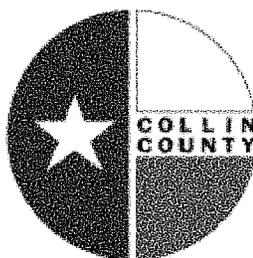


Solicitation 2013-153

Services: Inmate Health Care

Bid designation: Public



Collin County

Bid 2013-153 Services: Inmate Health Care

Bid Number **2013-153**
 Bid Title **Services: Inmate Health Care**

Bid Start Date **In Held**
 Bid End Date **Jun 13, 2013 2:00:00 PM CDT**
 Question & Answer End Date **Jun 6, 2013 5:00:00 PM CDT**

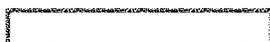
Bid Contact **Jennifer Turner**
Contract Administrator
Purchasing
972-548-4124
jturner@co.collin.tx.us

Contract Duration **1095 days**
 Contract Renewal **2 annual renewals**
 Prices Good for **90 days**
 Pre-Bid Conference **May 28, 2013 1:30:00 PM CDT**
Attendance is mandatory
Location: Detention Facility Training Room
Collin County Justice Center
4300 Community Ave.
McKinney, TX 75070

Standard Disclaimer *****Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*****
Mailing Address:
Collin County Purchasing
2300 Bloomdale Rd., Ste 3160
McKinney, TX 75071
Prices bid/proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.
All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments **Collin County is seeking proposals from qualified medical services companies to provide medical, psychiatric, dental and other health care services at Collin County Detention Facilities.**

Item Response Form

Item **2013-153--01-01 - Adult Detention and Minimum Security**
 Quantity **1 fee**
 Unit Price 

Delivery Location **Collin County**
Collin County
 200 S. McDonald St. Suite 230
 McKinney TX 75069
Qty 1

Description

Offeror shall provide pricing and an explanation of the total cost of services at NCCHC Accredited Levels at the Collin County Detention Center.

Item **2013-153--01-02 - John R. Roach Juvenile Detention Center**

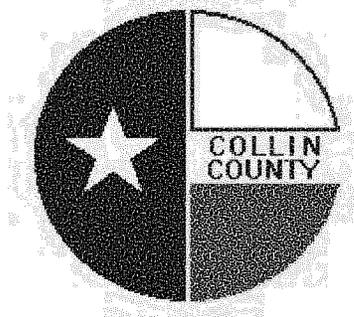
Quantity **1 fee**

Unit Price

Delivery Location **Collin County**
Collin County
 200 S. McDonald St. Suite 230
 McKinney TX 75069
Qty 1

Description

Offeror shall provide pricing and an explanation of the total cost of services at Non-Accredited Levels at the John R. Roach Juvenile Detention Center.



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync at www.bidsync.com**, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$3,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

3.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$1,000,000 per medical incident/\$3,000,000 annual aggregate per physician/dentist or other contractor insured/\$5,000,000 annual aggregate for corporate/ancillary personnel.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of A+ or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

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 28, 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 three (3) years 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 22, 2013

Pre-Proposal Conference:	May 28, 2013
Deadline for submission of vendor questions:	June 6, 2013
Proposals due:	June 13, 2013, 2:00 p.m.
Vendors notified of selection for presentation:	July 3, 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 (NCCCHC) 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.

In the event of an emergency Provider shall make nursing staff available to provide emergency services to juveniles enlisted in Juvenile Justice Alternative Education Program. The JJAEP is located at 4690 Community Ave. #100, McKinney, Texas 75071.

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 Justice Department. 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 rationale 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 5 days 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 or 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.

6.0 EVALUATION FACTORS AND PROPOSAL FORMAT

6.1 EVALUATION CRITERIA

The award of the contract shall be made to the responsible provider, whose proposal is determined to be the best evaluated offer, taking into consideration the relative importance of the factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government. Proposals should be clear, concise, and include sufficient detail for effective evaluation.

6.1.2 Proposals will be evaluated based upon the following criteria (not necessarily in any priority):

6.1.2.1 The overall qualifications and experience of the Provider in providing correctional healthcare services.

6.1.2.2 Experience and qualifications of management and on-site staff in the daily management of correctional healthcare services.

6.1.2.3 Level of on-site medical services to be offered to include: pharmacy operations, dental, x-ray, triage and mental health services.

The County will use a competitive process based upon "selection levels." The County recognizes that if a provider fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining providers or to elevate a provider that was not elevated before. The selection levels are described in the following sections.

Level 1 - Procurement Requirements Assessment

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

The first part of the evaluation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those providers who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two (2) business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The County's Selection Team will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

35%	Qualifications of the Firm – <i>See 6.5, Section 2</i>
20%	Qualifications of Staff – <i>see 6.5, Section 3</i>
25%	Work Plan – <i>see 6.5, Section 4</i>
20%	Cost

It is anticipated that no more than three providers will advance to Level 3 but Collin County reserves the right to adjust the number as necessary.

Level 3 - Demonstrations and Implementation Firm Interviews

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. 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.

The following criteria is optional and will be used to evaluate those providers elevated for interviews.

- 50% Interviews
- 50% References

The County will contact the provider references. These references will be asked a series of questions regarding their satisfaction with the services being provided.

It is anticipated that no more than two providers will advance to Level 4 but Collin County reserves the right to adjust the number as necessary.

Level 4 – Discovery Sessions

If needed, providers elevated to Level 4 will be asked to respond in writing to issues and questions raised by the County at the interviews, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. The County reserves the right to bypass Level 3 in the evaluation process and move directly to Discovery Sessions. Criteria evaluated during this phase include:

- 25% Response to questions/clarifications
- 40% Updated Cost
- 35% Project Staffing

Based on the information collected in this phase, a single provider will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other providers that have submitted bids and enter into negotiations with them.

Level 5 –Best and Final Offer

BEST AND FINAL OFFERS: 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.

6.2 PROPOSAL FORMAT

The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers. Those providers submitting electronically may upload all documentation to the bidsync.com website; those submitting manually are requested to provide eight (8) copies as part of their proposal. If submitting manually include DVD with submission.

6.3 REFERENCES

Provider is requested to include at least three (3) references with names, addresses and telephone numbers, emails, and jail ADP.

6.4 PRICING/FEES – *All pricing information shall be provided in a separate sealed envelope within Provider's proposal/ or if submitting through www.bidsync.com be as a separate file.*

6.4.1 State cost of the services for the Collin County Detention Center and Minimum Security Facility.

6.4.2 State cost of services for the Collin County Juvenile Detention Facility.

6.5 SUPPORTING MATERIALS

Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Provider is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison of the specifications of the services proposed with that of the requirements stated herein.

Section 1- Introduction and Submittals

In this section include, at a minimum, the following:

- (a) An introductory letter that should be addressed to and include:
- (ii) an introduction of the Provider, and an introduction of all major subcontractors/subconsultants who may be involved in the performance of the work; and
 - (iii) a discussion of the primary business experience, length of time in business, ownership, office locations, specific location of the principal office from where the main work will be performed, contact information (i.e., contact names, telephone and facsimile numbers, and email addresses), and other information introductory in nature for each firm involved in making the proposal.

Section 2- Qualifications of the Firm

The overall qualifications and experience of the Provider in providing correctional healthcare services. Discuss provider's qualifications as a business entity, past performance, and experience with special emphasis on the following:

- State your principal business location and any other service locations.
- What is your primary line of business?
- How long have you been providing services as described herein?
- State how many and the locations where your services are in use.
- Provide information regarding your firms litigation record
- Provide a list of other projects that you are currently involved with or will be involved with.
- Provider is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will

be accepted. If provider's firm does, however, have audited statements, please include a copy with your proposal.

- Provide a listing of all legal claims closed and pending related to inmate health services, problems of disputes over the firm's performance on contracts or projects held during the last five years, specifying the jurisdiction of the case, i.e. stat tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e. state of tort, malpractice, federal civil rights, violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform. Firms must provide information on any legal settlements within this period as well as the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to a prime vendor.

Describe experience relevant to the performance of work for federal, state or local agencies Provide information that demonstrates customer/client satisfaction with overall job performance and quality of completed work accomplished.

Section 3 - Qualifications of Staff

Experience and qualifications of management and on-site staff in the daily management of correctional healthcare services. Provide a staffing plan that identifies the project manager(s) and any other key personnel who will be assigned to the project. Also discuss the qualifications and experience of each key individual. At a minimum, include the following:

- (a) Qualifications of project manager(s) and key personnel who will be assigned to the project.

Submit, at a minimum, resumes of the project manager(s) and key personnel (inclusive subcontractor personnel) who will be assigned to the project. Resumes must be complete and concise, featuring experience that is most directly relevant to the task responsibility to which the individual will be assigned. Resumes must be dated (e.g., dates of education, experience, employment, etc.) and must state the function(s) to be performed on the project by each of the key personnel.

Submit, at minimum, an organization chart, complete with a listing of all job classifications and the number of full and part time employees in each job classification, to be used in the work performance. Also identify which job classifications relate to subcontractor personnel.

Submit your staffing plan as identified by the recommended and proposed attachments provide in this solicitation to include proposed salary and benefits to be offered for each position.

Section 4- Work Plan

Level of on-site medical services to be offered to include: pharmacy operations, dental, x-ray, triage and mental health services. Provide a description of how the provider proposes to organize and perform the work. At a minimum, include the following:

- Proposed transition of current service provider
- Proposed method of accomplishing the work required for this project.
- Proposed approach to managing the work, and ensuring program and cost control.
- Proposed education and training of on site staff

- (e) Proposed work to be accomplished by subcontractors, and identify the work to the specific subcontractors.
- (f) Potential impediments, obstacles, or problems that could negatively impact upon work performance and proposed solutions.
- (g) Specific tasks that the provider requires the County to accomplish during contract performance or prior to contract award, and how the provider will successfully accomplish the work if such tasks are not performed.
- (h) Provide a schedule on each phase of the proposed services beginning with program development and ending with the date of commencement of services. The schedule must include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task).

ATTACHMENT "A"
AGREEMENT

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Collin County, Texas (hereinafter referred to as the "County"), and Contractor _____, a _____ corporation (hereinafter referred to as Contractor), is dated for reference purposes as of the _____ day of _____, 2013 (hereinafter referred to as the "Agreement"). Services under this Agreement shall commence on October 1, 2013, and shall continue in accordance with Sections 8.1 and 8.2.

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary health care for inmates at the Collin County Detention Center located at 4300 Community Avenue, McKinney, Texas 75071 and at the Collin County Minimum Security Facility at 4800 Community Avenue, McKinney, Texas 75071 and the juveniles at the John R. Roach Juvenile Detention Center located at 4700 Community Avenue, McKinney, Texas 75071 (hereinafter referred to collectively as the "Facilities").

WHEREAS, the County desires to provide for health care to the inmates /juveniles in the Facilities in accordance with applicable law; and

WHEREAS, the County desires to enter into this Agreement with Contractor to promote this objective; and

WHEREAS, Contractor is in the business of providing correctional health care services and desires to provide such services for the County under the terms and conditions hereof,

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE 1: HEALTH CARE SERVICES

1.1 General Engagement. The County hereby contracts with the Contractor to provide for the delivery of medical, dental, and mental health care to individuals committed to the custody of any of the Facilities. The terms and conditions of the accepted Request For Proposal for "Services: Inmate Health Care, RFP No. 2013-153" are incorporated herein verbatim as if fully set forth. Individuals who are unconscious, injured or seriously ill at the time of booking shall not be committed to the custody of the Facilities. These individuals shall be immediately referred to a third party provider for medical attention and their admission and booking (or their return to one of the Facilities) will be predicated on written medical clearance from the third party provider. Contractor will not be responsible for any cost associated with medical care that is delivered prior to an individual's being booked into the facility.

1.2 Scope of General Services. For the purposes of this Agreement, Contractor responsibility for medical care commences when an individual is booked into any of the Facilities. Contractor shall provide health care services for all persons committed to the physical custody of any one of the Facilities and to individuals who are engaged in work release activities but who spend each night at one of the Facilities. Contractor shall provide on a regular basis, all professional medical, dental, mental health, related health care and administrative services for the inmates/juveniles. These services include intake health screenings, 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 on-site emergency medical treatment for visitors or County personnel, all as more specifically described in Collin County's Formal Request for Proposal, RFP 2013-153, and Contractor Response to Collin County's Formal Request for these documents are attached as Exhibits (List Exhibits).

Inmates/juveniles to be housed in any Collin County Detention Facility shall receive an intake health screening before completion of booking process.

1.3 Exceptions to the Provision of Medical Care. Contractor will not be responsible for providing elective medical care to inmates/juveniles. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of Contractor Medical Director, cause the inmate's/juvenile's health to deteriorate or cause definite harm to the inmate's/juvenile's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general medical standards. Contractor will give notice to the County of any referral of inmates /juveniles for elective medical care prior to the provision of such services. Contractor will not be responsible for providing newborn care or for abortions that are not medically indicated.

1.4 Transporting Services. Non-emergency and emergency transportation services including reasonable security will be provided and paid for by the County. Contractor is responsible for requesting transportation in accordance with the policies and procedures regarding the transportation of inmates/juveniles for medical reasons mutually developed by Contractor and the County.

ARTICLE II: PERSONNEL

2.1 Staffing. Contractor shall provide medical, mental health, dental, technical and support personnel necessary for the rendering of health care services to inmates/juveniles at the Facilities as described in (Exhibit to be attached). The staffing matrixes set forth in (Exhibit) are based on an average inmate/juvenile population of _____ inmates/juveniles in the adult detention facilities and in the juvenile detention facility. Should the total inmate population increase to an average level of _____ or more for a period of sixty (60) days or longer, additional health care staffing beyond the

positions in (Exhibit) , may be necessitated, and, Contractor reserves the right to review the staffing and contract price, and, with the County's participation and approval, which shall not be unreasonably withheld, make necessary adjustments in staffing and contract price in order to accommodate any additional staff positions which may be needed to serve the increased inmate population.

2.2 Licensure, Certification and Registration of Personnel. Contractor shall ensure that all personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. Each license or certification shall be on file at a central location as mutually agreed upon. All Contractor personnel, prior to entering the Facilities, shall be required to undergo a criminal background check conducted by the County at no cost to Contractor. Contractor agrees that all of its personnel employed in the Facilities will sign a Nondisclosure Agreement provided by the County. This Nondisclosure Agreement will be kept in each employee's personnel file. Contractor shall monitor the license and/or certification and/or registration of each employee on a monthly basis to confirm its status and good standing. Contractor shall also require each of its employees to advise Contractor if their [employee's] license and/or certification and/or registration has been revoked, suspended, restricted, limited, or in any way impaired. Contractor shall notify Collin County in writing of any personnel whose license and/or certification and/or registration has been revoked, suspended, restricted, limited, or in any way impaired. Such notice shall be provided within three (3) business days of Contractor's knowledge of the change in status, but in no event no later than thirty (30) days after the status has changed.

2.3 Sheriff's Satisfaction with Health Care Personnel. If the County becomes dissatisfied with any health care personnel provided by Contractor hereunder, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the County of the grounds for such dissatisfaction and in consideration of the reasons therefore, shall exercise its best efforts to resolve the problem. If the County is not satisfied that the problem has been solved, the County may revoke the employee's right to enter the detention center. If the County revokes a Contractor employee's right to enter the detention center, the County will provide Contractor written notice to that effect. The decision to revoke a Contractor employee's right to enter the Facilities shall be at the sole discretion of the County.

