all provider owned medical equipment
- 5.9 Provider shall be the sole supplier and/or coordinator of the health care/medical care system at the Collin County Detention Facilities. Provider shall be responsible for all medical care for all inmates/juveniles of the Collin County Detention Facilities. The term “medical care” includes both “psychiatric and psychological care” and “dental care” as well as “physical care”. This responsibility of Provider for the medical care of an inmate/juvenile commences with the commitment of the inmate/juvenile to the custody of the Collin County Sheriff/Director of Juvenile Probation, up to and including occasional requests for medical personnel during transfer of any inmate/juvenile who requires specialized medical care and/or needs. This responsibility will end with the discharge or transfer of the inmate/juvenile out of Collin County custody. If an inmate/juvenile is committed to the custody of the Collin County Sheriff/Director of Juvenile Probation from the mental health system of the State of Texas, is temporarily transferred to said mental health system, or is discharged to said mental health system, the responsibility of the Provider includes providing such medical care as is necessary and appropriate to maintain “continuity of care” during transfer of the inmate/juvenile to or from the mental health system. “Continuity of care” shall also be provided to any inmate/juvenile otherwise committed to, or discharged from, the custody of the Collin County

Sheriff/Director of Juvenile Probation. All transfers to or from the Texas Department of Corrections shall be handled in accordance with current Collin County Detention Facilities policies and procedures.

- 5.10 Provider will provide, on a regular and continual basis, professional medical and other related health care and administrative services for the inmates/juveniles in the Collin County Detention Facility and Juvenile Detention Center, including a program for preliminary screening of said inmates/ juveniles upon entry processing into the Collin County Detention Facility and Juvenile Detention Center, and intake evaluation of each following admission to the Collin County Detention Facility and Juvenile Detention Center, regularly scheduled sick call, nursing coverage, regular physicians visits on site, infirmary care, hospitalization, medical specialty services, emergency medical care, medical records management, pharmacy and pharmaceutical services, laboratory services, radiology services, auditory services, ophthalmology services, health education and training services, utilization review, a quality assurance program, administrative support services, dental services and other services.
- 5.11 The health care/medical care system so provided must conform to state standards for medical care and treatment as established by the Texas Juvenile Probation Commission. Generally, health care at the John R. Roach Juvenile Detention Facility should be equivalent to that available in the community.
- 5.12 Provider shall use the medical offices at the John R. Roach Juvenile Detention Center whenever possible and whenever appropriate in the performance of their duties under the contract. Provider shall be required to examine and treat any juvenile in segregation or otherwise unable to attend sick call in the cell of said juvenile. Provider shall be required to render emergency care at any location on John R. Roach Juvenile Detention Center property.
- 5.13 The health care services to be provided by Provider are intended primarily for those persons in actual physical custody of Collin County. This shall include persons, who having been previously booked into the Collin County Detention Facility/Juvenile Detention Center, are sent to an outside health care facility for treatment, and inmates who are actually on or engaged in work release activities but who spend each night at the Collin County Detention Facility. For Collin County Detention Facilities population purposes, persons in these categories will be included in the daily population count.
- 5.14 Provider will not be financially responsible for any other person remanded to or in the custody of any law enforcement officer or agency or other correctional/detention agency of any city, county, state or federal authorities.
- 5.15 Every inmate sentenced to a "temporary work release" confinement shall be responsible for any injury that occurs while not physically housed in Collin County Detention facilities. This does not include those inmates involved in the Sheriff's Inmates Worker Programs.
- 5.16 This contract shall apply only to inmates/juveniles confined in the Collin County Detention Facilities and the Juvenile Detention Center facilities operated by Collin County and located within Collin County. This contract specifically excludes medical care provided to

inmates/juvenile under the jurisdiction of the Collin County Detention Facilities but incarcerated in Detention facilities owned by, operated by, and/or located in other counties.

- 5.17 Provider shall have sole responsibility for all diagnosis, treatment, and disbursement of medication for all medical, mental and dental health. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates/juveniles requiring medical care and who are “security risks” or who present a danger to themselves and others. On these matters of security concern, the Collin County Sheriff/Director of Juvenile Probation shall support, assist, and cooperate with the Provider, and Provider shall support, assist, and cooperate with the Collin County Sheriff/Director of Juvenile Probation, whose decision in any security matter shall be final. Provider shall be responsible for recommendations involving medical, mental or dental health care, with the final decision being that of Provider.
- 5.18 All health care services to be performed and provided under this RFP shall be by personnel who are fully qualified and appropriately licensed by the State of Texas to engage in the delivery of health care in the State of Texas. All health care services, policies, procedures and protocols will be provided in accordance with National Commission on Correctional Health Care Standards for Health Services in Jails, 1993 Edition, Texas Commission on Jail Standards, OSHA Guidelines, Texas Senate Bill 959 Workplace Guidelines, Chapter 1195 Vernon’s Texas Statutes and all Collin County and/or Texas State laws.
- 5.19 Inmates/juveniles of the Collin County Detention Facilities, on Extended Limits of Confinement (periods exceeding one (1) year), will be provided annual examinations and tests as needed by Provider until such time as they are no longer inmates/juveniles of the detention facilities.
- 5.20 Upon request of detention staff, Provider must communicate with and/or physically examine in accordance with generally accepted medical practices any inmate/juvenile experiencing non-emergency distress. Such communication or examination must occur within 24 hours of Provider’s notification by detention staff. Emergencies shall be treated immediately.
- 5.21 Provider shall have limited responsibility for security at the Collin County Detention Facilities by adhering to policies and procedures of the Collin County Sheriff Office/Juvenile Detention Center for the custody of any inmate/juvenile at any time, such responsibility being solely that of the Collin County Sheriff/Director of Juvenile Probation. Provider shall have sole responsibility for all diagnosis, treatment, and disbursement of medication for all medical, mental, and dental health. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates/juvenile requiring medical care and who are "security risks” or who present a danger to themselves and others. On these matters of mutual concern, the Collin County Sheriff/Director of Juvenile Probation shall support, assist, and cooperate with the Provider, and Provider shall support, assist, and cooperate with the Collin County Sheriff/Director of Juvenile Probation, whose decision in any medical matter shall be final. In matters other than usual and customary the Provider shall be responsible for recommendations involving medical, mental or dental health care, with the final decision being that of the Collin County Sheriff/Director of Juvenile Probation.

