

## **Solicitation 2015-122**

### **Services, Inmate Health Care**

**Bid designation: Public**



**Collin County**

## Bid 2015-122 Services, Inmate Health Care

Bid Number **2015-122**  
 Bid Title **Services, Inmate Health Care**

Bid Start Date **In Held**  
 Bid End Date **Jun 4, 2015 2:00:00 PM CDT**  
 Question & Answer End Date **May 28, 2015 5:00:00 PM CDT**

Bid Contact **Geri Osinaike, CPPO, CPPB**  
**Senior Buyer**  
**Purchasing**  
**972-548-4107**  
**gosinaike@co.collin.tx.us**

Contract Duration **1095 days**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **90 days**  
 Pre-Bid Conference **May 19, 2015 9:00:00 AM CDT**  
**Attendance is mandatory**  
 Location: Detention Facility Training Room  
 Collin County Justice Center  
 4300 Community Ave.  
 McKinney, TX 75071

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/offor 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 and Minimum Security facilities and John R. Roach Juvenile Detention Center.**

### Item Response Form

Item **2015-122--01-01 - Adult Detention and Minimum Security**  
 Quantity **1 year**  
 Unit Price

Delivery Location

**Collin County**Collin County - See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**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

**2015-122--01-02 - John R. Roach Juvenile Detention Center**

Quantity

**1 year**

Unit Price

Delivery Location

**Collin County**Collin County - See P.O.

2300 Bloomdale Rd., Ste. 3160

**\*\* See P.O. for Job Site \*\***

McKinney TX 75071

**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 (91<sup>st</sup>) 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](http://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 56<sup>th</sup> 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 56<sup>th</sup> 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.

<b>3.0 INSURANCE REQUIREMENTS</b>
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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 including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$3,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 Professional Liability Insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Medical incident: \$2,000,000
- Annual Aggregate each Physician, Dentist or Other Contractor insured: \$4,000,000
- Annual Aggregate for corporate/ancillary Personnel: \$5,000,000

3.1.6 **Umbrella/Excess Liability** insurance.

- Each Occurrence \$4,000,000

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

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for all policies

- 3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy, the Automobile Liability policy and Umbrella/Excess Liability policy.
- 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
- 3.2.4 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.
- 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 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:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

## **4.0 EVALUATION FACTORS AND PROPOSAL FORMAT**

### **4.1 EVALUATION CRITERIA**

The award of the contract shall be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Government Code 2254.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

Functionality, implementation support, on-going support, customer care, integration, reliability, scalability, expandability and adaptability with Collin County will be extremely important in the evaluation/decision process. A strong track record for on-time delivery of these service(s) to organizations comparable in size to Collin County, Texas will be a significant factor in the award process.

The County reserves the right to determine the suitability of proposals on the basis of all of these criteria.

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 elevation 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 Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

- 35%      Qualifications of the Firm, Comparable Experience – *See 7.2*
- 20%      Qualifications of Staff – *see 7.3*
- 25%      Work Plan, Response to Requirements – *see 7.4*
- 20%      Cost – *see 7.5*

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 Interviews**

The Evaluation Committee may hear oral presentations (if required). Contractors 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 contractor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the contractor 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 contractors will be notified of time and date.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

- 50%      Demonstration/Interview
- 50%      Experience and 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/Best and Final Offer**

Contractors 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 may choose to do site visits during this stage. 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 contractor 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 contractors that have submitted bids and enter into negotiations with them.

## **5.0 GENERAL INFORMATION & SPECIFICATIONS**

- 5.1 **INTRODUCTION:** 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.
- 5.2 **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.
- 5.3 **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. 2015-122
- 5.4 **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.
- 5.5 **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.
- 5.6 **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.
- 5.7 **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.

- 5.8 **MANDATORY PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted by Collin County at 9:00 a.m., May 19, 2015, 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 #2015-122. 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.
- 5.9 **TERM:** Provide for a term contract commencing on October 1, 2015, and continuing through and including September 30, 2018, with two (2) one (1) year renewal periods.
- 5.10 **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.
- 5.11 **CHANGES IN SERVICES PROVIDED:** Collin County reserves the right to add or reduce any and all services provided. If such an addition or reduction occurs, the offeror agrees that this change will not negatively affect the prices of any of the remaining services provided.
- 5.12 **PRICE REDETERMINATION:** The Provider is to submit a proposal that will be fixed for one (1) year. On each anniversary date of the contract, the Provider may be granted an increase or decrease in their bid, dependent upon fluctuations in the Department of Labor Consumer Price Index (CPI) for Medical Care Services, Dallas/Ft. Worth, TX, not seasonally adjusted for the preceding year, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at [www.bls.gov/](http://www.bls.gov/). Information can be found on All Urban Consumers (current series) –multi-screen date search, Not Seasonally Adjusted, A316 Dallas-Fort Worth TX, Current, SAM Medical Care, 12 Month Percent Change.