2.4 Use of inmates/juveniles in the Provision of Health Care Services. Inmates/juveniles shall not be employed or otherwise engaged by either Contractor or the 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 individuals in the Facilities if Contractor and the County mutually agree.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, Contractor will engage certain health care professionals as independent contractors rather than as employees. The County may request to approve such

professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the County consents to such subcontracting or delegation. As the relationship between Contractor and these health care professionals will be that of independent contractor, Contractor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Contractor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Contractor shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, psychiatrist and nurses performing duties as agents or independent contractors of Contractor under this Agreement, Contractor shall provide the County proof, prior to the effective date of this agreement, that there in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) aggregate. In addition, for each agent or subcontractor hired by the Contractor, the agent or subcontractor shall include Collin County, its officials, officers and employees as additional insureds on the certificate of insurance and shall provide the County with a copy of the certificate of Insurance. If requested by the County, Contractor will provide to the County copies of subcontractor agreement providing service warranted under the Agreement .

2.6 Discrimination. During the performance of this Agreement, Contractor, their employees, agents, subcontractors, and assignees agree as follows:

- (a) They will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation age, Vietnam Veteran status, disability as defined in the Americans with Disabilities Act or national origin, except where age, religion, sex, disability or lack thereof or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. They will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) In all solicitations or advertisements for employees, they will state that it is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Staffing Penalties. In the event that Contractor fails to fill any vacant position(s) 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 Contractor's expense) after a period of sixty (60) days, Contractor shall issue a credit consisting of 100% of the hourly salary for each position not covered or vacant after sixty days for the remaining vacancy period. Both parties agree that a paid position is deemed to be a filled position. Any credited amount will be payable to the County from Contractor as a credit to the County's next monthly billing by Contractor.

ARTICLE III: ACCREDITATION

3.1 Obligation of Contractor. Contractor's services shall be designed to meet the standards promulgated/developed by the National Commission on Correctional Health Care for Jails (NCCHC).

ARTICLE IV: EDUCATION

4.1 Inmate and Staff Education. Contractor shall conduct an ongoing health education program for inmates/juveniles at the Facilities with the objective of raising the level of inmate health and health care. Contractor staff will provide relevant training to County's staff on at least a quarterly basis on topics agreed upon by both parties.

4.2 Medical Services Staff Education. Contractor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

ARTICLE V: REPORTS AND RECORDS

5.1 Medical Records. Contractor shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services *from* Contractor. Each medical record will be maintained in accordance with applicable laws, NCCHC standards and the County's policies and procedures. The medical records belong to the County, and Contractor shall be custodian of these records during the term of this Agreement, keeping the medical records separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to the County and may be available to accompany each inmate who is transferred from one of the Facilities to another location for off-site services or transferred to another institution. Medical records shall be kept confidential, subject to applicable law (including HIPAA and the State of Texas Public Information Act). Contractor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Upon the expiration or termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall, within the limits of applicable law, provide Contractor with reasonable ongoing access to all medical records even after the termination/expiration of this Agreement to enable Contractor to properly prepare for litigation or anticipated

litigation or any other legal or regulatory action brought or threatened by third persons in connection with services rendered during the term hereof.

5.2 HIPAA Compliance. Contractor shall comply with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements and the requirements of the State of Texas Open Records Act relating to Contractor's responsibilities under this Agreement.

5.3 Regular Reports by Contractor to the County. Upon the County's request, Contractor shall provide to the County, on a date and in a form mutually acceptable to Contractor and the County, monthly and annual reports relating to services rendered under this Agreement. If requested, Contractor shall submit monthly and other periodic reports to the Collin County Jail Administrator/Director of Juvenile Probation, concerning and reflecting on the overall health of the inmates/juveniles committed to the custody of the County. Such reports shall be submitted on a regular, periodic, or as requested basis to be determined by mutual written agreement of Contractor and the County. Contractor will fully cooperate with the County to respond to reporting requests to support any provision or section of this Agreement, without any additional charge, fee or assessment to the County.

Reports shall also be provided daily to the Collin County Jail Administrator/Director of Juvenile Probation regarding inmates /juveniles in offsite, hospital care. Report shall include inmate/detainee/juvenile condition and estimated duration of hospital stay and approximate date of return to Collin County Detention Facility. As it is Collin County's desire to provide as much onsite care as possible, it is requested that Contractor Staff confirm the need for continued offsite care through this daily report.

5.4 Third Party Reimbursement. Contractor will seek information concerning health insurance which would cover services provided by Contractor from each inmate treated, as allowed by law. Payment for services will only be made by Contractor after all third party efforts have been exhausted. A report detailing all third party reimbursement will be provided to the County on a quarterly basis.

5.5 Inmate/Juvenile Information. Subject to the applicable law, in order to assist Contractor in providing the best possible health care services to inmates/juveniles, the County will provide Contractor with inmate/juvenile information that Contractor and the County mutually identify as reasonable and necessary for Contractor to adequately perform its obligation hereunder.

5.6 Contractor Records Available to the County with Limitations on Disclosure. Contractor shall make available to the County, at the County's request, all records, documents, and other papers relating to the direct delivery of health care services to inmates/juveniles hereunder. The County understands that many of the systems, methods, procedures, written materials and other controls employed by Contractor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Contractor. Information concerning such may not, at any time, be used,

distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by Contractor.

The Contractor agrees that at any time during normal business hours, and as often as County may deem necessary, Contractor 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 three (3) years 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.

5.7 County's Records Available to Contractor with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the County will provide Contractor, at Contractor's request, the County's records relating to the provision of health care services to inmates/juveniles as may be reasonably requested by Contractor or as are pertinent to the investigation or defense of any claim related to Contractor's conduct. Consistent with applicable law, the County will make available to Contractor such records as are maintained by the County, hospitals and other outside health care Contractors involved in the care or treatment of inmates/juveniles (to the extent the County has any control over those records) as Contractor may reasonably request. Any such information provided by the County to Contractor that the County considers confidential and clearly labeled confidential and clearly labeled confidential shall be kept confidential by Contractor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE VI: SECURITY

6.1 General. Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Contractor as well as for the security of inmates/juveniles and the County's staff, consistent with the correctional setting. The County will use reasonable efforts to provide sufficient security to enable Contractor, and its personnel, to safely and adequately provide the health care services described in this Agreement. Contractor, its staff and personnel, understand that working in the Collin County Detention and Juvenile Detention Centers involves inherent dangers. Contractor, its staff and personnel further understand that the County cannot guarantee anyone's safety in such a facility and nothing herein shall be construed to make the County or its employees a guarantor of the safety of Contractor employees, agents or subcontractors, including their employees.

In the event that any recommendation by Contractor for particular health services for any inmate/juvenile or transfers to a medical facility should not be implemented and carried out for security reasons, Contractor will be released from professional liability for

any damages resulting from any such decision on the part of the County not to respond or to institute a requested transfer of any inmate.

6.2 Loss of Equipment and Supplies. The County shall not be liable for the loss of, or damage to, equipment and supplies of Contractor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees.

6.3 Security During Transportation Off-site. The County will provide security as necessary and appropriate in connection with the transportation of any inmate/juvenile between any of the Facilities and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General. The County agrees to provide Contractor with office space, facilities, equipment (see Exhibit ? for list of equipment)) and utilities sufficient to enable Contractor to perform its obligations hereunder. Contractor will supply and be responsible for payment of long distance access for use of its personnel. Contractor shall provide all necessary office supplies and medical supplies. The County shall be responsible for providing substitute space should the designated medical facility become unsafe for any reason.

7.2 Delivery of Possession. The County will provide to Contractor, beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies, which are the County's property, in place at the detention centers' health care units. At the termination of this or any subsequent Agreement, Contractor will return to the County possession and control of all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at any of the detention centers' health care units prior to the commencement of services under this Agreement and/or purchased by Contractor or the County during the term of this agreement.

7.3 Equipment. The Contractor will provide all medical equipment required for the efficient operation of the health care facilities except for equipment and materials stated as County furnished property.

7.4 General Maintenance Services. The County will provide the same range of services and facilities for those inmates /juveniles that are confined to reside in a health clinical area for the purpose of receiving medical services, to include, but not be limited to, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

7.5 Supplies. Contractor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Contractor to perform its obligations hereunder.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT

8.1 Term. This Agreement will be effective at 12:01 a.m. on October 1, 2013. The term of this Agreement shall be through September 30, 2015 Thereafter, based upon fiscal funding appropriation this Agreement may be renewed for two (2) additional one (1)year renewals terms if agreed to in writing by both parties before the expiration of the then current term.

8.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by Agreement. In the event that the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination by Cancellation. This Agreement may be cancelled without cause by the County or Contractor upon thirty (30) days prior written notice; however, The notice must state the reasons for the termination.
- (c) Termination for Default. In the event either party shall give detailed notice to the other that such party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement, provided, however, that the cure period shall be limited to ten (10) days if the default is failure by the County to timely make any payments due to Contractor hereunder.
- (d) Annual Funding. This Agreement will terminate at the end of any annual term if the Commissioners' Court fails to authorize or appropriate funds sufficient for the County to meet its obligations hereunder.
- (e) Immediate Termination by the County: The County, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1) The insolvency, bankruptcy, or receivership of Contractor;
or
 - 2) Contractor fails to maintain insurance in accordance with the Insurance Section of this Agreement, unless such

failure is due to circumstances beyond the control of Contractor.

8.3 Responsibility for Inmate Health Care. Upon the termination or expiration of this Agreement, all of Contractor's responsibility for providing health care services to all inmates/juveniles, including inmates/juveniles receiving health care services at sites outside the detention centers, will terminate.

ARTICLE IX: COMPENSATION

9.1 Base Compensation. To compensate Contractor for the services provided to the inmates of the Collin County Detention and Minimum Security facilities, the County will pay Contractor the sum of \$_____ each month for the first twelve month period of this Agreement. To compensate Contractor for the services provided to the juvenile detainees of the Collin County Juvenile Detention Facility, the County will pay Contractor the sum of \$_____ each month for the first twelve month period of this Agreement.

If during any month of the Agreement the average number of adult inmates/juvenile detainees per day in such month exceeds _____, the County will pay Contractor the additional sum of \$_____ per inmate per day as additional compensation.

If the average total number of adult inmates/juvenile detainees per day in such month exceeds _____ and the average number of adult inmates is over _____ the Collin County Detention and Minimum Security facilities will be invoiced the \$_____ per inmate. If the average total number of adult inmates/juvenile detainees per day in such month exceeds _____ and the average number of juvenile detainees is over _____ the Collin County Juvenile Detention Facility will be invoiced the \$_____ per juvenile.

These above referenced per diems are intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if a population increase is sustained.

Contractor will invoice the County thirty (30) days prior to the month in which services are to be provided. The County agrees to pay Contractor in accordance with V.T.C.A., Government Code, Title 10, Chapter 2251. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month. Any per diem charges incurred will be billed to the County the second month following the month in which the charges were incurred. (For example, if the County incurred per diem charges in January, the charges will be reflected in the March bill from Contractor.)

Invoices will be mailed to:

Collin County Auditor's Office
2300 Bloomdale, Suite 3100
McKinney, TX 75071
Email address: accountspayable@collincountytx.gov

All invoices will contain: 1) Collin County Purchase Order Number; 2) Contractor's name, address, and tax identification number; and 3) a detailed breakdown of all charges for the services provided including the applicable time frames.

9.2 Inmates /juveniles from Other Jurisdictions. Medical care rendered at one of the Facilities to inmates/juveniles from other jurisdictions housed in one of the Facilities pursuant to a contract between the County and such other jurisdictions will be the responsibility of Contractor and will be included in the average daily inmate population count. Contractor will arrange medical care that cannot be rendered on-site at the detention center to these inmates/juveniles, but Contractor shall have no financial responsibility for such services.

9.3 Annual Compensation Escalator. The annual compensation Contractor is to receive pursuant to this Agreement, which includes the base compensation amount and the per diem rate described in paragraph 9.1, for subsequent years of this Agreement, including any extensions, shall include a reasonable increase at the end of each twelve month period of the Agreement to insure the delivery of the same quality and quantity of health services.

The annual increase in compensation will be calculated using the Department of Labor's Consumer Price Index for Medical Care Services, Dallas/Fort Worth, Texas, not seasonally adjusted, for the preceding year (i.e. the increase which will take effect October 1, 2014 will be calculated using the Department of Labor's CPI for Medical Care Services from May 2013 through May 2014 and each year thereafter). The resultant percentage increase will be multiplied by the current base compensation and the current per diem rate to determine each subsequent year's base compensation and per diem rate. For purposes of this contract, the Medical CPI shall not exceed an annual increase of 3%.

Requests for an annual compensation increase will be made in written form, shall be submitted a minimum of ninety (90) days prior to the Agreement's anniversary date, and shall include supporting documentation if requested.

9.4 Contractor's Financial Responsibility. Contractor is responsible for the costs associated with intake health screenings, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, chronic care clinics, on-site emergency medical care, medical records management, clinical labs (as that term is defined in Collin County's Request for Proposal), health education services, utilization review, a quality assurance program, other administrative support services, medical and office supplies, pharmacy and pharmaceutical services, EKGs, waste disposal,

accreditation fees, all needed equipment to set up a dental suite for the juvenile facility, a performance bond, and on-site emergency medical treatment for visitors and County personnel. Contractor will not be financially responsible for costs associated with any off-site treatment, hospitalization, medical specialty services (whether provided on-site or offsite), radiology services, and transportation services. Contractor is to provide services to the inmates /juveniles in the physical custody of the County. Contractor will not be financially responsible for any person remanded to, or in the custody of, any other law enforcement officer or agency or other correctional/detention facility of any city, county, state or federal authority. This contract specifically excludes medical care provided to inmates/juveniles under the jurisdiction of Collin County but incarcerated in a facility owned by, operated by, and/or located in another county or state.

9.5 Responsibility for Inmates in the Sheriff's Work Release Program. Notwithstanding any other provisions of this Agreement to the contrary, the parties agree that inmates assigned to any Work Release Program are personally responsible for the costs of any medical services rendered outside the facility without Contractor's prior authorization.

9.5 Changes. If any statute, rule or regulation is passed or any order issued or any statute, guideline or standard of care adopted or interpretation made, or additional facilities opened that materially changes the scope of services or materially increases the cost to Contractor of providing health care services hereunder, Contractor and the County agree to negotiate additional compensation to be paid by the County to Contractor as a result of such changes.

ARTICLE X: LIABILITY AND RISK MANAGEMENT

10.1 Insurance. At all times during this Agreement, Contractor shall maintain professional liability insurance covering Contractor, its representatives, employees, officers, agents, and subcontractors with limits of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate per physician/dentist or other contractor, and \$5,000,000 annual aggregate for corporate/ancillary personnel. Physicians and dentists provided by Contractor will be included in the coverage or provide their own coverage with these limits. Coverage shall be maintained for an appropriate period in accordance with the Texas Statute of Limitations.

At all times during this Agreement, Contractor shall maintain commercial general liability insurance covering Contractor, its representatives, employees, officers, agents, and subcontractors with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Physicians and dentists provided by Contractor will be included in the coverage or provide their own coverage with these limits. Coverage shall be maintained for an appropriate period in accordance with the Texas Statute of Limitations. The County, its officials, officers and employees shall be listed as additional insureds on the certificate of insurance. This coverage shall be

primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.

Contractor will maintain over the term of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Agreement with limits of not less than those required by statute. Contractor will also maintain employer's liability insurance with limits of not less than \$500,000.00 per occurrence.