5.22 Policies and procedures of the Provider relating to medical care are generally to be established and implemented solely by the Provider in accordance with OSHA Guidelines and Texas Senate Bill 959 Workplace Guidelines, Chapter 1195 Vernon's Texas Statutes. In areas which impact upon security and general administration of Collin County Detention Facilities, the policies and procedures of the Provider are subject to the review and approval of the Collin County Sheriff/Director of Juvenile Probation. Without limiting the responsibility of the Provider to make their own medical health, mental health, and dental health judgments, or the discretion of the Collin County Sheriff/Director of Juvenile Probation to perform his responsibilities under law, those areas are as follows:

- Drug and syringe security;
- Alcohol and drug medical detoxification;
- Identification, care and treatment of residents with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with HIV, and those with any other disease that can be sexually transmitted;
- Suicide prevention;
- The use of physical restraints; and
- Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to, those inmates presenting a danger to themselves and others.

5.23 The Collin County Sheriff/Director of Juvenile Probation retains the right, in their sole discretion, to review and approve policies and procedures of the Provider in any other areas affecting the performance of his duties under law.

5.24 Provider will continue to negotiate contracts with medical providers, and including specialist, such as, but not limited to laboratory services, radiology services, etc. Collin County reserves the right to stipulate certain providers to be used if it is deemed in the best interest of the County. In the event that any medical services provided to any inmate/juvenile are paid or payable by any third party source or sources and in the event that Provider has information that any inmate/juvenile has insurance or is covered by any third party payer, Provider will relay such information to the off-site providers. Such insurance/third party payer shall include but not be limited to workers compensation, commercial medical insurance, Medicare, Medicaid, federal, state or local health care benefits of programs. Provider shall also provide such insurance information to the designated person at Collin County. Collin County will be responsible for the filing of any insurance reimbursement as it deems appropriate for these onsite services. Collin County shall be entitled to a credit of one hundred percent (100%) of all medical and related expense recovery pursuant to this section. Should any third party reimbursements be paid directly to Provider, Provider shall issue a credit to Collin County in the amount of one hundred percent (100%) of the amount received by them on the next regular monthly billing statement. Provider is responsible to document any existing health care plan of any inmate/juvenile admitted to the Collin County Detention Facilities and submit a monthly report stating such findings.

5.25 Provider shall perform a preliminary health evaluation on all new commitments to the Collin County Justice Center and Minimum Security within twenty-four (24) hours of arrival at the

Detention Facilities. Such evaluation shall be conducted by a qualified medical professional. Provider shall have a minimum of one (1) Licensed Vocational Nurse (LVN) in the book in area 24 hours a day.

5.26 At a minimum, the preliminary health evaluation shall include:

- Documentation of current illnesses and health problems, including medications taken, and special health requirements;
- Behavior observations, including state of consciousness, mental status, and whether the inmate/juvenile is under the influence of alcohol or drugs;
- Notation of body deformities, trauma markings, bruises, ease of movement, etc;
- Conditions of skin including infestations;
- Screening for tuberculosis, venereal disease and HIV, as well as urinalysis will be performed, as appropriate;
- A standard form will be used for purposes of recording the information of the preliminary health evaluation and will be included in the health record of the inmate/juvenile; and
- Referral of the inmate/juvenile for special housing, emergency health services, or additional medical specialties will be made as appropriate.

5.27 Provider shall perform a comprehensive health evaluation on any inmate/juvenile confined at the Detention Facility for longer than seventy-two (72) hours within fourteen (14) calendar days of the arrival of the inmate/juvenile at the Collin County Detention Facilities. Such evaluation shall be performed by a qualified medical professional. Provider shall have a minimum of one (1) full time Registered Nurse to conduct and ensure health evaluations are accomplished within the time frame stated.

5.28 At a minimum, the comprehensive health evaluation shall include:

- Review of preliminary and comprehensive health evaluations by the program administrator, or responsible physician;
- Additional data necessary to complete a standard history and physical;
- Tuberculosis and syphilis testing;
- Additional testing, as clinically indicated and pursuant to a physician's order, as follows:
 - CBC;
 - Urinalysis by dipstick procedure;
 - SMA 12;
 - For females, the collection of a culture for gonorrhea, and a Pap smear on all females 25 years of age or older;
 - EKG for all inmates 35 years or older;
 - HIV;
- Additional lab work as directed by the physician for particular medical or health problems;
- Additional tests as required, based on the original screening tests, e.g., chest x-ray, sputum test and hospitalization, if required;

- Height, weight, pulse, blood pressure and temperature;
- The health assessment of females will also include: Inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy;
- Any abnormal results of a comprehensive health evaluation shall be reviewed by a physician for appropriate disposition.