The Provider has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety days (90) prior the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Provider will be notified in writing upon approval. For purposes of this contract, the Medical CPI shall not exceed a total increase of 3.0% each year.

Should a provider fail to submit the request and supporting documentation to the proper location within ninety days (90) of the anniversary date, provider shall be deemed to have waived its right to any increase in price, but the County shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the below methodology.

5.12.1 The anniversary date will be October 1 of each year. The 'base' month for determining adjustments will be the fifth (5th) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month. If the contract allows for an adjustment after the first year, it would be based on the difference between the May 2015 CPI and the May 2016 CPI and become effective in October 2016. If the contract allows for an adjustment after the second year, it would be based on the difference between the May 2016 CPI and the May 2017 CPI and become effective October 2017.

- 5.13 **TERMINATION:** Collin County reserves the right to cancel the contract at any time for any reason. If the contract is cancelled by Collin County, services will terminate after a 30 day termination notice has been provided by Collin County.
- 5.14 **NEGOTIATIONS:** Discussions may be conducted with responsible offerors who submit proposals determined to be possibly selected for award. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Offerors may be required to submit additional data during the process of any negotiations. Collin County reserves the right to negotiate the price and any other term with the offerors. Any oral negotiations shall be confirmed in writing prior to award.
- 5.15 **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
- 5.16 **SAMPLES/DEMOS:** When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.17 **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.
- 5.18 **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.

5.19 **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.

5.20 **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.

5.21 **SUBMISSION REQUIREMENTS:**

**SUBMISSION OF PROPOSAL:** To be considered, proposals shall be received by 2:00 p.m., June 4, 2015, in the Purchasing Department or via [www.bidsync.com](http://www.bidsync.com).

All proposals shall be addressed to:

Collin County Purchasing Department  
Attn: Geri Osinaike,  
Collin County Administration Building  
2300 Bloomdale, Suite 3160  
McKinney, Texas 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL  
INMATE HEALTH CARE  
RFP NO. 2015-122

To achieve a uniform review process and to obtain a maximum degree of comparability, vendors may submit proposals via [www.bidsync.com](http://www.bidsync.com) or if vendor chooses to submit manually Collin County requires that proposals be submitted with a master (marked original) and eight (8) copies.

NOTE: If submitting manually, offeror shall submit, in addition to the hard copies, a CD copy. Microsoft Word format is preferred.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department, Attn: Geri Osinaike at [gosinaike@co.collin.tx.us](mailto:gosinaike@co.collin.tx.us).

5.22 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION: If any offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, they may submit questions to the Purchasing Department on or before SEVEN (7) DAYS PRIOR to the date the bids are due. All such requests for information shall be made in writing and the offeror submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Addendum duly issued. A copy of such RFP Addendum will be posted at [www.bidsync.com](http://www.bidsync.com).

5.23 INCURRED EXPENSES: There is no expressed or implied obligation for Collin County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses. Collin County will consider proposals from all responsible offerors.

5.24 SCHEDULE OF EVENTS:

RFP released:	May 7, 2015
Mandatory Pre-Proposal Conference:	May 19, 2015 at 9:00 a.m.
Deadline for submission of vendor questions:	May 28, 2015 at 5:00
Proposals due:	June 4, 2015, 2:00 p.m.
Vendors notified of selection for presentation:	July 2, 2015 (estimated)
Award of Contract:	August 2015 (estimated)
Effective date of contract:	October 1, 2015