Contractor will maintain Commercial Automobile Liability insurance with no less than \$500,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Contractor will retain all required certificates of coverage for the duration of the project and for one year thereafter. Contractor will notify the County in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project. Contractor will post on each project site a notice, in the text, form and manner prescribed by Texas Workers Compensation Commission, informing all persons providing services on Contractor's behalf that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. Contractor shall provide a copy of the certificate of insurance to the County within ten (10) business days from the execution of this Agreement.

10.2 Indemnity. Contractor agrees to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees from all claims, complaints, costs (including attorney fees), actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the County, its officers, agents and/or employees resulting in any way from the negligence, inadvertence, error, or omission of Contractor, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder. The County shall indemnify and hold harmless Contractor, its agents, servants and/or employees and/or medical and/or health care staff from any and all claims, actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the Contractor, its officers, agents and/or employees resulting solely from the negligence, error, or omission of the County, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder.

For purposes of the Contractor's obligation to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees, a "claim" shall be broadly defined and construed to include, but not limited to, requests submitted for medical records under the Texas Public Information Act; complaints made to the Texas Commission on Jail Standards; written, electronic, or oral allegations of inappropriate or improper medical care or treatment; submission of a formal "notice of claim" made pursuant to the Texas Tort Claims Act, Texas Civil Practice & Remedies Code Section 101.101; receipt of a subpoena and/or notice of deposition for any County employee or official to provide, discuss, or present medical records or information about the medical

care or treatment of a person detained in the Collin County Facilities covered by this Agreement in a court or any other proceeding; or any other matter alleging or suggesting a failure of the Contractor to comply with the requirements of this Agreement which requires the assistance, guidance, and advice of legal counsel. Nothing in this definition of "claim" modifies or alters the statutory or legal requirement that the County receive a notice of claim in accordance with Texas law or any other applicable law, statute, or ordinance.

The determination of whether Contractor is obligated to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees from all claims, complaints, costs (including attorney fees), actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the County, its officers, agents and/or employees resulting in any way from the negligence, inadvertence, error, or omission of Contractor, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder, shall be made at the sole discretion of Collin County. Such determination by Collin County will be based, in part, on the totality of the circumstances of the matter as well as the allegations, if any, contained in the claim, complaint, notice, subpoena, request, pleadings and all subsequent amendments thereto. The Contractor shall acknowledge and accept a request for indemnification no later than fifteen (15) days after the receipt of a request for indemnification from the County and the Contractor shall send the County or its retained counsel written acceptance of the request for indemnification along with any claim number and information regarding submission of billing for attorney's fees. The failure of Contractor to acknowledge and accept a request for indemnification within the fifteen (15) day period shall be a material breach of a material obligation of the Contractor subject to the terms of paragraph 8.2(c).

For all such matters described above under which Collin County, its elected officials, officers, agents and employees are owed a defense and indemnification by the medical care Contractor, Collin County shall have exclusive right to choose defense counsel to represent Collin County, the Collin County Sheriff's Office, and any and all elected officials, employees, agents and representatives of Collin County who may be named as parties to such matter. This choice of counsel is at the sole discretion of Collin County and the medical care Contractor cannot substitute nor change Collin County's choice of counsel without express written permission from Collin County. The medical care Contractor expressly agrees that such counsel selected by Collin County will directly bill the medical care Contractor for all such attorney's fees and costs which are associated with the defense of Collin County and/or its elected officials, employees, agents and representatives in such matter and such bills will be paid in a timely manner, but in no event later than sixty (60) days after the date such bills are submitted to the Contractor or their designated representative. The failure by Contractor to pay the attorney's fees in the sixty (60) day time period shall be a material breach of a material obligation of the Contractor subject to the terms of paragraph 8.2(c) The County's retained counsel will provide legal services in accordance with generally acceptable billing practices and will seek to comply with, but is not obligated to follow, billing guidelines requested by the Contractor or its designated agent.

The obligation of the Contractor to indemnify, defend, and hold harmless the County, its elected officials, officers, agents and employees as described above shall continue until such time as the matter has been fully and finally resolved to the satisfaction of the County based, in part, on legal guidance and advice from its retained counsel and considering the applicable status of the matter, finality of judgments, applicable deadlines, and statutes of limitation. The determination of whether the matter has been finally resolved to the satisfaction of the County is at the sole discretion of the County.

ARTICLE XI: MISCELLANEOUS

11.1 Independent Contractor Status. The parties acknowledge that Contractor is an independent contractor. Contractor has the sole responsibility for all diagnosis, treatment and disbursement of medication for all medical, mental and dental health. Contractor 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/or others. On these matters of security, the Collin County Sheriff and the Director of Juvenile Probation shall support, assist and cooperate with Contractor, and Contractor shall support, assist and cooperate with the Collin County Sheriff and the Director of Juvenile Probation, whose decisions in any non-medical matter shall be final.

11.2 Assignment and Subcontracting. Contractor shall not assign or subcontract this Agreement in whole or in part, to any other entity or person without the express written consent of the Collin County Sheriff or the Director of Juvenile Probation, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve Contractor of its independent obligation to provide the services and be bound by the requirements of this Agreement. The County and Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

11.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties.

(a) County Collin County
Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

(b) Contractor _____

Notices shall be effective upon receipt.

11.4 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas. Venue for any litigation arising from this Agreement shall be in a State District Court of Collin County, Texas.

11.5 Entire Agreement. This Agreement, along with the terms and conditions of the accepted Request For Proposal for "Services: Inmate Health Care, RFP No. 2013-153" which are incorporated herein verbatim as if fully set forth, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

11.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

11.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.9 Other Contracts and Third-Party Beneficiaries. The parties agree that the County shall take all reasonable steps necessary to assist in securing third party reimbursement. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

11.10 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

11.11 Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, but strikes, inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure of transportation, explosion, war,

embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond its control.

11.12 Performance Guaranty. Contractor will furnish a surety bond in the amount of \$500,000 payable to the County.

11.13 Permits and License. Contractor acknowledges that it will maintain all relevant permits and licenses required to perform the services required by this Agreement. This will include, but not be limited to licenses and permits for radiology and pharmacy. Contractor shall ensure that all individuals or entities performing that health care services required under this Agreement, including its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Contractor shall immediately notify the County of any revocation, suspension, termination, expiration restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

11.14 Software. Contractor will provide (Name of Software) for use in the County's facility at no cost to the County. Contractor will maintain ownership of this software and the County shall be entitled to quantitative and select information as required by the County and shall be entitled to use the software during the course of this Agreement. At the termination or expiration of this Agreement, Contractor shall remove the (Name of Software) software. Any medical information regarding inmates /juveniles within the (Name of Software) will remain the property of the County and, upon the County's request; Contractor will convert any and all healthcare data to an acceptable receptacle for use with a different software system.

11.18 Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid binding representative of each party.

11.19 Exhibits. Exhibits (listed as needed) are incorporated herein and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

COLLIN COUNTY, TEXAS

Contractor,.

By:Contractor_____

By:Contractor_____

Title: Contractor_____

Title:Contractor_____

Date:Contractor_____

Date:Contractor_____

ATTACHMENT “B”
COLLIN COUNTY FURNISHED MATERIALS
LIST

**Collin County Furnished Material List
(4/2013)**

The following Collin County equipment is available for use by the contractor however once the equipment is determined unserviceable it will not be replaced and the contractor will be required to provide their own equipment.

EKG Units	Back board
AED unit	Cloth Stretcher
Dynomap bp unit	Wheelchairs
Utility cart	Gurneys
Television	Medical carts
VCR and DVD	

INVENTORY LIST

Main Jail

Infirmery consists of the following areas:

Nurse Station, Pharmacy, Breakroom, Admin Offices, Records, Storage Room and

General Medical Equipment

(1) EKG unit
(1) AED unit
(1) *Dynomap BP unit
All-Beds and Bedding

Admin Office Areas

Desk Unit
Chair
File Cabinet/Shelf unit
Phone
Visitor chair

Records Area

File Record Shelving
(3) Desk Units
(1) Horizontal file cabinet
(3)Phones

Storage Room

(1) Wheelchair
Storage Shelving
Utility Cart
(1) Weight Scale
(1) Microfilm Storage Cabinet
(5) Gurneys

Nurse Station

(1) PC for Inmate Tracking
Attendant Chairs
Phones
Contaminated Biohazard Containers
Trash Cans
(5) Medical Carts

Pharmacy

Storage Shelving Units
(1) Full Size Refrigerator

Break Area

(1) Television
(1) VCR and (1) DVD
Break Table and Chairs

Booking Area

(4) chairs	(1) Chart Stand
(2) Bed trays	(1) Telephone
(1) Gurney	(1) Weight Scale
(1) Office Chair	
(1) Stainless Steel Trash Can	
(1) Small Refrigerator	
(1) Oxygen Cylinder w/stand	

Four (4) Satellite Areas consisting of the following in each area

Desk Station
 Weight Scale
 Blood Pressure Unit
 Attendant Chair
 Patient Chair
 Waste Disposal Can
 Biohazard Waste Disposal Container

Dental Area

(1) Ultrasound Cleaner	(1) X-Ray Processor
(1) X-Ray unit	(2) Dental Stools
(1) Autoclave	(1) Desk/Storage Unit
(1) Dental Chair	
(1) Extended Dental Lighting Fixture	
(1) Phone	

Minimum Security Infirmary

(2) Shelving units	(1) Bed
(30) Filing cabinets	(1) Wheelchairs
(2) Health-O-Meter	(2) Exam Light Units
(2) Exam Tables	(1) Med Cart
(1) Gurney	(1) Copier
(1) AED Unit	(1) Back Board

Juvenile Detention

(1) Desk station and Chair
 (1) Computer and Monitor
 (2) Storage cabinets
 (4) Shelving units
 (3) Filing cabinets (4 drawer)

EXHIBIT “A”

**DETENTION CENTER AND MINIMUM
SECURITY CURRENT STAFFING MATRIX
REPORT**

**Collin County Detention Center
Proposed Staffing Matrix**

Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
Health Services Administrator	A		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.00
	B										
	C										
Director of Nursing	A		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.00
	B										
	C										
Administrative Assistant	A		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.00
	B										
	C										
Physician/Medical Director**	A		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.00
	B										
	C										
Dentist**	A		8.00		8.00		8.00	4.00	20.00	0.50	0.50
	B										
	C										
Dental Assistant	A		8.00	8.00	8.00	8.00	8.00	4.00	36.00	0.90	0.90
	B										
	C										
Psychiatrist** Plus on-call 24/7	A		8.00		8.00		8.00	4.00	20.00	0.50	0.50
	B										
	C										
Physician Extender - PA or	A	8.00							16.00	0.40	0.80
	B	8.00							16.00	0.40	
	C										
Registered Nurses	A	8.00	16.00	16.00	16.00	16.00	16.00	16.00	96.00	2.40	5.20
	B	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
	C	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
LVNs	A	40.00	48.00	48.00	48.00	48.00	48.00	48.00	320.00	8.00	17.80
	B	32.00	32.00	32.00	32.00	32.00	32.00	32.00	224.00	5.60	
	C	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168.00	4.20	

EMT or Paramedic	A	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	4.20
	B	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
	C	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
Mental Health Profession	A	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.90
	B	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	36.00	0.90	
	C														
Medical Records Clerks	A	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.00
	B														
	C														
Totals		168.00	232.00	224.00	240.00	224.00	224.00	224.00	220.00	164.00	1472.00	36.80	36.80		

**Specific days may vary

**Minimum Security
Proposed Staffing Matrix**

Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
Licensed Vocational Nurse	A	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	2.10
	B										
	C										
Totals		12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	2.10

EXHIBIT "B"

**DETENTION CENTER AND MINIMUM
SECURITY NEW CONTRACT STAFFING
REQUIRMENTS**

Recommended Staff Requirements for Inmate Health Care

Recommended Staffing- Detention Center	HOURS	FTE'S
Health Services Administrator	40.00	1.00
D.O.N	40.00	1.00
Physician/Medical Director	40.00	1.00
Dentist	20.00	0.50
Dental Assistant	36.00	0.90
Psychiatrist	24.00	0.60
Physician Assistant/ Nurse Practioner	32.00	0.80
RNs	208.00	5.20
LVN	712.00	17.80
EMT	168.00	4.20
Mental Health	92.00	2.30
Administration	40.00	1.00
Medical Records Clerk	40.00	1.00
Totals:	1492.00	37.30

Recommended Staffing- Minimum Security	HOURS	FTE'S
LVN	84.00	2.10
Totals:	84.00	2.10

EXHIBIT "C"
DETENTION CENTER HIV REPORT

HIV Report - Detention Center	Cases	Costs
2010	42	\$77,189.00
2011	56	\$99,430.00
2012	29	\$61,255.00

EXHIBIT "D"
DETENTION CENTER PSYCHIATRIC REPORT

Psychiatric Report - Detention Center	Prescription	Non Preferred	Cost
2010	318	68	\$17,100.00
2011	481	39	\$27,100.00
2012	550	74	\$16,051.00

EXHIBIT "E"

**DENTENTION CENTER AND MINIMUM
SECURITY MEDICAL STATISTICAL SUMMARY
REPORT 2012**

EXHIBIT “E”

**DETENTION CENTER AND MINIMUM
SECURITY MEDICAL STATISTICAL SUMMARY
REPORT 2012**

Medical Statistical Summary

Facility Name: **COLLIN COUNTY**
Submitted by: **Wanda / Tonle**

Year: **2012**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
ADP	945	925	870	858	931	968	976	945	953	954	922	850	11097
Receiving Screenings	1248	1228	1332	1216	1378	1364	1334	1250	1241	1542	1165	1132	15428
Health Assessments	339	331	348	378	444	397	467	456	398	472	373	380	4783
Nursing													
Sick call	905	875	829	800	1002	1037	962	759	733	762	874	768	10306
Medication verification	74	79	93	122	198	107	150	181	160	188	212	190	1754
Emergency encounters	6	1	3	4	3	9	5	3	6	22	21	8	91
Telephone contacts	0	0	0	0	0	0	0	0	0	0	0	0	0
Physician													
Physician Line	135	114	101	76	152	128	172	240	117	163	114	123	1619
Physician Chart reviews	745	992	0	0	932	996	1099	0	118	42	30	39	4993
Physician Emergency encounters	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-level Line	163	136	166	199	196	148	137	113	128	218	207	190	2001
Mid-level Chart reviews	0	0	0	0	0	0	0	0	0	0	0	0	0
Emergency encounters	4	1	2	1	1	2	1	1	0	2	2	3	20
Dental													
Dental Screenings	122	32	72	22	61	104	62	68	37	38	54	47	719
Dental Exams	155	126	134	106	153	170	159	134	93	154	130	133	1647
Dental Treatment Plans	122	64	98	82	124	106	125	92	93	100	93	102	1201
Dental Procedures	69	58	65	28	67	50	64	61	46	81	68	46	703
Dental X-rays	74	70	63	44	105	90	68	84	64	94	63	98	917
Mental Health													
Axis One Diagnoses	40	34	55	43	49	53	43	45	39	46	45	44	536
Psychiatrist Line	104	107	144	109	118	131	98	118	102	94	138	105	1368
Psychiatrist Chart Review	95	87	149	160	165	141	146	163	120	100	100	100	1526
Mental Health worker encounters	392	386	338	328	433	443	374	373	289	290	138	225	4009
Mental Health Chart Review	0	0	0	0	0	0	0	0	0	0	0	0	0
On Site													
Emergency Room referrals	5	5	7	6	6	10	6	14	8	3	12	7	89
Hospital Admissions	2	2	2	2	4	5	2	4	5	2	4	5	39
Clinic/Outpatient referrals	18	23	15	2	17	15	16	25	16	32	23	29	229
Procedures (outpatient surgery, etc.)	0	0	0	1	0	0	0	0	1	0	0	1	3