5.29 Staffing Requirements

- 5.29.1 Staffing Plan: The Provider shall submit a detailed staffing plan/table that includes titles, hours scheduled (full time or part time), shift, Days of the week, etc. to demonstrate appropriate clinical coverage throughout the facility. Full time is considered 40 hrs of work per week excluding the lunch period unless otherwise specified in the proposal with a rational acceptable to Collin County. These staffing tables shall meet or exceed current authorization staffing levels with regard to the types and number of health professionals by discipline, by shift and day of week. Staffing levels shall adequately reflect the size of the various institutions, intake screening conducted annually, transfer summaries completed and the comprehensive scope of services available on site. Full time work shall consist of a 40 hour work period with a five day workweek. Any schedule for full time to be scheduled fewer than 5 days per week will require advance approval of Collin County, e.g. a 4 day work week of 10 hours per day. This staffing may reflect a mix of physician and physician extender staff including practitioners for medical hours exceeding 40 hours per week. Physician staffing shall be in accordance with guidelines and recommendations of the NCCHC Standards for Health Services in Jails.
- 5.29.2 Compensation and Benefits - Compensation and benefits of the Provider's personnel shall be established solely by the Provider. However, the Provider shall provide Collin County a summary of salary target hourly/salary rates by position title, salary range for each position with anticipated high and low salary identified, with the proposal and shall also include a thorough summary of benefits offered. It is the goal of Collin County to minimize the disruption to and increase retention of current employees who may be retained by the Provider. The Provider shall obtain Collin County approval of each individual initially offered employment during the start-up transition. The rate range and schedule shall be updated not less than annually and submitted to the Jail Administration. This target rate shall be established as the payback base rate for each employee, independent contractor and sub-contractor.
- 5.29.3 Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of Texas. At a minimum, a full-time, on-site program administrator, physician with hospital privileges, and Nurse Practitioner or Physician Assistant shall be provided who shall have general responsibility for the successful delivery of health care at the Collin County Detention Facilities and pursuant to this contract.

- 5.29.4 Provider acknowledges that each employee shall obtain all occupational professional licenses which may be necessary under the laws of the State of Texas or Collin County or the ordinances of the City of McKinney for rendering of the services covered hereunder. All licenses shall be kept up to date and current in accordance with all federal, state and local requirements. Further, Provider agrees that it will require all of its employees, sub-contractor and agents and other persons under its charge rendering such services to secure and to maintain in good standing any and all professional and other licenses which may be required of them by such governmental agencies for the purposes hereof. Provider shall monitor the license of each employee on a monthly basis to confirm its status and good standing. Provider shall also require each of its employees to advise Provider if their [employee's] license has been revoked, suspended, restricted, limited, or in any way impaired. Provider shall notify Collin County in writing of any personnel whose license has been revoked, suspended, restricted, limited, or in any way impaired. Such notice shall be provided within within three (3) business days of Provider's knowledge of the change in status, but in no event no later than thirty (30) days after the status has changed.
- 5.29.5 Provider shall be responsible to ensure that its employees meet all continuing education courses as mandated by the State of Texas or any regulatory agency to maintain professional licensing and accreditation for medical and paramedical personnel.
- 5.29.6 Provider will provide medical, technical and support personnel necessary for rendering medical health care services to inmates/ juveniles in accordance with the Staffing Plans for the Collin County Justice Center, Minimum Security, and the Juvenile Detention Center. All personnel, prior to entering the Collin County Detention facilities shall be required to undergo a criminal background check to be performed by Collin County and at no cost to Provider. Provider agrees that each staff member, both current and those added in the future, employed in Collin County detention facilities will sign a Nondisclosure Agreement provided by Collin County. Such Nondisclosure Agreement shall be kept in each employee's personnel file at all times.
- 5.29.7 The number of full time equivalents (F.T.E.) as used for staffing of positions will be filled by Provider. Notwithstanding any provision to the contrary or other relief available to Collin County Detention Facility/Juvenile Detention Center, Collin County will be entitled to a credit for the actual value of service hours not worked, including applicable paid benefits provided to any full time medical staff person, in accordance with the limitations, terms and conditions set forth in paragraph below.
- 5.29.8 In the event that a vacancy exists in any full time staff position as set forth in Provider's Staffing Plans, for a period of thirty (30) or more days, and Provider has failed to fill the vacant position through the 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 Provider for a period not to

exceed thirty (30) days), any full time positions will be filled within sixty (60) days of the vacancy. In such event, Collin County shall receive a credit by Provider in the monetary amount equivalent to the cost of the position. Collin County shall be entitled to receive credit from Provider from the first day on which the vacancy occurs through, and including the, day prior to the vacancy being filled, provided, however, that the period of vacancy, or any part thereof, is not as a result of the time required for a background investigation by the County of any selected replacement employee. Such amount will be payable to Collin County from Provider as a credit to Collin county's next monthly billing by Provider.