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

5.25 The following attachments are attached.

- Attachment “A” – Sample Contract
- Attachment “B” – Equipment List

5.26 The following exhibits are attached.

- Exhibit “A” - Current Adult Detention & Min Security Staffing Matrix
- Exhibit “B” - Current Juvenile Center Staffing Matrix
- Exhibit “C” - 2015 Recommended Adult & Min Security Staffing Matrix
- Exhibit “D” – 2015 Recommended Juvenile Center Staff Requirements
- Exhibit “E” – Medical Statistical Summary Adult 2013
- Exhibit “F” – Medical Statistical Summary Adult 2014
- Exhibit “G” - Medical Statistical Summary Juvenile John R. Roach 2013
- Exhibit “H” - Medical Statistical Summary Juvenile John R. Roach 2014
- Exhibit “I” - Detention Center & Min security NCCHC Accreditation Report
- Exhibit “J” – Detention Center & Min Security Texas Commission on Jail Standards Report
- Exhibit “K” – Top 25 Medications 2014

## 6.0 BUSINESS REQUIREMENTS

6.1 The services provided to the Collin County Detention and Minimum Security facilities and John R. Roach Juvenile Detention Center will be paid as a monthly sum. The base cost is for services as described in the RFP for a monthly average total adult inmate/juvenile detainee’s population of 1010. Which is 930 the monthly average number of adult inmates at the Collin County Detention and Minimum Security facilities. The monthly average number of juvenile detainees is 80 for the John R. Roach Juvenile Detention Center.

6.2 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 2014 average length of stay is 91.1 days with an average of 64 intakes per day. The software used for the Jail Management System is Tyler Technologies, Odyssey.

- Locations of nursing offices are as follows:
  - Booking area
  - Each Cluster level
  - Infirmary
  - Minimum Security
  - Juvenile Detention Facility

- 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

6.3 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 is 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.

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

- 6.4 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.
- 6.5 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.
- 6.6 Collin County agrees to provide Provider with existing office space and facilities (inclusive of existing office furnishings) and utilities (including local telephone service).
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 Provider shall furnish all medical serviceable equipment identified in paragraph 6.54.
- 6.11 Provider will be responsible for arranging and payment of all repairs and maintenance of all Provider owned medical equipment
- 6.12 Provider is responsible for the costs associated to provide professional services for comprehensive health care to the inmate\juvenile population including but not limited to management, medical services, physicians, nursing, mental health, dental, pharmacy, medical records, lab, radiology, routine medical services, intake health screenings, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, chronic care clinics, on-site emergency medical care, clinical labs, 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 on-site, along with set up and equipment for dental suite for the juvenile facility, a performance bond, and on-site emergency medical treatment for visitors and County personnel. Provider 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. Provider is to provide services to the inmates /juveniles in the physical custody of the County. Provider 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.

- 6.13 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.
- 6.14 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.

- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 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.
- 6.21 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.

- 6.22 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.
- 6.23 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.
- 6.24 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.
- 6.25 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.

- 6.26 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.
- 6.27 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.
- 6.28 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.
- 6.29 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.

6.30 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.

6.31 Staffing Requirements

6.31.1 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 hours 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.

- 6.31.2 Compensation and Benefits - Compensation and benefits of the Provider's personnel shall be established solely by the Provider. However, 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.
- 6.31.3 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.
- 6.31.4 Provider shall obtain Collin County approval of each individual initially offered employment during the start-up transition and throughout the contract. The Provider shall submit in writing to the Jail Administration when the salary range of any position is within 10% of the low range. 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.
- 6.31.5 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.
- 6.31.6 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 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.

- 6.31.7 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.
- 6.31.8 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.
- 6.31.9 Provider agrees 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.
- 6.31.10 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.
- 6.31.11 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.
- 6.31.12 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 (30) 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.

- 6.31.13 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.
- 6.31.14 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 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.
- 6.31.15 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.
- 6.31.16 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.

- 6.31.17 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.
- 6.31.18 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.
- 6.31.19 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.
- 6.31.20 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.
- 6.31.21 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.
- 6.31.22 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.
- 6.31.23 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.

- 6.31.24 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 publicized by the Texas Department of Human Services in accordance with the Indigent Health Care Act. At a minimum, this shall include the following:
- 6.31.24.1 A licensed practical counselor(s) shall be available in accordance with NCCHC staffing requirements.
- 6.31.24.2 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.
- 6.31.24.3 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 30 day period from the date of discharge at the inmate's pharmacy and at their expense.
- 6.31.25 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.

- 6.31.26 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.
- 6.31.27 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.
- 6.31.28 Provider shall understand that the Collin County Detention Facilities includes a 192 bed Minimum Security Facility and Juvenile Detention Facility
- 6.31.29 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.
- 6.31.30 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.