Chronic Disease													
Hypertension/CAD	67	50	68	76	91	75	75	77	69	82	86	68	884
Diabetes	25	31	17	20	21	13	13	12	15	15	19	15	216
Asthma/Pulmonary	28	6	28	25	29	24	22	19	21	25	23	18	268
Seizures	20	11	9	19	10	8	8	11	15	6	9	9	135
HIV	3	1	6	2	3	2	3	4	3	5	3	3	38
TB	19	14	22	11	19	14	16	15	11	16	8	12	177
Hepatitis	22	18	17	11	13	7	12	19	10	11	10	16	166
Hyperlipidemia	4	6	8	8	6	12	4	8	9	8	15	7	95
Other/ Special Needs	25	20	11	11	35	17	16	6	10	12	20	16	199

Medical Statistical Summary

Facility Name: **COLLIN COUNTY**
 Submitted by: **Wanda / Tonle**

Year: **2012**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Significant Events													
Deaths- Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Unexpected	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Medically Expected	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Due to Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Suicide Watches	20	37	22	28	49	43	33	41	44	30	36	30	413
Attempted Suicides	1	1	0	0	1	0	0	0	2	0	1	1	7
# successful	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Mental Health Watches	29	47	33	37	58	45	41	46	51	40	36	33	496
Admitted to Observation/Infirmary	37	25	23	30	30	47	39	35	39	28	34	25	392
Medical Grievances - Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Founded - Access to Health Care	0	0	0	0	0	0	0	0	0	0	0	0	0
Founded - Quality of Health Care	0	0	0	0	0	0	0	0	0	0	0	0	0
On-site Injuries													
Inmates	7	0	2	4	0	4	5	5	2	2	2	3	36
Staff	0	0	0	1	0	0	0	2	2	0	0	0	5
Infectious Diseases													
Tuberculosis													
PPD placed	1159	1226	1264	1172	1289	1181	1244	1256	1115	1150	1134	1024	14214
# +PPD	14	18	11	10	8	13	10	15	26	20	9	16	170
# CXR for +PPD	36	39	23	22	32	15	33	30	38	43	22	31	364
# +CXR	0	0	0	0	0	0	0	0	0	0	0	0	0
# +Conversions	0	0	0	0	0	0	0	0	0	0	0	0	0
Active TB	0	0	0	0	0	0	0	0	0	0	0	0	0
# on INH	11	13	15	10	5	7	12	9	5	7	6	9	109
HIV													
# tests	34	28	26	27	36	29	31	24	27	40	24	24	350
# + (new)	1	1	1	0	1	0	0	0	0	0	0	0	4
Hepatitis A Virus													
# tests	0	0	0	0	0	0	0	0	0	0	0	0	0
# + (acute)	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis B Virus													
# tests	1	0	0	0	0	0	0	0	0	0	0	0	1
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis C Virus													
# tests	32	27	24	25	35	27	24	21	27	28	21	22	313
# +	5	2	1	0	1	1	2	1	0	0	0	2	15
MSRA	0	1	0	0	0	0	0	0	0	0	0	0	1
Sexually Transmitted Diseases													
Gonorrhea													
# tests	2	2	1	1	6	5	3	3	7	4	2	3	39
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
Chlamydia													
# tests	2	2	1	1	6	5	3	3	7	4	2	3	39
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
Syphilis													
# tests	33	26	24	24	36	27	27	21	25	31	25	23	322
# +	0	0	0	0	0	0	1	0	0	0	0	0	1

Medical Statistical Summary

Facility Name: **COLLIN COUNTY**
 Submitted by: **Wanda / Tonie**

Year: **2012**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
# Inmates on Medication-medical	287	262	286	283	294	312	305	347	371	347	356	338	
# Prescriptions	688	642	679	536	675	654	764	688	966	678	1039	962	8751
# Inmates on Medication:psych	92	79	82	69	99	167	95	110	110	92	97	91	1173
# Prescriptions	169	153	155	116	192	88	256	171	168	124	155	190	1937
# Non-formulary requests	14	17	13	17	19	43	32	36	23	20	29	24	287
# approved	13	17	13	17	19	40	30	35	23	18	29	23	277
# Therapeutic Diets													
Hypertension	6	0	0	0	0	0	0	0	0	0	0	0	6
Diabetic	23	26	25	25	27	21	18	16	18	15	19	15	248
Cardiac	0	0	0	0	0	0	0	0	0	0	0	0	0
Renal	0	0	0	0	0	0	0	0	0	0	0	0	0
Pregnancy	12	13	7	4	7	11	15	7	8	11	12	8	115

EXHIBIT “F”

**DETENTION CENTER AND MINIMUM
SECURITY NATIONAL COMMISSION ON
CORRECTIONAL HEALTH CARE (NCCHC)
ACCREDITATION REPORT**



1145 W. Diversey
Parkway
Chicago, IL 60614
(773) 880-1460 phone
(773) 880-2424 fax
ncchc@ncchc.org
www.ncchc.org

November 17, 2010

Sheriff Terry Box
Collin County Detention Facility
4300 Community Boulevard
McKinney, TX 75070

Dear Sheriff Box,

Congratulations! The Accreditation Committee of the National Commission on Correctional Health Care (NCCHC), upon receipt of further documentation, voted to continue to accredit Collin County Detention Facility for its compliance with NCCHC's *Standards for Health Services in Jails*. Enclosed are the accreditation report and Certificate of Accreditation.

NCCHC congratulates you on your achievement and wishes you continued success in the future. It is anticipated that the next scheduled on-site survey of the facility will occur sometime before June 1, 2013. If we can be of assistance to you, please feel free to call us at any time.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Snow".

Jennifer E. Snow, MPH, CCHP
Director of Accreditation
Enclosures

CC: Edward A. Harrison, NCCHC President
Victor Hutchinson



National Commission
on Correctional Health Care

ACCREDITATION REPORT OF
THE HEALTH CARE SERVICES AT
Collin County Detention Facility
McKinney, Texas

November 12, 2010

National Commission on Correctional Health Care
1145 W. Diversey Pkwy.
Chicago, IL 60614-1318
(703) 880-1460

Collin County Detention Facility, TX
November 12, 2010
UPDATE REPORT

The National Commission on Correctional Health Care is dedicated to improving the quality of correctional health services and helping correctional facilities provide effective and efficient care. NCCHC grew out of a program begun at the American Medical Association in the 1970s. The standards are NCCHC's recommended requirements for the proper management of a correctional health services delivery system. These standards have helped correctional facilities improve the health of their inmates and the communities to which they return, increase the efficiency of their health services delivery, strengthen their organizational effectiveness, and reduce their risk of adverse patient outcomes and legal judgments.

The Collin County Detention Facility was surveyed under the NCCHC *2008 Standards for Health Services in Jails* on March 8-9, 2010. On June 25, 2010, NCCHC granted continuing accreditation with verification (CAV). Subsequently, the RHA has submitted corrective action, which brought the facility into compliance with applicable essential and important standards. This report focuses primarily on issues that required corrective action for compliance with the standards and is most effective when read in conjunction with NCCHC's June 25, 2010 report.

There are 35 essential standards; 35 are applicable to this facility and 35 (100%) were found to be in compliance. One hundred percent of the applicable essential standards must be met. *The Collin County Detention Facility has now met this condition.*

Essential Standards Not in Compliance

None

Essential Standards Not Applicable

None

There are 32 important standards; 31 are applicable to this facility and 31 (100%) were found to be in compliance. Eighty-five percent or more of the applicable important standards must be met. *The Collin County Detention Facility has met this condition.*

Important Standards Not in Compliance

None

Important Standard Not Applicable

J-C-08 Health Care Liaison

We commend the facility staff for their professional conduct in coming into compliance with NCCHC's *Standards for Health Services in Jails*. The Collin County Detention Facility is awarded accreditation.

Collin County Detention Facility, TX
Update Report
November 12, 2010

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J-D-01 Pharmaceutical Operations (E). Pharmaceutical services, which are provided by a national company and a local pharmacy, are sufficient to meet the needs of the inmates. The medication storage area is a large room that is very organized and under the control of either the HSA, physician assistant, or DON. Medication is stored in stock bottles, blister packs, and individual inmate bottles. While a formulary is in place, providers may order off-formulary if necessary. Inmates who have personal medication (not in the formulary) may have their medication brought in by family members. All medication was stored under proper conditions and we found no outdated medications.

However, there is no pharmacist is on site and there were only three documented pharmacy inspections. The standard is not met.

Corrective action is required for Compliance Indicator #10 When there is no staff pharmacist, a consulting pharmacist should be used to document inspections and consultations *not less than quarterly*. Acceptable documentation includes a copy of the consulting pharmacist's most recent on-site review of the pharmaceutical practices in the jail and a plan of action by the RHA to ensure that inspections are conducted on a quarterly basis. In order to receive accreditation, verification that this standard has been is required.

In August 2010, the RHA submitted a copy of the July 2010 pharmacy inspection conducted by a pharmacist representative of the contracted pharmacy service; the next inspection is scheduled to occur on October 15, 2010. **The standard is now met.**

J-E-04 Initial Health Assessment (E). The RHA has implemented the full population health assessment. By policy, health assessments are completed by an RN, physician assistant, or physician (the responsible physician reviews the findings of the physician assistant and RN). The assessment addresses all the elements required by the standard.

However, of 19 medical records, health assessments were late in 11 cases (by up to several months) and not completed in two. The standard is not met.

Corrective action is required for Compliance Indicator #1 All inmates should receive an initial health assessment as soon as possible, but no later than 14 calendar days after admission to the facility, to ensure that individuals with serious medical or mental health needs are identified. Deterioration in their level of functioning may be prevented and necessary treatment can be given in a timely fashion if these inmates are identified quickly. Documentation of corrective action is required in order to verify that initial health assessments are conducted in this 14-day time frame. Acceptable documentation includes a copy of a CQI process study assessing the process by which health assessments are conducted. In order to receive accreditation, verification that this standard has been met is required.

In August 2010, the RHA submitted verification of CQI monitoring activities for this standard for the months of April, May and June 2010; the health assessments were completed in a timely fashion according to the collected data. Copies of logs and health assessment examinations were also included. **The standard is now met.**

Collin County Detention Facility, TX
Update Report
November 12, 2010

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J-E-05 Mental Health Screening and Evaluation (I). A brief mental health screening is completed by both the EMT and the nurse assigned to intake during the intake process. Any positive responses are immediately referred to the mental health counselors. Otherwise, the mental health screening is completed by either the RN or the physician during the health assessment. The mental health screening form addresses all the inquiries as described in the standard.

Because inmates are to receive a mental health screening during the health assessment, many of these screenings were delayed or not completed. The standard is not met.

Corrective action is required for Compliance Indicator #1 The initial mental health screening must be conducted within 14 days of admission to ensure that individuals with serious mental health needs are identified. Deterioration in their level of functioning may be prevented and necessary treatment can be given in a timely fashion if these inmates are identified quickly. Documentation of corrective action is required in order to verify that mental health screenings are being conducted and that they are done in this 14-day time frame. Acceptable documentation includes: (a) a copy of a CQI process study assessing the process by which mental health is screened and evaluated at this facility; or (b) a 30-day log including inmate number, date of admission, date of completed mental health screening, and initials of RN. Corrective action is required in order to meet this standard.

In August 2010, the RHA submitted verification of CQI monitoring activities for the mental health screening and evaluation for the period May through July 2010. Timely mental health assessments were recorded. ***The standard is now met.***

J-E-06 Oral Care (E). Oral hygiene instructions are given at the time of the oral screening. A review of records of inmates incarcerated for over a year confirmed that the oral examination by a dentist had been provided. There is a system of established priorities for oral treatment; the average wait to see a dentist is approximately two-and-a-half weeks. Inmates have immediate access for urgent or painful conditions.

The RN or physician completes the oral screening at the same time as the health assessment. Consequently, since the reviewed records indicated that the health assessments were often late, so were the oral screenings. The standard is not met.

Corrective action is required for Compliance Indicator #1 Oral screening is to be conducted by the dentist or qualified health care professionals trained by the dentist within 14 days of admission. Documentation of corrective action is required in order to verify that oral screenings are being conducted in the 14-day time frame. The following should be submitted to NCCHC: a copy of a CQI process study assessing the process by which oral screenings are conducted and their timeliness. In order to receive accreditation, verification that this standard has been met is required.

In August 2010, the RHA submitted verification of CQI monitoring activities for April through June 2010; timely oral screenings were verified. ***The standard is now met.***

Collin County Detention Facility, TX
Update Report
November 12, 2010

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J-E-11 Nursing Assessment Protocols (I). Nursing assessment protocols are utilized. The physician and nursing administrator review them annually. Protocol training is part of the nurses' orientation; annual training is documented thereafter.

During the survey, we determined that nurses will administer insulin upon intake if the inmate's blood sugar is elevated, according to a sliding scale, without contacting the physician or physician assistant. The standing orders are then signed the next day when the physician or physician assistant is in the building. The standard is not met.

Corrective action is required for Compliance Indicator #3 Standing orders may only be used for preventive medicine practices. The standard allows for prescription medications to be used only for emergency life-threatening situations (e.g., nitroglycerine, epinephrine), with a subsequent provider's order. A revised protocol signed by the responsible physician is required. Corrective action is required in order to meet this standard.

In August 2010, the RHA submitted a revised protocol signed by the chief medical officer, meeting minutes documenting discussion of proper nursing protocol procedures, nurses' sign-in sheets, and signed acknowledgements of understanding on a variety of topics, including clinical protocols, for the nursing staff. According to the meeting minutes, if the count is over 400 for a patient with diabetes, nurses are to call the doctor immediately for orders. ***The standard is now met.***

J-F-02 Medical Diets (I). At the time of the survey, approximately 67 medical diets were being prepared for patients with specific dietary needs.

However, a consulting dietitian reviews the menus annually. The standard is not met.

Corrective action is required for Compliance Indicator #2 A registered or licensed dietitian should review medical diets for nutritional adequacy *at least every six months*, and whenever a substantial change in the menu is made, through a documented on-site visit or by written consultation. The following is acceptable documentation for compliance: (a) a copy of written documentation/consultation that includes the date, signature, and title of the consulting dietitian; or (b) a copy of the most recently dietitian approved and signed medical diet menu. Corrective action is required in order to meet this standard.

In August 2010, the RHA submitted a signed statement from the registered dietitian confirming a review of the diet menus in May 2010 and an agreement to continue semi-annual reviews. ***The standard is now met.***



**National Commission
on Correctional Health Care**

**ACCREDITATION REPORT OF
THE HEALTH CARE SERVICES AT
Collin County Detention Facility
McKinney, Texas**

June 25, 2010

**National Commission on Correctional Health Care
1145 W. Diversy Parkway
Chicago, IL 60614-1312
(703) 880-1460**



1146 W. Diversy
Parkway
Chicago, IL 60614
(773) 850-1480 phone
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June 29, 2010

Sheriff Terry Box
Collin County Detention Facility
4300 Community Boulevard
McKinney, TX 75070

Dear Sheriff Box,

The Accreditation Committee of the National Commission on Correctional Health Care (NCCHC) met on June 25, 2010 to review the findings from a recent site survey and to consider the accreditation status of Collin County Detention Facility. The Committee voted to continue the accreditation of your facility with the following qualification: that compliance be demonstrated with all of the Essential standards and at least 85% of the applicable Important standards. Compliance should be documented in a report and submitted to NCCHC by September 17, 2010. Enclosed is the accreditation report for your facility, listing cited standards and recommendations for achieving compliance.