- 5.29.9 Provider shall submit a monthly staffing summary of filled positions to include names of current employees start date and hourly rate. Unfilled positions shall state date position was vacated and expected date of new hire.
- 5.29.10 It shall be the responsibility of Provider to see that all personnel provided or made available by Provider to render services hereunder will be licensed, certified and/or registered, as appropriate, in their respective medical disciplines or expertise pursuant to applicable Texas law. The terms Advanced Nurse Practitioner, Registered Nurse, or Licensed Practical Nurse are defined as set forth in the Texas State Board of Nurse Examiners. Additionally, the term "practice of medicine", Physician or Medical Director, Physician's Assistant or Medical Assistant are defined as set for in the Texas State Board of Medical Examiners. For the purpose of performing under this contract, the "Medical Director" for Provider shall be a licensed physician or medical doctor as defined by the Texas State Board of Medical Examiners. Provider shall monitor the license and/or certification of each employee on a monthly basis to confirm its status and good standing. Provider shall also require each of its employees to advise Provider if their [employee's] license and/or certification have been revoked, suspended, restricted, limited, or in any way impaired. Provider shall notify Collin County in writing of any personnel whose license and/or certification has been revoked, suspended, restricted, limited, or in any way impaired. Such notice shall be provided within within three (3) business days of Provider's knowledge of the change in status, but in no event no later than thirty (30) days after the status has changed.
- 5.29.11 In the event Collin County Sheriff's Office/Juvenile Probation Department should become dissatisfied with any health care personnel provided by Provider hereunder, Provider, in recognition of the sensitive nature of detention services, will, following receipt of written notice from Collin County Sheriff's Office/Juvenile Probation Department of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the concern expressed by Collin County in its written notice, and if such concerns cannot be resolved, Provider agrees to advise the person of the County's concerns and that their right to enter the facility has been removed. Collin County Sheriff's Office/Director of Juvenile Probation shall have the right of disapproval of any health care professional hired or contracted by Provider. Provider agrees that any such person hired or contracted shall be subject to a Collin County Sheriff's Office background investigation, which investigation will be performed without delay so as not to hinder the ability to perform.

- 5.29.12 The parties agree that in the event that any person terminated by virtue of Collin County exercising the provisions of this subsection asserts a claim against Collin County, Provider or both of them, the Provider will be solely liable for any cause of action, judgment or settlement stemming from any such termination and Provider will indemnify, defend, and hold harmless Collin County, its officers, elected officials, agents, and employees for any claims and litigation by the terminated employee as more fully set forth in the provisions of the Health Services Agreement attached hereto, which is incorporated herein as if set forth verbatim.
- 5.29.13 Provider shall be required to indemnify, defend, and hold harmless Collin County, its officers, elected officials, agents, and employees for claims and litigation as more fully set forth in the provisions of the Health Services Agreement attached hereto, which is incorporated herein as if set forth verbatim.
- 5.29.14 Inmates (inmate workers) will not be used or otherwise engaged by either Provider or Collin County in the direct or indirect rendering of any health care services. Inmate workers may be used in positions not involving the rendering of health care services directly or indirectly to other inmates/detainees within a health care facility as Provider and Collin County Sheriff's Office may mutually agree.
- 5.29.15 Collin County acknowledges that Provider will engage and contract with certain health care professionals as independent contractors, and Collin County expressly consents to subcontracting of health care professionals. Nothing herein shall limit Collin County's right to comment on the selection of any particular health care professional. Collin County will maintain the right to approve of any services subcontracted by Provider in the performance of this contract.
- 5.29.16 The Provider Medical Director shall, at all times, be responsible for the overall management and direction of the services provided by aforementioned health care professionals notwithstanding any independent contractor relationship with Provider. The services provided hereunder will be designed to meet the standards developed by the National Commission of Correctional Health Care, applicable laws, licensing requirements, Texas Administrative Code and standards of health care dictated by state or federal appellate courts regarding the quality of health care of person incarcerated in public detention facilities.
- 5.29.17 The right to subcontract staffing positions, pursuant to this subsection, shall not be applicable to the position of Health Administrator or any member of the nursing staff, medical or dental assistants, clerical or similar support personnel, who will be employees of Provider. Nothing herein shall operate to limit Provider's right to contract for labor services on a temporary basis until a staff position is permanently filled by a Provider employee, subject to a County background investigation.
- 5.29.18 Provider will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam Era status, age, or sex, and agrees to take affirmative action to

recruit minorities and women into employment. Further Provider will administer its other personnel policies, such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, disability, age, sex or marital status.

- 5.29.19 Provider and Collin County agree to comply with the Employee Polygraph Protection Act of 1988 as it applies to Provider employees or subcontractors. Nothing in this RFP or any subsequent agreement or contract modifies, amends, or alters Collin County's rights or exemptions under the Employee Polygraph Protection Act of 1988 nor in any way limits or impairs Collin County's right to utilize polygraph examinations in accordance with any applicable State or Federal law, rule or regulation.
- 5.29.20 Provider shall identify the need, schedule and coordinate psychiatric, psychological and counseling services rendered to inmates inside the Collin County Justice Center and Minimum Security. Except for services rendered by the off-site provider, who will be paid at the Medicaid rates, these payment(s) shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act. At a minimum, this shall include the following:
- 5.29.20.1 A licensed practical counselor(s) shall be available in accordance with NCCHC staffing requirements.
- 5.29.20.2 A psychiatrist shall be provided who shall be in attendance at the Collin County Detention Facility As defined in Provider's proposed Staffing Schedule. The psychiatrist, or another covering psychiatrist, shall be on call seven days per week, twenty-four (24) hours per day for emergency situations. The psychiatrist shall be responsible for conducting the psychiatric examination and treatment of any inmate referred to him by the Provider. Without limitation, any inmate presenting a danger to himself, herself, or others shall be so referred. The psychiatrist shall be responsible for the prescription and titration of all psychiatric medications. The psychiatrist or designate, in cooperation with the Sheriff or designate, shall be specifically responsible to approve or disapprove the use of physical restraints for medical reasons upon an inmate beyond a period of twenty-four (24) hours. Decisions regarding the use of physical restraints for non-medical reasons shall be the sole responsibility of the Sheriff or designate. The psychiatrist shall also have such other duties as required by the Provider.
- 5.29.20.3 Provider shall be responsible for the referral of any inmate to the mental health system, for documenting its reasons for referral and for providing records and information required by the mental health system to maintain "continuity of care" during the transfer. Such records and information includes but is not limited to, medication records and a psychiatric discharge summary for any inmate so transferred. If said transfer occurs upon the discharge of the inmate from the custody of the Collin County Detention Facility, Provider shall also insure that the prescription of the

inmate/detainee for psychiatric medication covers a 14 day period from the date of discharge at the inmate's pharmacy and at their expense.