6.31.31 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.

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

6.31.32.1 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.

6.31.32.2 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.

6.31.32.3 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.

6.32 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.

- 6.33 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.
- 6.34 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.
- 6.35 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.
- 6.36 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 offsite 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.
- 6.37 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.

- 6.38 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.
- 6.39 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.
- 6.40 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.
- 6.41 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.
- 6.42 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.

- 6.43 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.
- 6.44 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.
- 6.45 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.
- 6.46 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.
- 6.47 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.
- 6.48 Provider shall provide the dental program for the entire inmate/juvenile population. The program shall provide for basic dental services, including extraction, and fillings. Provider shall meet the compliance indicators in accordance to the National Commission on Correctional Healthcare standards for Health Services in Jail Oral Care (J-E-06). 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. 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.
- 6.49 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.

- 6.50 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.
- 6.51 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.
- 6.52 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.
- 6.53 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.
- 6.54 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.
- 6.55 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

6.56 Collin County equipment is available for use by the contractor. Once the equipment is determined unserviceable it will not be replaced and the provider will be required to provide their own equipment. (See Attachment B equipment list)

6.55.1 All equipment required to maintain the level of care required in accordance with industry standards and the contract with a value under \$5000.00 shall be repaired/replaced by the provider.

6.55.2 Provider must have equipment repaired/replaced within (seven) 7 calendar days.

6.55.3 All equipment required to maintain the level of care required in accordance with industry standards and the contract with a value over \$5000.00 shall be repaired/replaced by the County.

6.55.4 All equipment, instruments, and medical supply changes must be mutually agreed upon by both parties.

6.57 Provider shall stipulate how Collin County would assume equipment and supplies upon termination of contract.

6.58 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. To the extent that software is proprietary software it will have to be compatible so that data can be transferred and accessed. CorEMR is the current software used for medical records. 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 comply 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.

6.59 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.

- 6.60 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.
- 6.61 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.
- 6.62 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.
- 6.63 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.
- 6.64 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.
- 6.65 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.

- 6.66 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.
- 6.67 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.
- 6.68 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.
- 6.69 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.
- 6.70 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.

- 6.71 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.
- 6.72 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.
- 6.73 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.
- 6.74 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 as ATTACHMENT A.

## **7.0 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 a DVD with submission. **DO NOT USE METAL-RING HARD COVER BINDERS.** Paper copies should also be accompanied by an electronic copy of the information provided on a CD in a searchable format.

Responsive proposals shall provide straightforward, concise information that satisfies the requirements of this solicitation. Responsive proposals will display conformity to the County instructions, requirements of this solicitation, and the completeness and clarity of content.

### **7.1 INTRODUCTION AND SUBMITTALS**

In this section include, at a minimum, an introductory letter that should be addressed to and include:

- 7.1.1 An introduction of the Provider and an introduction of all major subcontractors/ sub-consultants who may be involved in the performance of the

work.

- 7.1.2 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.

## 7.2 QUALIFICATIONS OF THE FIRM

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

- 7.2.1 Provide the full legal name of your business as registered with the State of Texas. Is your firm licensed to do business in the State of Texas?
- 7.2.2 State your principal business location and any other service locations.
- 7.2.3 What is your primary line of business?
- 7.2.4 Provide the date (and number of years) your company organized to provide medical services in institutional and correctional facilities.
- 7.2.5 Describe briefly your corporate background.
- 7.2.6 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.
- 7.2.7 Provide gross sales volume and number of employees for medical services provided in institutional and correctional facilities by State.
- 7.2.8 Provide a list of all medical services contracts with correctional facilities that your firm has had in the last five (5) years and include the locations, number of years with the start date and completion dates serving those clients. Note any current contracts, and any you will be involved with in the next year.
- 7.2.9 Provide the number of contracts you provide that are certified by NCCH and the percent of the total contract you provide. Provide the deficiencies report and plan of action for ten (10) of the contracts you provide.
- 7.2.10 Identify those contracts in the last five (5) years that your company did not retain, and provide a brief summary of why your contract was not renewed for non-current clients.
- 7.2.11 Provide a list of litigations or class action law suits filed against your organization in the last two (2) years that were either financial settled or judgment resulted against your organization.