The Committee acknowledged the facility's significant level of compliance with a number of NCCHC standards. However, in order to maintain your accreditation, it is important that you address the cited standards in a timely manner.

Following receipt of documentation and verification of compliance, a Certificate of Accreditation will be sent to you indicating your facility's accreditation status. Please let us know if we can be of any assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer E. Kistler".

Jennifer E. Kistler, MPH, CCHP
Director of Accreditation
Enclosures

CC: Edward A. Harrison, NCCHC President
Victor Hutchinson

**Collin County Detention Facility, TX
June 25, 2010**

The National Commission on Correctional Health Care is dedicated to improving the quality of correctional health services and helping correctional facilities provide effective and efficient care. NCCHC grew out of a program begun at the American Medical Association in the 1970s. The standards are NCCHC's recommended requirements for the proper management of a correctional health services delivery system. These standards have helped correctional facilities improve the health of their inmates and the communities to which they return, increase the efficiency of their health services delivery, strengthen their organizational effectiveness, and reduce their risk of adverse patient outcomes and legal judgments.

On March 8-9, 2010, NCCHC conducted its review for continued accreditation of this facility. We commend the facility staff for their professional conduct, assistance, and candor during the course of our review. The NCCHC's team of experienced certified correctional health professionals utilized NCCHC's 2008 *Standards for Health Services in Jails* as the basis of its health services analysis. This report focuses primarily on issues in need of correction or enhancement. It is most effective when read in conjunction with the Standards manual.

There are 35 essential standards, 35 are applicable to this facility and 32 (91%) were found to be in compliance. One hundred percent of the applicable essential standards must be met. Our findings include:

Essential Standards Not in Compliance

J-D-01	Pharmaceutical Operations
J-E-04	Initial Health Assessment
J-E-06	Oral Care

Essential Standards Not Applicable

None

There are 32 important standards, 31 are applicable to this facility and 28 (90%) were found to be in compliance. Eighty-five percent or more of the applicable important standards must be met. Our findings include:

Important Standards Not in Compliance

J-E-05	Mental Health Screening and Evaluation
J-E-11	Nursing Assessment Protocols
J-F-02	Medical Diets

Important Standard Not Applicable

J-C-08	Health Care Liaison
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Decision: On June 25, 2010, NCCHC's Accreditation Committee awarded the facility Continuing Accreditation with Verification (CAV), *contingent* upon receiving requested compliance verification by September 17, 2010.

**Collin County Detention Facility, TX
June 25, 2010**

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I. Facility Profile

Type of Facility:	Jail
Total Admissions:	18,834
Design-rated capacity:	1,208
Average daily population:	798
Average daily intake:	51
Satellites:	1
Satellite average daily population:	121

Description of Facility

Constructed in 1994, this facility is located in a large southwestern state. The complex is located on 45 acres. It comprises the adult main jail and satellite, a juvenile facility, the county maintenance department, and the sheriff's division. The facility, which operates in the direct supervision style of management, is exceptionally clean and well-maintained.

The main building houses inmates classified as maximum through minimum status. It is of a multiple-story design with four cluster housing units, each containing four pods. Cluster 4 is dormitory-style housing. Each cluster consists of a two-tier housing unit. Each unit is equipped with a large day space, an outdoor recreation area, rooms designated for interviews or group meetings, a visiting area, and a large examination room for medical care. The lower level of the facility encompasses the intake area where receiving screening takes place. On the main floor, the central corridor includes the kitchen, laundry, warehouse, and medical and administrative areas. There is also a law library and courtroom for video arraignments.

Special programs include an in-house substance treatment program, as well as a large number of volunteer-based programs (religious-based, adult literacy, and GED preparation).

The minimum security facility is located a half-mile away and consists of four, two-tiered pods with dormitory-style housing. Two cells are adjacent to the officer's station for temporary confinement where the inmate can be housed until he or she can be transferred to the main building. An additional classroom is used for instruction and Alcoholics Anonymous meetings. The building also contains a kitchen and laundry.

A total of 152 correctional officers (COs) are scheduled on duty during three work shifts. There are 82 scheduled on the day shift, 47 on the evening shift, and 43 on the night shift.

Inmate Population Characteristics

On the day of the survey, there were 888 inmates (778 males, 109 females, and one male juvenile). Of these, 784 were housed in the main jail and 104 were at the satellite.

Facility's Health Services

Health services have been provided by a contracted medical vendor since 2009.

Collin County Detention Facility, TX
June 25, 2010

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Staffing

Health staff are on site 24 hours a day, seven days a week. At the time of the survey, there were 36 full-time staff, several part-time staff, and six vacancies.

II. Survey Method

The on-site survey consisted of touring the clinic area, inmate housing areas, and segregation. Documents reviewed included 42 health records, policies and procedures, provider licenses, administrative, health staff, and continuous quality improvement (CQI) meeting minutes, job descriptions, statistical and environmental inspection reports, and health services personnel and CQI training records. Interviews were conducted on a structured and confidential basis. Those interviewed included the jail administrator, responsible physician, health services administrator (HSA), director of nursing (DON), physician assistant (PA), psychiatrist, pharmacy nurse, EMT, dental, food services supervisor, four licensed practical nurses (LPNs), 4 COs, and 11 randomly selected inmates.

III. Survey Findings and Comments

A. GOVERNANCE AND ADMINISTRATION

The standards in this section address the foundation of a functioning correctional health services system and the interactions between custody and health services authorities. Any model of organization is considered valid, provided the outcome is an integrated system of health care in which medical orders are carried out and documented appropriately and the results are monitored as indicated. Policies and procedures are to include site-specific operating guidelines.

Standard Specific Findings

J-A-01 Access to Care (E). Inmates have access to health care. Patients are seen by a qualified clinician and receive care in a timely manner as ordered for their serious medical, mental health, and dental needs. Inmates are assessed \$10.00 for nursing services, \$15.00 for physician and dental services, and \$3.00 for prescriptions. Mental health care is exempt from the policy. All inmates receive care regardless of ability to pay. The standard is met.

J-A-02 Responsible Health Authority (E). The responsible health authority (RHA) is the correctional health care contractor, whose on-site representative is the HSA. She is on site full time. Clinical judgments rest with a designated responsible physician, who is also on site full time. The standard is met.

J-A-03 Medical Autonomy (E). Qualified health care professionals make decisions regarding inmates' serious medical, dental, and mental health needs in the inmates' best interests. We noted excellent cooperation between custody and medical staff. Administrative decisions (such as utilization review) are coordinated, if necessary, with clinical needs so that patient care is not jeopardized. The standard is met.

J-A-04 Administrative Meetings and Reports (E). The chief and HSA meet monthly to discuss administrative matters. The physician, psychiatrist, physician assistant, dentist, kitchen supervisor, detention supervisors, and the administrative assistant also attend. Health staff

Collin County Detention Facility, TX
June 25, 2010

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meet monthly to discuss health services operations. Attendees include the HSA, nursing staff, EMT, and PA. The standard is met.

J-A-05 Policies and Procedures (E). The health services policy manual is site-specific. The RHA, responsible physician, DON, regional director, and jail services administrator last reviewed it between July and October 2009. The standard is met.

J-A-06 Continuous Quality Improvement Program (E). A comprehensive CQI program is in place. It monitors major aspects of health care through a multidisciplinary committee that meets at least quarterly. The membership includes the responsible physician, HSA, physician assistant, and mental health and security staff representatives. Two process studies were completed (medication errors and TB screening and treatment). Multiple outcome studies were completed on topics that included chronic care for diabetic and HIV patients. The responsible physician is actively involved in the CQI program, which includes identifying thresholds, interpreting data, and problem solving. An annual review had been completed in 2008; the 2009 review was underway and expected to be completed after the survey. The standard is met.

J-A-07 Emergency Response Plan (E). Two disaster drills were held in November 2009, one in December 2009, and one in January 2010. All three shifts were covered, as well as the main and satellite facilities. Each drill included multiple staff and inmate injuries (including burns), and simulated deaths. The results were critiqued and shared with all health staff. Man-down drills were held on all three shifts. The results were also shared with all health staff. The standard is met.

J-A-08 Communication on Patients' Health Needs (E). Communication between designated correctional and health services staff with regard to inmates' special health needs occurs in several ways: weekly informal meetings amongst the jail administration to discuss special needs inmates, and through a special possession authorization form for specific devices including special medical recommendations. The standard is met.

J-A-09 Privacy of Care (I). Health care encounters are conducted in auditory and visual privacy. Each housing cluster has separate examination rooms. Private rooms are available in which to conduct mental health interviews. Interviews with both staff and inmates revealed no problems related to privacy. The standard is met.

J-A-10 Procedure in the Event of an Inmate Death (I). Since the last survey, there have been three inmate deaths. Two occurred in 2007 (under a previous health care contract provider) and one in 2009. All were the result of a suicide by hanging. We were unable to review the complete records for the deaths that occurred under the previous contractor. The most recent death had documentation of mortality and administrative reviews and a psychological autopsy, which were completed within 30 days. It was decided that if the inmate is withdrawing from a substance, he would be placed on a medical watch after the suicide watch was discontinued. All information was shared with treatment staff. The standard is met.

J-A-11 Grievance Mechanism for Health Complaints (I). The health-related grievance program is integrated with the formal grievance program. On average, 35 to 45 health-related grievances are filed per month. We found that many of these grievances concerned co-pay issues, were requests for various items, or were complaints regarding policy issues rather than

Collin County Detention Facility, TX
June 25, 2010

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health care-related grievances. All grievances were answered within the time frame required by the facility policy. The standard is met.

B. MANAGING A SAFE AND HEALTHY ENVIRONMENT

The standards in this section address the importance of preventative monitoring of the physical plant. Health staff has a crucial role in identifying issues that could have a negative impact on the health and safety of facility staff and the inmate population if left unaddressed.

Standard Specific Findings

J-B-01 Infection Control Program (E). Infection control matters are addressed at the medical administrative committee, CQI, and health staff meetings. Inmates with communicable diseases can be treated in the on-site medical isolation rooms. Effective ectoparasite control procedures are used to treat infected inmates. Areas in which health services are provided are inspected monthly for environmental concerns. A medical waste handler has been contracted to remove biohazardous wastes. A nurse who is responsible for infection control comes on site weekly and files all forms reportable to the health department. The standard is met.

J-B-02 Patient Safety (I). Various safety devices are available to protect staff. Staff are encouraged to report any potential near-miss clinical events and report any errors, which are reviewed in a nonpunitive environment. The standard is met.

J-B-03 Staff Safety (I). Health staff appear to work under safe and sanitary conditions. The facility is quite clean and well maintained. Equipment is checked regularly. The infection control nurse is responsible for environmental inspections. The standard is met.

J-B-04 Federal Sexual Assault Reporting Regulations (I). The administrator described the facility as compliant with the 2003 Federal Prison Rape Elimination Act. The standard is met.

J-B-05 Procedure In The Event of a Sexual Assault (I). Victims of sexual assault are referred to a community facility for treatment and evidence collection. Policy states that the inmate would be referred to mental health services when he or she returns from the hospital and placed in an area away from the assailant. The standard is met.

C. PERSONNEL AND TRAINING

The standards in this section address the need for a staffing plan adequate to meet the needs of the inmate population, and appropriately trained and credentialed health staff. Correctional officers are to have a minimum amount of health-related training in order to step in during an emergency, if health staff is not immediately available.

Standard Specific Findings

J-C-01 Credentialing (E). Health care personnel who provide services to inmates have current licenses and other appropriate credentials on file. The credentialing process includes inquiry regarding sanctions or disciplinary actions of state boards, employers, and the National Practitioner Data Bank. The standard is met.

Collin County Detention Facility, TX
June 25, 2010

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J-C-02 Clinical Performance Enhancement (I). The clinical performance of the primary care providers is reviewed annually and the reviews are shared with the clinicians. The standard is met.

J-C-03 Professional Development (E). We confirmed that qualified health care professionals have the required number of continuing education credits, all are current in cardiopulmonary resuscitation (CPR) training. All staff are required to complete 40 hours of in-service training. The standard is met.

J-C-04 Health Training for Correctional Officers (E). Correctional staff have the required training in health-related topics and more than 75 percent are current in CPR training. The standard is met.

J-C-05 Medication Administration Training (E). Nurses administer medications. Training is part of the orientation process and is repeated annually thereafter. This training is mandatory and is documented in the training record of each health staff employee. The standard is met.

J-C-06 Inmate Workers (E). Inmate workers are employed to clean the health services area, but do not provide patient care. Health staff approve all inmates prior to placing them on any work detail. The standard is met.

J-C-07 Staffing (I). Full-time equivalent health staff includes:

Health Services Administrator	1.0
Medical Director	1.0
PA	1.0
DCN	1.0
RN	5.0
RN (pm)	1.0
LPN	18.0
LPN (pm)	5.0
EMT	4.0
EMT (pm)	1.0
Psychiatrist	0.4
Mental Health Counselors	2.0
Dentist	0.8
Dental Assistant	0.8
Medical Records Staff	1.0
Administrative Assistant	1.0

At the time of the survey, there were two vacancies: medical records staff (1.0 FTE) and LPN (5.0 FTE). Medical and mental health services are under the same contract provider and work well together. The standard is met.

J-C-08 Health Care Liaison (I). Health staff are on site 24 hours a day, seven days a week. The standard is not applicable.

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J-D-09 Orientation for Health Staff (I). We confirmed that health staff have received the appropriate orientation, which is documented in the employee's personnel file. The standard is met.

D. HEALTH CARE SERVICES AND SUPPORT

The standards in this section address the manner in which health services are delivered—the adequacy of space, the availability and adequacy of materials, and, when necessary, documented agreements with community providers for health services.

Standard Specific Findings

J-D-01 Pharmaceutical Operations (E). Pharmaceutical services, which are provided by a national company and a local pharmacy, are sufficient to meet the needs of the inmates. The medication storage area is a large room that is very organized and under the control of either the HSA, physician assistant, or DON. Medication is stored in stock bottles, blister packs, and individual inmate bottles. While a formulary is in place, providers may order off-formulary if necessary. Inmates who have personal medication (not in the formulary) may have their medication brought in by family members. All medication was stored under proper conditions and we found no outdated medications.

However, there is no pharmacist is on site and there were only three documented pharmacy inspections. The standard is not met.

Corrective action is required for Compliance Indicator #10. When there is no staff pharmacist, a consulting pharmacist should be used to document inspections and consultations, not less than quarterly. Acceptable documentation includes a copy of the consulting pharmacist's most recent on-site review of the pharmaceutical practices in the jail and a plan of action by the RHA to ensure that inspections are conducted on a quarterly basis. In order to receive accreditation, verification that this standard has been is required.

J-D-02 Medication Services (E). The responsible physician determines the prescriptive practices at the facility. When an inmate enters the facility on a prescription medication, health staff contact either the community provider or the pharmacy. This process allows the physician to continue the medication or an acceptable alternate medication in a timely manner. No keep-on-person (KOP) medication program is in place. The standard is met.

J-D-03 Clinic Space, Equipment, and Supplies (I). The main clinic area includes a treatment room, x-ray area, medical records storage, pharmacy, office space, and dental services space. A large inmate waiting area is available, and we noted sufficient private interview rooms. Each cluster also has a fully equipped medical room that provides health staff with access to the inmates housed in that cluster. Each unit also has a computer terminal in order to access the inmate's medical record. The satellite has a separate medical unit, as well as an additional medical room in intake. Sharps counts were documented in all areas; we confirmed their accuracy. We also noted adequate supplies and equipment. The standard is met.