- 5.29.20.4 Provider shall also be responsible for providing a psychiatric evaluation of any inmate appropriate for transfer to the mental health system, whether that transfer occurs during the course of the commitment of the inmate to the Collin County Detention Facility or upon discharge from commitment.
- 5.29.21 Provider shall appoint a designate to serve as the liaison between Provider, Collin County Justice Center and Minimum Security, and Collin County Health Care Services. The designate shall be responsible for the preparation and submission of monthly reports to the Collin County Detention Administrator detailing the overall operation of the inmate/ juvenile medical care program and the general health and well-being of persons incarcerated within the Collin County Justice Center. The designate shall confer on a minimum monthly basis with the Collin County Detention Administrator, and other departmental staff, as appropriate, to review any reports, problems, or other matters.
- 5.29.22 Provider shall ensure that all its employees are oriented to the health care aspects of the operation of the Collin County Detention Facilities. Orientation shall include but not limited to the provision of a written job description to each employee and an explanation of Provider's monitoring and evaluation processes. Orientation to all other aspects of the operation of the Collin County Detention Facilities shall be the responsibility of the Collin County Sheriff/Director of Juvenile Probation or designee.
- 5.29.23 Provider shall understand that the Collin County Detention Facilities includes a 192 bed Minimum Security Facility and Juvenile Detention Facility. LVN coverage shall be as defined in Providers proposed Staffing Schedule or 16 hours per day/7 days per week, plus on-call.
- 5.29.24 Provider and Collin County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Provider as well as for the security of inmates/juveniles and Collin County staff. Collin County Sheriff's Office/Juvenile Probation Department will provide security services deemed appropriate to Collin County and Provider in order to enable Provider and its personnel to safely provide the health care services called for hereunder. The final determination for the security plan for each facility comprising the Collin County Detention Facility and Juvenile Detention Center shall rest solely with the Collin County Sheriff's Office/Juvenile Probation Department. In the event that Provider determines the need for particular health services for any inmate/juvenile or group of inmates/juveniles, including but not limited to inmate/juvenile transfer(s) to other medical facilities, if such action should not be implemented and carried out for security reasons, Collin County, if subsequently determined by a court of law to have acted in an arbitrary and capricious manner, will assume any potential liability and damages resulting from any such decision on the part of Collin County Sheriff's Office/Juvenile Probation Department not to respond or to institute a requested transfer of inmate/juvenile as requested by Provider.

- 5.29.25 Provider shall utilize reasonable work schedules, shift assignments, and provide adequate working conditions. The primary issue is patient care, and Provider shall utilize management practices that ensure that medical personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.
- 5.29.26 Provider shall provide compensation of its personnel which is at least the substantial equivalent of the average rate of compensation for private sector medical personnel profession in the industry nationwide taking into consideration, where appropriate, differing work schedules, work weeks, and levels of productivity.
- 5.29.27 Collin County shall have the ultimate discretionary authority on the continued employment of personnel assigned to the medical staff for the service area of this Agreement. All persons employed by Provider in the performance of work under this Agreement shall be competent and hold appropriate license and or permits in their respective profession. Collin County may demand the removal of any person employed by Provider who chronically misconducts himself or is incompetent or negligent in the due and proper performance of his duties, and such persons shall not be reassigned by Provider for provision of services under this Contract without the written consent of Collin County. Provided, however, that Collin County shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising such rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of Provider's Chief Administrative Officer and Collin County's designated representative prior to removal.

5.30 Providers shall perform the following in regards to Mental Health Services.

- 5.30.1 Within 24 hours of booking, provider shall perform a screening of each inmate and a query will be created to determine if there is documented history of mental illness. If potential mental health issues are indicated provider shall schedule or perform a Mental Health Assessment with a qualified mental health expert within 24 hours. If necessary, the inmate will see the jail provider psychiatrist/psychologist for a full mental health examination to diagnose. This shall be done within 72 hours of booking.
- 5.30.2 Provider shall provide the mental health assessment to the Mental Health Coordinator or designee of the Court with a description of the procedures used in the examination, the examiner's observations and findings pertaining to whether the defendant is a person who has mental illness or is a person with mental retardation, identifying needs of the inmate, whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency exam, recommended treatment, diagnosis, symptoms, previous treatment, efforts to obtain records, medication status and will also note if the illness is chronic in nature and will deteriorate if untreated contractor must comply with Texas CCP 16.22 and 17.032. Mental Health Assessments are required within 72 hours rather than the 30 days noted in the statute.

- 5.30.3 Communication between the Mental Health Coordinator and inmate medical is critical. The Mental Health Coordinator must have communication related to changes in status, medication compliance, and treatment of these identified individuals.
- 5.31 Provider shall hold sick call in designated medical areas on a daily basis, Monday through Friday, excluding scheduled County holidays. If an inmate/juvenile custody status or physical condition precludes attendance at a sick call session, arrangements will be made to provide sick call services at the inmate/juvenile place of confinement.
- 5.32 Provider shall identify the need, schedule and coordinate all non-emergency and emergency medical care rendered to inmates/juveniles inside or outside the Collin County Detention Facilities. Except for services rendered by off-site provider, who will be paid at the Medicaid rates, payment shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act. Provider shall administer emergency medical care at the Collin County Detention Facilities to any employee of the County who requires such care on duty.
- 5.33 Provider shall identify the need, schedule and coordinate any inpatient hospitalization of any inmate/juvenile of the Collin County Detention Facilities to be performed either within the detention facility where the person is housed or at such emergency medical care facility as determined by Provider. This shall include all institutional charges, physician charges, and any and all other additional charges. Provider will coordinate all necessary ambulance service for emergency medical care patients. As an additional service, Provider will provide, at no additional cost or charge, on-site emergency medical treatment necessary for the assessment and triage of visitors or detention staff, as determined by the Provider's Medical Director. Provider shall not be responsible for inpatient hospitalization costs for any inmate/juvenile transferred to the mental health system of the State of Texas.
- 5.34 As part of the emergency medical services to be provided, Provider shall be responsible for medical services for any person accepted into the custody of the Collin County Detention Facility and Juvenile Detention Center pursuant to State law.
- 5.35 Provider shall not be financially responsible for payment of emergency off-site medical hospitalization expenses (including follow-up care) associated with an injury sustained by a person during a lawful arrest and/or a pre-existing illness/injury. Provider shall be responsible for accumulation of all bills for related services, less any and all third party adjustments/reimbursements from any/all sources including, but not limited to, those sources provided under Texas law. All final bills will be submitted to the Collin County Health Care Service Administrator for payment approval, only after they have been verified by the Provider's administrator. Collin County will make payment directly to the off site Provider and will be the payer of last resort. Collin County shall not be responsible for any deductibles or any non-allowed charges from any insurance companies. Collin County will pay only Medicaid allowed procedures and will pay only at the Medicaid rates.

- 5.36 Provider shall identify the need, schedule and coordinate all physician services rendered to inmates/juveniles at local medical care facilities inside or outside the Collin County Detention Facilities. At a minimum, Provider shall identify a “responsible physician” who shall generally provide such care as is available in the community. The “responsible physician” or another covering physician shall make rounds at least once per week and up to two times per week as deemed necessary and be on the premises as defined in Provider’s proposed Staffing Schedule. Except for services rendered by off-site provider, who will be paid at the Medicaid rates, payment shall be at the rates promulgated by the Texas Department of Human Services with accordance with the Indigent Health Care Act.
- 5.37 Provider will arrange for the admission of any inmate/juvenile who, in the opinion of the Provider Medical Director, requires hospitalization and Provider will be fully responsible for insuring that all adjustments and reimbursements from any/all sources, including, but not limited to, those sources provided under Texas Law, are noted on all billings and that all billings have been verified by the Provider Administrator. All final billings will be forwarded to the Collin County Health Care Service Administrator for payment approval. Collin County will be the payer of last resort on all hospitalization billings and shall pay directly to the Provider. Collin County shall not be responsible for payment of any deductibles or any non-allowed charges from any insurance companies. Collin County will pay only Medicaid allowed procedures and will pay only at Medicaid rates.
- 5.38 Such billings shall be for any illness or injury or reoccurrence thereof requiring hospitalization and/or off-site medical services and shall include all outside medical costs inclusive of inpatient and outpatient medically necessary hospital costs, specialty medical costs, laboratory services, radiology services, emergency room visits, prosthetic devices, ambulance services. All expenses of health care services and health care products, medications and related clinical, infirmary and specialized care provided onsite of the Collin County Detention Facility/Juvenile Detention Center shall not be included in the scope of care expenses and shall not be submitted in such billings as outlined above for final payment by Collin County, but shall be included in the normal scope of services outlined in this contract. If outside care is required, Provider agrees to send inmates/juveniles, whenever possible, to Collin County contracted facilities.
- 5.39 Collin County shall be payer of last resort and will make final payments to the service Provider at a payment rate not to exceed those rates as established and promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act or for services rendered by the off-site, which will be charged to Collin County at a rate not to exceed the current Medicaid rates. Collin County shall not be responsible for payment of any deductibles or any non-allowed charges from any insurance companies.
- 5.40 Provider will provide such specialty medical services (e.g. diagnostic, radiological service, laboratory service, etc.) for any inmate/juvenile for the purpose of determining or treating any physical illness or injury. To the extent that the specialty medical care is required and cannot be rendered on site, Provider will make appropriate off site arrangement for the performance of any specialty care or diagnostic service, which will be coordinated with the detention transfer staff for required transportation and security to and from the off-site facility. Provider shall also provide a pay for all laboratory services, as indicated. Except for services rendered by off-site provider, who will be paid at the Medicaid rates.