J-D-04 Diagnostic Services (I). Space is available for diagnostic services, which are provided in either the various medical areas in the clusters or in the medical units in the main jail or

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satellite. Diagnostic service materials include those for stool blood testing, finger-stick blood glucose, peak flow readings, multiple-test dipstick urinalysis, and pregnancy testing. External laboratory and radiology companies have been contracted for services. The standard is met.

J-D-05 Hospital and Specialty Care (I). Arrangements with a local hospital for inpatient medical and specialized medical outpatient care are documented by an agreement between the county and the hospital. The standard is met.

E. INMATE CARE AND TREATMENT

The standards in this section address the core of a health services program; that all inmates have access to health services, how they are to request emergency and non-emergency care, that health histories are obtained, that assessments and care can be demonstrated to be provided in a timely fashion, and that discharge planning is considered. In short, health care for the inmates is to be consistent with current community standards of care.

Standard Specific Findings

J-E-01 Information on Health Services (E). Upon arrival, inmates are given written and verbal instructions (including in English and Spanish) on health care access, the fee-for-service policy, and the health-related grievance procedures. A TTY and language line are available to assist the hearing impaired and those who speak other languages. The standard is met.

J-E-02 Receiving Screening (E). New admissions arrive directly from the community. An EMT completes an immediate triage to determine if the inmate is fit to be accepted. All positive findings are referred immediately to the nurse in the intake medical area. A nurse completes the receiving screening, which includes all the appropriate questions. At this time, the nurse will also verify medications the inmate reports taking. By policy, the screening is to occur as soon as possible. One inmate in a holding cell was determined to be intoxicated by the EMT and had not been evaluated by the health staff for 10 hours. The RHA is reminded to ensure that persons who are urgently in need of medical attention are referred for care. The standard is met.

J-E-03 Transfer Screening (E). This is primarily an intake facility. Policy indicates that if an inmate were to be transferred, the health staff will review the record within 12 hours. The standard is met.

J-E-04 Initial Health Assessment (E). The RHA has implemented the full population health assessment. By policy, health assessments are completed by an RN, physician assistant, or physician (the responsible physician reviews the findings of the physician assistant and RN). The assessment addresses all the elements required by the standard.

However, of 10 medical records, health assessments were late in 11 cases (by up to several months) and not completed in two. The standard is not met.

Corrective action is required for Compliance Indicator #1. All inmates should receive an initial health assessment as soon as possible, but no later than 14 calendar days after admission to the facility, to ensure that individuals with serious medical or mental health needs are identified. Deterioration in their level of functioning may be prevented and

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necessary treatment can be given in a timely fashion if these inmates are identified quickly. Documentation of corrective action is required in order to verify that initial health assessments are conducted in this 14-day time frame. Acceptable documentation includes a copy of a CQI process study assessing the process by which health assessments are conducted. In order to receive accreditation, verification that this standard has been met is required.

J-E-05 Mental Health Screening and Evaluation (I). A brief mental health screening is completed by both the EMT and the nurse assigned to intake during the intake process. Any positive responses are immediately referred to the mental health counselors. Otherwise, the mental health screening is completed by either the RN or the physician during the health assessment. The mental health screening form addresses all the inquiries as described in the standard.

Because inmates are to receive a mental health screening during the health assessment, many of these screenings were delayed or not completed. The standard is not met.

Corrective action is required for Compliance Indicator #1 The initial mental health screening must be conducted within 14 days of admission to ensure that individuals with serious mental health needs are identified. Deterioration in their level of functioning may be prevented and necessary treatment can be given in a timely fashion if these inmates are identified quickly. Documentation of corrective action is required in order to verify that mental health screenings are being conducted and that they are done in this 14-day time frame. Acceptable documentation includes: (a) a copy of a CQI process study assessing the process by which mental health is screened and evaluated at this facility, or (b) a 30-day log including inmate number, date of admission, date of completed mental health screening, and initials of RN. Corrective action is required in order to meet this standard.

J-E-06 Oral Care (E). Oral hygiene instructions are given at the time of the oral screening. A review of records of inmates incarcerated for over a year confirmed that the oral examination by a dentist had been provided. There is a system of established priorities for oral treatment; the average wait to see a dentist is approximately two-and-a-half weeks. Inmates have immediate access for urgent or painful conditions.

The RN or physician completes the oral screening at the same time as the health assessment. Consequently, since the reviewed records indicated that the health assessments were often late, so were the oral screenings. The standard is not met.

Corrective action is required for Compliance Indicator #1 Oral screening is to be conducted by the dentist or qualified health care professionals trained by the dentist within 14 days of admission. Documentation of corrective action is required in order to verify that oral screenings are being conducted in the 14-day time frame. The following should be submitted to NCCHC: a copy of a CQI process study assessing the process by which oral screenings are conducted and their timeliness. In order to receive accreditation, verification that this standard has been met is required.

J-E-07 Nonemergency Health Care Requests and Services (E). Inmates sign up for sick call by placing a request slip in the designated boxes in the various housing units. Nurses

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retrieve the slips several times a day and triage them for emergent care needs. A nurse comes to the medical room in each cluster and sees the inmates within 24 hours. When a provider visit (physician, mid-level, mental health, dental, or specialty staff) is necessary, clinical need dictates timing.

During the site survey, we learned that segregated inmates place their requests in their cell door to be retrieved by security staff, who then place the requests in the designated locked health box. The standard is met.

J-E-08 Emergency Services (E). The RHA provides 24-hour emergency medical, mental health, and dental services. Emergency drugs, supplies, and medical equipment are regularly maintained. Emergency transport via an emergency vehicle is readily available. The local emergency room is located nearby. The standard is met.

J-E-09 Segregated Inmates (I). Conditions of segregation at this facility (NCHC's category 2b) require health rounds at least three times a week. This is the practice, and the rounds are documented in the electronic medical record. Upon notification that an inmate has been placed in segregation, qualified health care professionals review the inmate's health record to determine whether there are any contraindications. The standard is met.

J-E-10 Patient Escort (I). Inmates are escorted to on- and off-site clinical appointments in a timely manner. All appointments are traced and missed outside appointments are rescheduled. The standard is met.

J-E-11 Nursing Assessment Protocols (I). Nursing assessment protocols are utilized. The physician and nursing administrator review them annually. Protocol training is part of the nurses' orientation, annual training is documented thereafter.

During the survey, we determined that nurses will administer insulin upon intake if the inmate's blood sugar is elevated, according to a sliding scale, without contacting the physician or physician assistant. The standing orders are then signed the next day when the physician or physician assistant is in the building. The standard is not met.

Corrective action is required for Compliance Indicator #3. Standing orders may only be used for preventive medicine practices. The standard allows for prescription medications to be used only for emergency life-threatening situations (e.g., nitroglycerine, epinephrine), with a subsequent provider's order. A revised protocol signed by the responsible physician is required. Corrective action is required in order to meet this standard.

J-E-12 Continuity of Care During Incarceration (E). We confirmed that continuity of care is appropriate. Record review indicated that inmates receive treatment and diagnostic tests as ordered. When an inmate returns from the emergency room or hospitalization, he or she is placed in the infirmary to be checked by the physician. Individual treatment plans guide treatment for episodes of illness and include the appropriate elements. The responsible physician determines the frequency of periodic health assessments on the basis of protocols promulgated by the corporate contract medical provider. The physician reviews charts of sufficient frequency and number each month to assure that clinically appropriate care is

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ordered and implemented by attending health staff. The physician is an active member of the CQI committee as well. The standard is met.

J-E-13 Discharge Planning (I). Discharge planning is accomplished by health staff. Discharging inmates are given a three- to four-day supply of medication. If the inmate has a chronic condition, he or she is given a written prescription not to exceed 30 days. The patient will also be referred to a community provider when indicated. The standard is met.

F. HEALTH PROMOTION AND DISEASE PREVENTION

The standards in this section address health and lifestyle education and practices, as well as patient-specific instruction during clinical encounters.

Standard Specific Findings

J-F-01 Healthy Lifestyle Promotion (I). Health education is offered to all inmates. Brochures and pamphlets on a variety of health topics are available in areas accessible to all inmates. Individual health education and instruction in self-care for patients' health conditions is documented during the sick call encounter. The standard is met.

J-F-02 Medical Diets (I). At the time of the survey, approximately 67 medical diets were being prepared for patients with specific dietary needs.

However, a consulting dietician reviews the menus annually. The standard is not met.

Corrective action is required for Compliance Indicator #2. A registered or licensed dietician should review medical diets for nutritional adequacy at least every six months, and whenever a substantial change in the menu is made, through a documented on-site visit or by written consultation. The following is acceptable documentation for compliance: (a) a copy of written documentation/consultation that includes the date, signature, and title of the consulting dietician; or (b) a copy of the most recently dietician approved and signed medical diet menu. Corrective action is required in order to meet the standard.

J-F-03 Use of Tobacco (I). Smoking is prohibited in all indoor areas. Prevention and abatement activities are available regarding the use of all tobacco products. The standard is met.

G. SPECIAL NEEDS AND SERVICES

The standards in this section address the needs of inmates with chronic conditions or other health conditions that require a multidisciplinary approach to treatment. These special needs include mental health issues.

Standard Specific Findings

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J-G-01 Chronic Disease Services (E). Care as reflected in the health record appears in compliance with current community standards. The responsible physician establishes and annually approves clinical protocols, consistent with national clinical practice guidelines. Documentation in the medical record confirms that clinicians follow the chronic disease protocols. Chronic illnesses are listed on the problem list and a list of chronic care patients is maintained. The standard is met.

J-G-02 Patients With Special Health Needs (E). When required by the health condition(s) of the patient, treatment plans define the individual's care. Treatment plans include the frequency of follow-up, instructions, and diagnostic testing and therapeutic regimens. Special needs are listed on the problem list and a list of special needs patients is maintained. The standard is met.

J-G-03 Infirmary Care (E). A 14-bed infirmary is in operation. Patients are always within sight or sound of a qualified health care professional. A supervising RN is on site at least once every 24 hours. A manual for infirmary care is available. We recommend that the RHA clarify by policy infirmary patients and special housing patients, where the latter do not need admission orders. The standard is met.

J-G-04 Basic Mental Health Services (E). Mental health services are under the same contract as medical services. The psychiatrist is on site two days a week and is on call 24 hours a day. Two mental health counselors provide crisis intervention, medication management, and both individual and group therapy. Additional groups are available from the program department, such as parenting, anger management, and cognitive renewal. All treatment is documented in the inmate's electronic medical record. The standard is met.

J-G-05 Suicide Prevention Program (E). The suicide prevention program addresses each of the 11 key components as described by the standard. All staff (security and health) receive annual training by the psychiatrist. Treatment plans that address suicidal ideation and its recurrence are established. Patient follow-up occurs as clinically indicated. Actively suicidal inmates are placed on constant observation in the infirmary. Potentially suicidal inmates are monitored on an irregular schedule not exceeding 15 minutes. There were three suicides since the last survey; two occurred under the previous health contractor's authority. The third suicide occurred in 2009. The inmate had a history of substance abuse and was determined to be experiencing withdrawal. A corrective action plan instituted that an inmate would be placed on a medical watch, the frequency to be determined by his level of withdrawal. This practice has been instituted. The standard is met.

J-G-06 Intoxication and Withdrawal (E). Individuals with symptoms of intoxication or withdrawal are managed on site. Staff use the protocols established and approved by the responsible physician. If the inmate exhibits symptoms of severe withdrawal, he or she would be transferred to the local hospital. The standard is met.

J-G-07 Care of the Pregnant Inmate (E). Prenatal care, specialized obstetrical services when indicated, and postpartum care are available to pregnant inmates. The standard is met.

J-G-08 Inmates With Alcohol and Other Drug Problems (I). Self-help substance abuse programs are offered on site. An in-house substance abuse program is available; community

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volunteers from Alcoholics and Narcotics Anonymous come to the facility, and various religious-based programs are offered as well. The standard is met.

J-G-09 Pregnancy Counseling (I). Comprehensive counseling services are available to pregnant inmates. Counseling is provided by the health staff at the prenatal clinic. The standard is met.

J-G-10 Aids to Impairment (I). During the survey, we observed inmates using aids to impairment. Policy dictates that these are readily supplied. If these devices present a security risk, the inmates would be housed in the infirmary. The standard is met.

J-G-11 Care For The Terminally Ill (I). Although it would be rare for a terminally ill inmate to be held at this facility, procedures are in place to make the appropriate accommodations. Staff would pursue a compassionate release from custody. As an inmate approaches the end of life, he or she would be transferred to a local hospital or hospice program. All terminally ill inmates would be placed on a medical watch with vital signs recorded each shift. Health staff would follow a treatment plan based on symptom control. The standard is met.

H. HEALTH RECORDS

The standards in this section address the importance of accurate health record documentation, health record organization and accessibility, and need to ensure that medical and mental health information is communicated when those records are separate documents.

Standard Specific Findings

J-H-01 Health Record Format and Contents (E). Inmate medical and mental health records are integrated in hard copy and electronic format. The health record contains a problem list as well as all other critical elements required by the standard. The standard is met.

J-H-02 Confidentiality of Health Records (E). Health records are maintained under secure conditions. Health staff have documented instruction in maintaining patient confidentiality. Records are under the supervision of health staff and the electronic record is password-protected. The standard is met.

J-H-03 Access To Custody Information (I). Qualified health care professionals have access to information in the inmate's custody record when such information may be relevant to the inmate's health and course of treatment. The standard is met.

J-H-04 Management of Health Records (I). The health record is available for each patient care encounter. When an inmate is transferred to another facility, a comprehensive health summary accompanies him or her, with written authorization. The jurisdiction's legal requirements regarding records retention are followed. The standard is met.

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I. MEDICAL-LEGAL ISSUES

The standards in this section address the most complex issues facing correctional health care providers. While the rights of inmate-patients in a correctional setting are generally the same as those of a patient in the free world, the correctional setting often adds additional considerations when patient care is decided. The rights of the patient, and the duty to protect that patient and others, may conflict; however, ethical guidelines, professional practice standards, and NCOCHC's standards are the determining factors regarding these interventions and issues.

Standard Specific Findings

J-4-01 Restraint and Seclusion (E). Policies guide the role of health staff when restraints are ordered by security staff and for the implementation of medical restraints. There have been no incidences in the use of health-ordered restraints since the last survey. The standard is met.

J-4-02 Emergency Psychotropic Medication (E). Policies guide the use of emergency psychotropic medication. Actual practice indicates that this has not been done since 2007. The standard is met.

J-4-03 Forensic Information (I). Health staff are not involved in collecting forensic information. The standard is met.

J-4-04 End-of-Life Decision Making (I). As inmates approach the end of life, there are policies to direct the execution of advance directives. Inmates are counseled as to the meaning and consequences of such actions. The standard is met.

J-4-05 Informed Consent and Right to Refuse (I). Informed consents and refusals of care are documented and include the signatures of the patient and a health staff witness. Inmates are counseled as to possible adverse consequences to their health that may occur as a result of a refusal. Our record review confirmed practice is in compliance. The standard is met.

J-4-06 Medical and Other Research (I). No health-related research is conducted. If an inmate is already enrolled in a controlled study the study is reviewed and, if clinically appropriate, it may be continued. The standard is met.



Jennifer E. Kistler
Director of Accreditation
National Commission on Correctional Health Care
1145 W. Diversey Parkway
Chicago, IL 60614

Dear Ms. Kistler

Enclosed is the information you requested as a result of the National Commission on Correctional Health Care (NCCCHC) site survey conducted on March 8-9, 2010. The information includes appropriate documentation showing compliance to the following Essential and Important standards. If additional information is required for continued accreditation of our facility please let us know.