- 5.41 Provider will provide total prenatal medical care to any and all pregnant inmates/juveniles. Neither Provider nor Collin County will be responsible for any medical expenses associated with newborn care or for abortions that are not medically indicated.
- 5.42 All current and future Inmate Workers requiring a physical examination or other medical screening will be provided by Provider as part of the standard services.
- 5.43 Neither Provider nor Collin County will be responsible for providing elective or experimental medical health care to inmates/juveniles. "Elective medical care" in this instance is defined as medical care which, if not provided, would not in the opinion of the Medical Director cause the inmate's/detainee's/juvenile's general health to deteriorate and/or cause definite harm to the inmate's/detainee's/juvenile's mental or physical well being.
- 5.44 Provider shall provide the necessary follow-up for health problems identified by any of the screening tests, or by laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc. As an example, the follow-up on a positive TB test would include x-rays, sputum testing, INH treatment and hospitalization, if necessary. This also specifically includes appropriate care and treatment of individuals testing positive for HIV. T-cell testing shall only be administered as clinically indicated.
- 5.45 To the extent any inmate/juvenile requires off-site health care treatment (general hospitalization, specialty services, etc.) Collin County will provide appropriate routine non-emergency transportation services including reasonable security, as requested by Provider. Emergency ambulance transportation of inmates/ juveniles, as directed by Provider personnel, will be provided and paid by Collin County. Policies and procedures regarding the transportation of inmates/juveniles for medical reasons will be mutually developed by Collin County and Provider within thirty (30) days of contract start date. The policies shall be approved by the Collin County Jail Administrator/Director of Juvenile Probation.
- 5.46 Provider shall identify the need, schedule and coordinate the services of an ophthalmologist. Provider shall provide any inmate/juvenile with one pair of ordinary glasses if prescribed. Except for services rendered by off-site provider, who will be paid at the Medicaid rates, payment shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act.
- 5.47 Provider shall provide the dental program for the entire inmate/juvenile population. The program shall provide for basic dental services, including extraction, and fillings. Emergency dental services shall be available on a 24-hour-a-day basis. Dental screening shall be given to each inmate/juvenile by a nurse within fourteen (14) calendar days of his or her admission to the Detention Facility, but must be examined by a licensed dentist within ninety (90) days. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the inmate/juvenile; a dental record shall be maintained as part of the medical record of the inmate/juvenile. Annual dental examinations shall be performed on each inmate. Services provided for juveniles shall be on-site.

- 5.48 Provider shall provide a total pharmaceutical system for the Collin County Detention Facilities, beginning with the physician's prescribing of medication, then filling of the prescription, the dispensing of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered with no additional bill backs. Services shall be available 24 hours per day, 365 days a year.
- 5.49 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 licensed personnel. All controlled substances, syringes, needles and surgical instruments will be stored in a secured area acceptable to the Collin County Sheriff/Director of Juvenile Probation and meeting the Texas Commission on Detention Standards, all Texas requirements, and AMA Guidelines for storing and handling medications. A liquid unit drug dosage system shall be used whenever deemed necessary.
- 5.50 Provider shall provide a medical detoxification program for drug and/or alcohol addicted inmates/juveniles, which program shall be administered only on Detention Facilities property. No methadone detoxification shall be acceptable.
- 5.51 Provider staff shall continue the treating community physician's regimen in order to prevent relapse and exacerbation of psychiatric symptoms for incarcerated individuals assessed as having a mental illness, unless a change in treatment regimen is necessary to improve or maintain mental health stability.
- 5.52 Provider shall provide, to the greatest extent possible, drug formularies among inmate/juvenile and establish a common pool to ensure continuity of appropriate care for incarcerated individuals with mental illness. The coordination of formularies should not further restrict the availability of medications.
- 5.53 In the absence of a common drug formulary, Collin County Detention Facilities should obtain expedited treatment authorizations for off-formulary medication to ensure psychiatric stabilization and continuity of care when necessary.
- 5.54 Provider shall provide at their own expense a minimum of the following:
- Staff
 - Uniforms, laundry
 - All PC's and software
 - All administrative office supplies
 - All paperwork
 - Medication carts
 - Rolling Blood Pressure Cuffs
 - All office décor
 - All pharmaceuticals and over the counter and prescription medications
 - Complete pharmacy/pharmacy area
 - All ancillary supplies: cleaning, medical and patient
 - Medical Supplies
 - Durable Medical Equipment

- Dental Tools and Supplies
- Lab Supplies
- Stretchers
- Wheel Chairs

- 5.55 County will provide the following furnished property and shall be responsible for all repair and maintenance associated with fixed assets (See Attachment B)
- 5.56 Provider shall stipulate how Collin County would assume equipment and supplies upon termination of contract.
- 5.57 Provider shall maintain a medical record for each inmate/juvenile who receives medical care services. This medical care record will be maintained pursuant to applicable law and will be kept separate from the inmate's/detainee's/juvenile's confinement record. A complete copy of the applicable medical record will be made available to accompany an inmate/juvenile who is transferred from the Collin County Detention Facility/Juvenile Detention Center to any other detention facility, local, state or federal. All medical records shall be the property of Collin County and Provider shall act as custodian for all medical records and those records shall be kept confidential, subject to the right of access thereto at all times on the part of Collin County. Said medical records shall be kept and maintained by Provider at the respective detention facility or, by mutual agreement of Collin County Sheriff's Office/Juvenile Detention and Provider, at a central location. The right of access to medical records by any inmate/juvenile or their legal representative is set forth in the State of Texas Open Records Act, and will be complied with by Provider. No information contained in the medical record will be released by Provider except as provided by order of court, or otherwise in accordance with applicable law. All such records shall thereupon become and remain the property of Collin County and Provider shall have reasonable access to such records when necessary to enable it to properly prepare for litigation or anticipated litigation brought or threatened by third persons in connection with services rendered during the term hereof.
- 5.58 Provider shall submit monthly and other periodic reports to the Collin County Jail Administrator/Director of Juvenile Probation concerning and reflecting on the overall clinical and financial operation of the health care services program in general and on the health status in particular of the inmates/juveniles committed to the custody of Collin County. Such reports, to be hereinafter determined by Collin County, shall be submitted on a regular and periodic basis. Provider will fully cooperate with Collin County for the submission of any reports, records, or documents required by any appropriate authority or court requesting same for any reason whatsoever, without any additional charge, fee or assessment to Collin County.
- 5.59 Provider will confer as needed with the Collin County Jail Administrator/ Director of Juvenile Probation concerning existing health related procedures within the Collin County Detention Facilities, and for the purpose of making changes, from time to time, of such procedures and other practices reasonably related thereto as Provider and Collin County shall deem advisable.
- 5.60 Provider on-site Medical Director, Health Administrator, as well as Provider regional representative, as needed, and any other management representative, as needed, as Collin County deems necessary shall meet at a minimum on a monthly basis with Collin County Jail

Administrator/Director of Juvenile Probation, Collin County Health Care Services Director or designee and any other representative as deemed necessary to discuss health care policies, procedures, problems, schedules, cures, etc. Schedule of review meetings will be established by the Collin County Jail Administrator/Director of Juvenile Probation.

- 5.61 Provider will seek and obtain from any inmate/juvenile information concerning any health insurance or health benefit program to which the inmate/ juvenile might be entitled or have that would or could cover off-site medical services rendered by Provider. To the extent needed, Collin County will cooperate with Provider in its effort to secure this information from any such inmate/juvenile.
- 5.62 In order to assist Provider in providing the best possible health care to an inmate/juvenile, Collin County will provide Provider with such information, records and reports as Collin County may have pertaining to any inmate/juvenile that Provider identifies as reasonable and necessary for Provider to adequately perform its obligation hereunder, subject to the provisions of the State of Texas Open Records Act directing that any such records are to be kept confidential.
- 5.63 Provider acknowledges that it is familiar with the provisions of the State of Texas Public Information Act, Texas Government Code Chapter 552 and that all of its records, as they pertain to health care services for the Collin County Detention Facilities, directly or indirectly, may be subject to the provisions of the Public Information Act unless specifically exempted, or such other provisions of Texas Law providing for the confidentiality of medical records. Collin County acknowledges that Provider asserts a proprietary or confidential status to all of its systems, method, procedures, intellectual property or written materials and other controls employed by Provider in the performance of its obligation. Collin County agrees not to voluntarily release any such information to any person or entity without the expressed written Medical Records Release Form signed and executed by inmate/juvenile representative giving permission to release records or unless required by law to release such records.
- 5.64 Provider agrees that at any time, with thirty (30) days prior written notice, to make available to Collin County representatives for examination its financial records with respect to matters covered by this RFP and directly related to fulfilling the terms and conditions of any subsequent Agreement and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, time and attendance records, payrolls, and other data related to compliance with the terms and conditions of this Agreement, during the term of this Agreement.
- 5.65 Provider will provide an on-going quality assurance program consisting of regularly scheduled audits of inmate/juvenile health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance program shall include a provision for program and contract monitoring (peer review) by an "outside" detention health area consultant (as mutually agreed to by Collin County and Provider) on an annual basis, the results of which shall be made available to the Collin County Jail Administrator/Director of Juvenile Probation, Collin County Health Care Services Director of Nursing, Provider's Medical Director and Provider's Health Administrator. All associated cost with this annual peer review will be paid by Provider.

- 5.66 Provider shall provide a consultation service to Collin County on any and all aspects of the health care medical care system at the Collin County Detention Facilities, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternative pharmaceutical and other systems, and on any other matter relating to this contract upon which Collin County seeks the advice and counsel of the Provider.
- 5.67 Provider shall make available and be capable of providing mental health and CPR training for the Collin County Sheriff/Director of Juvenile Probation staff. The charges of the Provider for this service shall be included in the contract price and shall not be billed separately.
- 5.68 Provider shall, at all times during the term of this contract, provide a standard and quality of health care designed to meet those standard developed by the National Commission on Correctional Health Care, the American Correctional Association, Texas Commission On Jail Standards, Texas Administrative Code, as amended, and federal, state and local health authorities. Timely Certification and accreditation will be subject, however, to the schedules of the appropriate accreditation agency and Collin County meeting all applicable accreditation standards relating to jail security and operations for the Collin County Justice Center and Minimum Security. Both Collin County and Provider agree to work together to attain accreditation as expeditiously as possible. In the event that Provider fails to attain medical accreditation, as aforesaid, through its own negligence, unreasonable or unnecessary delay, Provider agrees to pay Collin County as liquidated damages the sum of One Hundred Thousand Dollars (\$100,000.00). This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages.
- 5.69 Provider shall compensate any and all outside providers of medical care in accordance with the rules, regulations, and payment schedules published by the Texas Department of Human Services (TDHS) and pertaining to the Indigent Health Care Program.
- 5.70 Provider will conduct an ongoing health education program for inmates/juveniles, detention officers of Collin County, and its own medical services staff designed toward raising the level of inmate/juvenile health and health care. Such health care education and training program will include by not limited to, at Collin County Sheriff's Office/Juvenile Probation Department request, programs in first aid, sign and symptoms of chemical dependency, and responses to medical emergencies.
- 5.71 In addition, Provider will ensure that its medical, professional and paraprofessional staff receive all necessary and requisite statutorily mandated in-service annual or proficiency training, and such other professional or paraprofessional education and training programs needed to ensure current proficiency in the professional or paraprofessional's particular medical discipline or specialty.
- 5.72 Provider shall specify the policies and procedures to be followed in responding to inmate/juvenile complaints relating to any aspect of the health care provided during incarceration at the Collin County Detention Facilities. Said policies and procedures shall also

address the means by which Provider will respond to medically-related allegations contained in lawsuits filed by inmates/juveniles. Provider is responsible to ensure that a copy of provider's policy and procedures and all updates be provided to the Collin County Health Care Administrator.

- 5.73 Provider shall enter into and execute a Health Services Agreement with Collin County which more fully details the rights and obligations of the Provider and the County, a copy of which is attached hereto and incorporated herein as if set forth verbatim.