Essential Standards:

J-D-01 Pharmaceutical Operations: The standard is when there is no staff pharmacist; a consulting pharmacist should be used to document inspections and consultations not less than quarterly. The last inspection was done 02/2010 by an outside contractor.

Corrective Action: Pharmacy Inspection was performed by contracted Pharmacist through Advocate Rx Solutions on 07/26/2010, with next scheduled quarterly inspections to be done 10/15/2010.

1. See attached Pharmacy report

J-E-04 Initial Health Assessment: All inmates should receive an initial health assessment as soon as possible, but no later than 14 calendar days after admission to the facility, to ensure that individuals with serious medical or mental health needs are identified.

Corrective Action: A copy of the CQI process has been completed to assess the process by which health assessments are conducted. The 14 day Health Assessments are tracked daily by the H&P nurse, reports are pulled daily to show the inmates that need the 14 day assessment, based on the book-in date, daily list are produced based on the inmates book-in date, H&P nurse completed daily assessments, at the end of each day the H&P nurses produces a report showing inmates book-in date as well as days incarcerated, the H&P's are completed and signed by the provider and scanned into the medical record, the assessment are then logged and kept daily.

Please see the following attachments:

1. CQI report
2. Copies of physical exam logs
3. Copies of H&P exams

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J-E-06 Oral Care: Oral screenings are to be conducted by the dentist or qualified health care professionals trained by the dentist within 14 days of admission.

Corrective Actions: A copy of the CQI process has been completed to assess the process by which Oral care screenings are conducted. The 14 day Dental Screening which consist of oral care is tracked daily by the Dental Assistant, list are produced based on the Inmates book-in date, Inmates are called and Dental screening/oral care are provided by the Dental Assistant and scanned into the medical record, the assessment are then logged and kept daily.

Please see the following attachments:

1. CQI report
2. Copies of physical exam logs
3. Copies of Dental Screening/Oral Care exams

Important Standards not met:

J-E-05 Mental Screening and Evaluation: The initial mental health screening must be conducted with 14 days of admission to ensure that individuals with serious mental health needs are identified.

Corrective Actions: A copy of the CQI process has been completed to assess the process by which mental health is screened and evaluated at this facility.

Please see the following attachments:

1. CQI report
2. Copies of physical exam logs
3. Copies of Mental Screening and Evaluation assessment

J-E-11 Nursing Assessment Protocols: Insulin was administered upon intake if the inmates blood sugar is elevated, according to a sliding scale, without contacting the provider. The standing orders are then signed the next day when provided is in the building.

Corrective Action: A revised protocol signed by the responsible physician is required.

Please see the following attachments:

1. Protocol letter signed by Dr Wolf CMO
2. Staff meeting notes and sign in sheets
3. Signed "acknowledgement and understanding" each employee covering protocols.
4. Documentation of competency signed by each Registered Nurse

J-F-02 Medical Diets: A licensed dietician should review the medical diets for nutritional adequacy at least every six months and whenever a substantial change in the menu is made, through a documented on site visit or by written consultation.

Corrective Actions: A copy of written documentation/consultation that includes the date, signature, and title of the consulting dietician or a copy of the most recent dietician approved and signed medical diet.

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Please see the following attachments:

1. Copy of the written documentation by a licensed dietician

Sincerely,

Victor A. Hutchinson, BS
Health Services Administrator
Collin County Detention Facility

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From: Victor Hutchinson
Sent: Monday, July 12, 2010 12:00 PM
To: Ewa Podlacha
Subject: FW: NCCHC Collin County

Ewa,

Good morning!

We have received our notification from NCCHC regarding our Mar 2010 Inspection and the following are the discrepancies found; 3 essential standards and 3 important standards, please review and advise of how this should be formatted for the required report, what additional items that we need to complete and if you want me to formalize a letter along with the report.

Final report due to NCCHC no later than Sept 17, 2010 however, detention is wanting the final report that we send to NCCHC no later than July 31, 2010.

Below I have addressed a few concerns related to a few of the "standards not met"

Essential Standards not met:

J-D-01 Pharmaceutical Operations: The standard is that since there is no onsite pharmacist the pharmacy must be inspected at least quarterly, last inspection done 02/2010 by an outside contractor, Tori has made contact with Erin regarding the need for another inspections that was due in June as per NCCHC "see email below", this has not yet been completed we are still out of compliance.

Corrective Action: David has made contact with Ron Rph we are awaiting a response as to a date when we will have a inspector here and contracted to do quarterly inspections.

regarding quarterly inspection attached reports, notify Rph Urgency, swlrcxh pharmacy acquired new rx to provide

J-E-04 Initial Health Assessment: health assessments were late in 11 cases. All inmates should receive an initial health assessment as soon as possible, but no later than 14 calendar days after admission to the facility, to ensure that individuals with serious medical or mental health needs are identified.

Corrective Action: A copy of the CQI process has been completed to assess the process by which health assessments are conducted.

support with CQI study extra study each month include summary sheet (summary of each study, 1-10 numbers hx and physical flow sheet) how track H&P utilize log medical records, log: book in date, actual date of H&P few names from log, yellow names, pull H&P and attach, explain in formal how we area captioninig h&p to ensure we are not falling back.

J-E-06 Oral Care: screenings were often done late, Oral screenings are to be conducted by the dentist or qualified health care professionals trained by the dentist within 14 days of admission.

Corrective Actions: I will provide a copy of the CQI process assessing the process by which oral screenings are conducted, same as above, yellow highlight upper/lower teeth, pull logs from different weeks, pick random days 2-3 samples,

Important Standards not met:

J-E-05 Mental Screening and Evaluation: The initial mental health screening must be conducted within 14 days of admission to ensure that individuals with serious mental health needs are identified.

Corrective Actions: A copy of the CQI process study assessing the process by which mental health is screened and evaluated at this facility has been completed. provided by nurse on the 14 days physical, obtain competency form and acknowledgement form have sign

(The only concern I have with this is that with the CQI tool used there are a few questions which are N/A to the study which does not give a complete assessment, or should we complete a 30 day log that shows which inmates were seen which will include the LE number, date of admissions and the date of completed mental health screening)

J-E-11 Nursing Assessment Protocols: Insulin was administered upon intake if the inmates blood sugar is elevated, according to a sliding scale, without contacting the provider. The standing orders are then signed the next day when provided is in the building.

Corrective Action: We have been using a standing order in book-in for the use of insulin, per NCCHC... "standing orders may only be used for preventive medicine practices", the acceptable NCCHC corrective action would be to revise the protocol signed by the physician. The concern I have is we routinely do not use the POR in book-in with the intake process, however, we can start...one concern is our current Diabetic (initial) protocol does not address insulin, either way if you use the POR or not we have to call the providers every time there is an elevated BS on intake, otherwise the POR would have to be revised to have an order for insulin based on a sliding scale. Your thoughts!

staff meeting ASAP nursing protocols cover notes and sign in sheet etc no call provider if protocol call provider, letter Dr Larry Wolk or Dr Herr, no standing orders. nurse cannot implement. send cover letter check with monica for cover

J-F-02 Medical Diets: Currently a consulting dietician reviews the menus annually. Per NCCHC a licensed dietician should review the medical diets for nutritional adequacy at least every six months and whenever a substantial change in the menu is made, through a documented on site visit or by written consultation.

Corrective Actions: Detention will provide consultation information as to the dietician showing visits are required at least twice a year.

Obtain medical diets letters showing visits are required at least twice a year, meeting all standards, copy of menus that have been approved by dietician

Format folder

Ewa, your assistance is greatly appreciated, thanks for all your help!

EXHIBIT “G”

**DETENTION CENTER AND MINIMUM
SECURITY TEXAS COMMISSION ON JAIL
STANDARDS – INSPECTION REPORT**



Texas Commission on Jail Standards

Collin County Jail

McKinney, Texas

June 18-20, 2012

Date(s) of Inspection

SUBJECT: INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

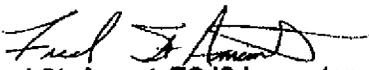
The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).

This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Inter-Office Use Only

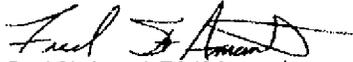

Fred St. Amant, TCJS Inspector

Received by: _____	Date _____
Reviewed by: _____	Date _____

cc: Judge
Sheriff

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: P.O. Box 12985 Austin, Texas 78711 (512) 463-5505 Fax (512) 463-3185 or at our agency website at www.tcjs.state.tx.us.

TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW


Fred St. Amant, TCJS Inspector

Facility Name: Collin County Jail

Date: June 18-20, 2012

Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility.
261	Existing Construction	Not applicable.
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill. Reviewed documentation. Conducted staff interviews.
265	Admission	Reviewed a random sample of 50 inmate files. Interviewed staff. Reviewed policy.
267	Release	Reviewed a random sample of 10 inmate files. Interviewed staff.
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	Reviewed a random selection of 50 inmate files. Reviewed staff training records. Reviewed internal classification audits. Reviewed policy. Interviewed staff.
273	Health Services	Reviewed a random selection of 50 files. Interviewed staff and inmates. Reviewed training records. Reviewed policy.
275	Supervision	Reviewed all 245 officer TCLEOSE license certification records. Reviewed officer documentation. Interviewed staff.
277	Personal Hygiene	Conducted a facility walk through. Reviewed facility schedule.
279	Sanitation	Conducted a facility walk through. Interviewed staff and inmates. Reviewed policy.
281	Food Service	Conducted walk through inspection in kitchen area. Interviewed staff. Reviewed documentation.
283.1	Discipline	Reviewed 30 disciplinary hearing records. Interviewed staff and inmates. Reviewed policy. Reviewed inmate rules.
283.3	Grievance	Reviewed 30 inmate grievance/complaints. Reviewed policy. Interviewed staff and inmates.
285	Exercise	Walk through of exercise area conducted. Reviewed documentation. Interviewed staff and inmates.
287	Education/Library	Reviewed policy and schedule. Interviewed staff and inmates.
289	Work Assignments	Reviewed policy and schedule. Interviewed staff and inmates.
291.1	Telephone	Reviewed policy and schedule. Interviewed staff and inmates.
291.2	Correspondence	Reviewed policy and schedule. Interviewed staff and inmates.
291.3	Commissary	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	Reviewed policy and schedule. Interviewed staff and inmates.
291.5	Religious Practices	Reviewed policy and schedule. Interviewed staff and inmates.
xxx	Variances	Reviewed facility variances.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	CCQ standards are being met by the facility as required by TLETS. Technical assistance provided. While reviewing the CCQ documentation the inspector discussed with the jail administration to verify all possible matches that are made. The inspector then informed the administration that the possible matches that verified to be true and the exact matches require that the magistrate be notified in accordance with CCP 16.22 even if no red-flags appear on the completed suicide screening tool. Issue was corrected onsite.

**TEXAS COMMISSION ON JAIL STANDARDS
ANNUAL JAIL REPORT**

County:	<u>Collin</u>		
Sheriff:	<u>Terry G. Box</u>	Judge:	<u>Keith Self</u>
email	<u>sheriffbox@collincountytx.gov</u>	email	<u>keith.self@collincountytx.gov</u>
Jail Administrator:	<u>Randy Clark</u>	Inspector:	<u>Fred St. Amant</u>
email	<u>rclark@collincountytx.gov</u>		

Last Inspection June 20-22, 2011 Compliant Yes Inspection Date(s) June 18-20, 2012
 Remedial Order N/A Effect: _____

Reportable Incidents <small>(Previous 12 month History)</small>	Fires	<u>0</u>	Escapes	<u>0</u>	FOR	Contract Inmates Housed	
	Deaths	<u>0</u>	Walkaway	<u>0</u>		USM	<u>41</u>
	Suicides	<u>0</u>	Secured	<u>0</u>			
Date Plans Approved <u>May 21, 2010</u>							

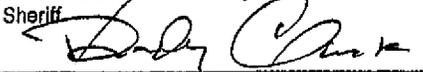
1. Facility Name Collin County Jail Drill Time 1m 50s
 Address 4300 Community Ave., McKinney, Tx Zip Code 75071 Facility Capacity 1106
 Phone # (972) 547-5075 Fax # (972) 547-5306 Average Daily Population 863
 Built 1984 Renovated NA Addition NA Housing Total this Date 868
 Type Med/Max Number of Variances 2 Holding Total this Date 0

2. Facility Name Collin County Minimum Security Drill Time 55 secs
 Address 4808 Community Ave., McKinney, Tx Zip Code 75071 Facility Capacity 192
 Phone # (972) 547-5075 Fax # (972) 547-5306 Average Daily Population 106
 Built 2002 Renovated NA Addition NA Housing Total this Date 112
 Type Min Number of Variances 0 Holding Total this Date 0

3. Facility Name Collin County Courthouse Drill Time not tested
 Address 2100 Bloomdale Rd., McKinney, Tx. Zip Code 75071 Facility Capacity 122
 Phone # _____ Fax # _____ Average Daily Population varies
 Built 2007 Renovated NA Addition NA Housing Total this Date NA
 Type Remote Court Holding Number of Variances 0 Holding Total this Date 0

<p>Housing Capacity <u>1298</u></p> <table style="width:100%;"> <tr> <th>Cells</th> <th>Capacity</th> </tr> <tr> <td>Sep Cells <u>42</u></td> <td><u>42</u></td> </tr> <tr> <td>Single Cells <u>240</u></td> <td><u>240</u></td> </tr> <tr> <td>M.O. Cells <u>268</u></td> <td><u>536</u></td> </tr> <tr> <td>Dorms <u>B</u></td> <td><u>480</u></td> </tr> <tr> <td>Neg Press Cells <u>4</u></td> <td><u>4</u></td> </tr> <tr> <td>Medical Cells <u>20</u></td> <td><u>20</u></td> </tr> </table> <p><small>Notes: 20 medical cells are single cells, 4 negative cells are separation cells.</small></p>	Cells	Capacity	Sep Cells <u>42</u>	<u>42</u>	Single Cells <u>240</u>	<u>240</u>	M.O. Cells <u>268</u>	<u>536</u>	Dorms <u>B</u>	<u>480</u>	Neg Press Cells <u>4</u>	<u>4</u>	Medical Cells <u>20</u>	<u>20</u>	<p>Holding Capacity <u>45</u></p> <table style="width:100%;"> <tr> <th>Cells</th> <th>Capacity</th> </tr> <tr> <td>Holding Cells <u>12</u></td> <td><u>44</u></td> </tr> <tr> <td>Detoxification Cells <u>1</u></td> <td><u>1</u></td> </tr> <tr> <td>Violent Cells <u>0</u></td> <td><u>0</u></td> </tr> </table> <p>Construction Security Level</p> <table style="width:100%;"> <tr> <td>Minimum Capacity</td> <td><u>192</u></td> </tr> <tr> <td>Medium Capacity</td> <td><u>210</u></td> </tr> <tr> <td>Maximum Capacity</td> <td><u>802</u></td> </tr> </table>	Cells	Capacity	Holding Cells <u>12</u>	<u>44</u>	Detoxification Cells <u>1</u>	<u>1</u>	Violent Cells <u>0</u>	<u>0</u>	Minimum Capacity	<u>192</u>	Medium Capacity	<u>210</u>	Maximum Capacity	<u>802</u>	<p>Females <u>147</u> <small>(Female Population Today)</small></p> <p># of Cells <u>48</u> # of Bunks <u>182</u></p> <hr/> <p>Contract Inmates 100 + Capacity (30% + Non - TX) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Cells	Capacity																													
Sep Cells <u>42</u>	<u>42</u>																													
Single Cells <u>240</u>	<u>240</u>																													
M.O. Cells <u>268</u>	<u>536</u>																													
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Minimum Capacity	<u>192</u>																													
Medium Capacity	<u>210</u>																													
Maximum Capacity	<u>802</u>																													

Population: Housing 980 Hold/Detox/Violent 0 Total System Population 980
(During Inspection)
 Total Inspection Time 22 hours Total Average Daily Population 959.00


 Sheriff

 Jail Administrator

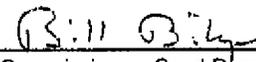
Interview with Court Representative Yes No

 Commissioners Court Representative

EXHIBIT “H”

**JUVENILE DETENTION CENTER CURRENT
STAFFING MATRIX REPORT**

**John R. Roach Juvenile Detention Center
Proposed Staffing Matrix**

Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
Physician/ Medical Director**	A				3.00				3.00	0.075	0.075
	B										
	C										
Dentist**	A						4.00		4.00	0.10	0.10
	B										
	C										
Dental Assistant	A						4.00		4.00	0.10	0.10
	B										
	C										
Psychiatrist** Plus on-call 24/7	A				4.00				4.00	0.10	0.10
	B										
	C										
Mental Health Profession	A										0.10
	B							4.00	4.00	0.10	
	C										
Licensed Vocational Nurse	A	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	2.10
	B										
	C										
Totals		12.00	12.00	12.00	19.00	12.00	20.00	16.00	103.00	2.575	2.575

EXHIBIT "I"

**JUVENILE DETENTION CENTER NEW
CONTRACT STAFFING REQUIRMENTS REPORT**

Recommended Staff Requirements for Inmate Health Care

Projected Staffing Juvenile Center	HOURS	FTE'S
Physician/Medical Director	3.00	0.08
Dentist	4.00	0.10
Dental Assistant	4.00	0.10
Psychiatrist	4.00	0.10
Mental Health	4.00	0.10
LVN	112.00	2.10
Total:	131.00	2.58

EXHIBIT “J”

**JUVENILE DETENTION CENTER MEDICAL
STATISTICAL SUMMARY REPORT 2012**



Correctional Healthcare Management

Medical Statistical Summary

 Facility Name: JOHN R. ROACH Juvenile Facility
 Submitted by: Roberta / Tonle

Year: 2012

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
ADP	86	87	85	83	85	83	85	78	78	78	79	80	987
Receiving Screenings	104	106	97	110	111	79	76	84	76	94	93	91	1121
Health Assessments	54	37	45	63	50	40	45	44	32	47	45	40	542
Nursing													
Sick call	154	141	103	152	131	84	159	94	103	125	100	90	1436
Medication verification	78	91	59	82	74	85	70	80	83	69	87	554	1412
Emergency encounters	44	31	35	23	22	19	11	10	12	10	15	11	243
Telephone contacts	108	53	17	39	64	35	70	30	32	64	50	43	605
Medical													
Physician Line	11	8	9	0	16	12	11	17	12	5	4	3	108
Physician Chart reviews	151	124	88	63	151	121	115	130	110	100	121	117	1391
Physician Emergency encounters	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-level Line	4	5	4	11	6	2	0	0	0	0	1	0	33
Mid-level Chart reviews	6	10	30	126	87	8	0	0	0	0	0	0	267
Emergency encounters	0	0	0	0	0	0	0	0	0	0	0	0	0
Dental													
Dental Screenings	1	0	6	6	7	3	6	2	7	4	6	12	60
Dental Exams	10	6	6	6	7	3	6	2	7	4	6	6	69
Dental Treatment Plans	3	0	6	6	7	3	6	2	7	4	6	6	56
Dental Procedures	2	0	1	0	0	1	0	1	0	0	0	0	5
Dental X-rays	0	0	0	0	1	1	0	0	0	1	0	1	4
Mental Health													
Axis One Diagnoses	0	0	0	0	0	0	0	0	0	0	0	0	0
Psychiatrist Line	7	2	2	2	13	0	2	0	3	1	1	2	35
Psychiatrist Chart Review	23	31	22	9	20	26	11	10	26	20	33	17	248
Mental Health worker encounters	27	26	2	22	43	23	17	27	13	0	0	7	207
Mental Health Chart Review	0	0	0	0	0	0	0	0	0	0	0	0	0
Off-site													
Emergency Room referrals	0	0	1	0	2	0	1	0	0	1	0	0	5
Hospital Admissions	0	0	0	0	0	0	0	0	0	0	0	0	0
Clinic/Outpatient referrals	30	34	31	32	41	37	67	64	33	44	29	26	468
Procedures (outpatient surgery, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Chronic Diseases													
Hypertension/CAD	0	2	0	0	0	0	0	0	0	0	0	0	2
Diabetes	1	0	0	0	0	0	0	0	1	1	1	0	4
Asthma/Pulmonary	5	7	4	7	4	4	6	4	4	2	3	4	54
Seizures	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV	0	0	0	0	0	0	0	0	0	0	0	0	0
TB	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis	0	0	0	0	0	0	0	0	0	0	0	0	0
Hyperlipidemia	0	0	0	0	0	0	0	0	0	0	0	0	0
Other/ Special Needs	0	0	0	0	0	0	0	0	0	0	0	0	0



Correctional Healthcare Management

Medical Statistical Summary

Facility Name: JOHN R. ROACH Juvenile Facility
 Submitted by: Roberta / Tonie

Year: 2012

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Significant Events													
Deaths- Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Unexpected	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Medically Expected	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Due to Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Suicide Watches	27	23	28	23	28	23	17	18	13	17	18	7	242
Attempted Suicides	0	0	0	0	1	2	0	1	0	0	1	2	7
# successful	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Mental Health Watches	0	0	0	0	0	0	0	0	0	0	0	0	0
Admitted to Observation/Infirmary	0	0	0	0	0	0	0	0	0	0	0	0	0
Medical Grievances - Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Founded - Access to Health Care	0	0	0	0	0	0	0	0	0	0	0	0	0
Founded - Quality of Health Care	0	0	0	0	0	0	0	0	0	0	0	0	0
On-site Injuries													
Inmates	0	0	0	0	0	0	0	0	0	0	0	0	0
Staff	0	0	0	0	0	0	0	0	0	0	0	0	0
Infectious Disease													
Tuberculosis										85			
PPD placed	0	8	6	5	15	19	14	14	8	9	0	4	102
# +PPD	0	0	0	0	0	0	0	0	0	0	0	0	0
# CXR for +PPD	0	0	0	0	0	0	0	0	0	0	0	0	0
# +CXR	0	0	0	0	0	0	0	0	0	0	0	0	0
# +Conversions	0	0	0	0	0	0	0	0	0	0	0	0	0
Active TB	0	0	0	0	0	0	0	0	0	0	0	0	0
# on INH	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV													
# tests	6	4	3	3	0	0	0	0	1	0	2	1	20
# + (new)	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis A Virus													
# tests	6	4	2	3	0	0	0	0	0	0	0	0	15
# + (acute)	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis B Virus													
# tests	6	4	2	3	0	0	0	0	0	0	0	0	15
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis C Virus													
# tests	6	4	3	3	0	0	0	0	0	0	0	0	16
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
MSRA	0	0	0	0	0	0	0	2	1	0	0	0	3
Sexually Transmitted Diseases													
Gonorrhea													
# tests	6	6	3	1	0	0	0	4	0	3	2	2	27
# +	1	0	0	0	0	0	0	0	0	0	0	0	1
Chlamydia													
# tests	6	6	3	1	0	0	0	4	0	3	2	2	27
# +	1	0	0	0	0	0	0	0	0	0	1	0	2
Syphilis													
# tests	6	4	3	0	0	0	0	2	0	1	2	1	19
# +	0	0	0	0	0	0	0	0	0	0	0	0	0

Correctional **Healthcare** Management**Medical Statistical Summary**

Facility Name: **JOHN R. ROACH Juvenile Facility**
 Submitted by: **Roberta / Tonie**

Year: **2012**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Medications													
# Inmates on Medication-medical	109	92	95	97	103	97	81	86	77	69	88	67	1061
# Prescriptions	286	173	226	312	316	263	262	270	266	218	160	102	2853
# Inmates on Medication-psych	41	28	38	34	35	24	27	28	26	22	29	27	359
# Prescriptions	74	51	30	61	78	48	57	25	58	61	78	48	669
# Non-formulary requests	0	0	0	1	0	0	0	0	0	0	0	0	1
# approved	0	0	0	1	0	0	0	0	0	0	0	0	1
# Therapeutic Diets													
Hypertension	0	2	0	0	0	0	0	0	0	0	0	0	2
Diabetic	1	0	0	0	0	0	0	0	1	1	1	0	4
Cardiac	0	2	0	0	0	0	0	0	0	0	0	0	2
Renal	0	0	0	0	0	0	0	0	0	0	0	0	0
Pregnacy	3	2	3	1	3	2	0	1	0	1	1	1	18

EXHIBIT “K”
COLLIN COUNTY TOP 25 STOCK MEDICATIONS
LIST

Collin County Top 25 Stock Medications

Triamcinolone 0.1% Crm

Humulin R Insulin

Omeprazole 20mg Cap

Ibuprofen 200mg

Hydrochlorothiazide 25mg Tab

Aspirin EC 81mg Tab

Acetaminophin 325mg

Acetaminophin 500mg

Ibuprofen 600mg

Ibuprofen 800mg

Amlodipine 10mg

Amoxil 500mg

Atenolol 25mg

Atenolol 50mg

Depakote ER 250mg

Benadryl 25 mg

Clonidine 0.1mg

Gabapentin 300mg

Guaifenisin 200mg

Metformin 500mg

Lisinopril 20mg

Loratidine 10mg

Hydrocortisone Cream 1%

Miconazole Cream 2%

Robitussin DM

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship. <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship. <div style="border: 1px solid black; height: 80px; width: 100%;"></div>

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

[Empty rectangular box for describing affiliations]

6

[Signature line box]

Signature of person doing business with the governmental entity

[Date line box]

Date

Adopted 11/02/2005

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	
	<input type="checkbox"/> Other (see instructions)	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

COURT ORDER NO. 2004-167 -03-11

THE STATE OF TEXAS

POLICY
ADOPT COUNTY
LOGO POLICY
PUBLIC INFORMATION

COUNTY OF COLLIN

On **March 11, 2004**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval to adopt the County Logo Policy.

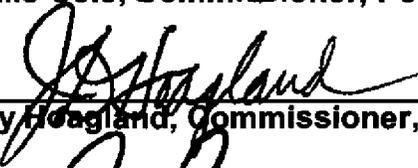
Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to adopt the County Logo Policy. Same is hereby approved in accordance with the attached documentation.



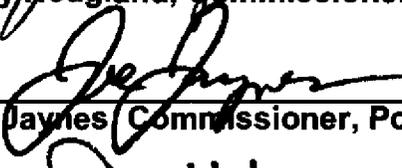
 Ron Harris, County Judge



 Phyllis Cole, Commissioner, Pct. 1



 Jerry Hoagland, Commissioner, Pct. 2



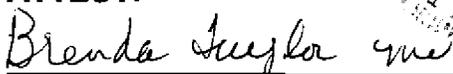
 Joe Jaynes, Commissioner, Pct. 3



 Jack Hatchell, Commissioner, Pct. 4



ATTEST:



**Brenda Taylor, Ex-Officio Clerk
 Commissioners' Court
 Collin County, T E X A S**

COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 9:00 AM

ON THE TUESDAY PRIOR TO THE TUESDAY MEETING.

This space for Court Clerk
RECEIVED
COMMISSIONER'S COURT

2014 MAR -1 PM 2:04

AGENDA NUMBER: _____

REGULAR _____
CONSENT _____

REQUESTING DEPARTMENT

Date: 2/27/04 Court Date: 3/11/04 Phone/Ext: 4772 Department: Public Information

Description of Agenda Item: Adoption of County Logo Policy and
notification of intent to enforce trademark protections.

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: Yes
 No

Amount Budgeted: _____
(or needed)

Account Number: _____

DEPARTMENT HEAD
SIGNATURE: M J H

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s): _____

CHECK TWO OF THE BELOW

ADVERTISE	<input type="checkbox"/>	BIDS	<input type="checkbox"/>
AWARD	<input type="checkbox"/>	PROPOSALS	<input type="checkbox"/>

BOND REQUIRED: _____
ANNUAL ACTION: _____
AD DATES: _____

INS. REQ'D: _____
EFFECTIVE: _____
OPEN DATE/TIME: _____

Item Description for Agenda: _____

Remarks: _____

PURCHASING AGENT
SIGNATURE: _____

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION

BUDGETED	<input type="checkbox"/>	FUNDS AVAILABLE	<input type="checkbox"/>
UNBUDGETED	<input type="checkbox"/>	ACCOUNT NUMBER FOR AVAILABLE FUNDS	<input type="checkbox"/>
FUNDS NOT AVAILABLE	<input type="checkbox"/>	(Needed for Agenda Submission)	

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC	<input type="checkbox"/>
EMERGENCY, Sec 111.010 LGC	<input type="checkbox"/>

FUNDS TRANSFER RECOMMENDATION

AMOUNT	DEPARTMENT NAME	ACCOUNT NUMBER
\$ _____ From	_____	_____
\$ _____ From	_____	_____
\$ _____ To	_____	_____
\$ _____ To	_____	_____

Remarks: _____

COUNTY AUDITOR
SIGNATURE: _____

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

KBS

BUDGET OFFICER
SIGNATURE: _____



Public Information Office
210 S. McDonald St. Suite 636
McKinney, TX 75069

TO: Commissioners Court, Bill Bilyeu
FROM: Leigh Hornsby
RE: County Logo Policy
DATE: February 27, 2004

An application to trademark the Collin County logo has now been filed. Although the application usually takes about a year to process, we can enforce the trademark while it is on file.

As a result, I am recommending the attached policy:



The Collin County logo was created in the late 1970's by an architectural firm. It was first used when the McDonald Street courthouse was constructed, and County leaders have maintained its use for the past 26 years. Therefore, residents of Collin County and North Texas are familiar with the logo and what it represents. In February, 2004, an application was filed for trademark protection of the logo. In an effort to utilize the logo responsibly, the following policy has been developed:

1. County employees may use the Collin County logo for internal correspondence.
2. County employees may use the Collin County logo when representing the County in an official capacity. Approved uses include, but are not limited to, PowerPoint presentations, road and building signs, flags, letterhead, envelopes, faxes, brochures, pamphlets and email.
3. All external use of the County logo is limited to non-commercial organizations. Use of the logo for commercial gain is prohibited.
4. Any additional use of the logo must be approved by the County Administrator, Public Information Officer or a Court designee.

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	<input type="radio"/>	Yes	<input type="radio"/>	No
Plan Room?	<input type="radio"/>	Yes	<input type="radio"/>	No
Collin County Web-Site?	<input type="radio"/>	Yes	<input type="radio"/>	No
Facsimile or email from BidSync?	<input type="radio"/>	Yes	<input type="radio"/>	No
Other	<input type="text"/>			

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	<input type="radio"/>	Yes	<input type="radio"/>	No
Downloaded from Company Computer?	<input type="radio"/>	Yes	<input type="radio"/>	No
Requested a Copy from Collin County?	<input type="radio"/>	Yes	<input type="radio"/>	No
Other	<input type="text"/>			

Thank You,

Collin County Purchasing Department

SIGNATURE FORM COLLIN COUNTY, TEXAS

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

- Sole Proprietorship Yes No
- General Partnership Yes No
- Limited Partnership Yes No
- Corporation Yes No
- Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	
Street Address of Principal Place of Business	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal Identification Number	
Date	
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission)	

Question and Answers for Bid #2013-153 - Services: Inmate Health Care

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.