- 7.2.12 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 one (1) 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.
- 7.2.13 What unique qualities or perspective (competitive edge) would your company bring to this engagement?
- 7.2.14 Provide 1 or 2 examples of how your organization improved a new client's efficiencies by replacing their existing medical services operation. Describe the biggest roadblocks, how you and your client approached them, and the outcomes.
- 7.2.15 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.

### **7.3 PROPOSED ON-SITE STAFFING, STABILITY, RETENTION AND**

Provide 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:

- 7.3.1 Qualifications of project manager(s) and key personnel who will be assigned to the project.
- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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.

- 7.3.5 Provide a 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 and an organizational chart for providing medical service in compliance with these specifications (Attach to submittal as Exhibit 1).
- 7.3.6 Identify the key positions you deem to be necessary to manage Collin County's account, and the minimum requirements needed to fill each position. Be sure to distinguish between primary contacts and secondary or back-up representatives.
- 7.2.6.1 Provide job descriptions of all key staff and sub-contractors assigned to this Contract.
- 7.2.6.2 Additionally, describe any needed cooperation and interactions from client staff with these positions in order to successfully perform their jobs.
- 7.3.7 Describe employee training plans for managers, supervisors, and employees starting with your company, to include (if any) the number of training hours, the method of training (internet, classroom, documents, etc.), location of training, etc.
- 7.3.8 Describe employee training plans for any positions you intend to hire specifically for Collin County's account, to include (if any) the number of training hours, the method of training (internet, classroom, documents, etc.), location of training, etc.
- 7.3.9 Describe your plan to successfully retain employees hired to Collin County's account.
- 7.3.10 Describe your standard expectations of professionalism for your staff and how you train your staff to meet these standards. Discuss consequences for non-compliance.

#### **7.4 WORK PLAN, OPERATIONAL PLAN DESIGN, STRATEGY**

- 7.4.1 Proposed transition of current service provider
- 7.4.1.1 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).
- 7.4.1.2 Include a detailed, transition plan to assume provision of Medical Services within 45 days of signing a contract. If this timeline is not feasible, please suggest an appropriate transition time.
- 7.4.1.3 Include information about all current managers and supervisors who will be in charge of the transition, how long each person will be on-site during the transition, and what they will be in charge of overseeing.

- 7.4.1.4 Include the plan for hiring and training of employees and subcontractors for this Collin County account.
- 7.4.1.5 Include any plan to retain current medical, dental and mental health service employees, if applicable.
- 7.4.2 Proposed method of 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 required for this project.
- 7.4.2.1 Describe in detail how your company intends to provide service for each area within the requirements (Scope of Services), for On-site Services and Off-site Referrals as applicable.
- 7.4.2.2 Provide a plan for how the mental health services in section 6.31.32.1 and section 6.31.32.2 will be performed with in the timeline stated, data tracked, and Collin County staff coordinated with and kept updated.
- 7.4.2.3 Provide a plan for how you will schedule and coordinate all non-emergency and emergency medical care rendered to inmates/juveniles inside or outside the Collin County Detention Facilities. Include a list of off-site health providers and hospitals that you will use and how you plan to complete services in an appropriate time frame.
- 7.3.4 Proposed approach to managing the work, and ensuring program and cost control.
- 7.3.5 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.
- 7.3.6 Describe in detail how you company intends to manage potential impediments, obstacles, or problems that could negatively impact upon work performance and proposed solutions. Include three (3) circumstances when there has been an impact and the steps taken to resolve the issue.
- 7.3.7 Provide a contingency plan to provide for services in the event of unexpected interruptions of the normal working conditions; i.e., inclement weather, labor shortages.
- 7.3.8 Explain your methods for insuring uninterrupted service in the event of an employee calling out sick or is terminated.
- 7.3.9 Provide your plan toward maintaining health and sanitation requirements within the medical, dental and mental health sections (contract cleaning company, hazardous and medical waste disposal, etc.).
- 7.3.10 Explain your quality control methods and standards. Include a discussion of your methods for identifying and preventing deficiencies in service quality

before the level of quality becomes unacceptable.

- 7.3.11 Provide your plan for transitioning medical records with the current software CorEMR used for medical records. Also provide in detail any computerized medical management systems used to create schedules, inventories, clinics, or statistical reports. Provide a detailed description of any computerized hardware or software systems required to provide medical services to Collin County as described in this document.
- 7.3.12 Explain procedures for monthly billings and include sample forms. Provide a detailed explanation to ensure accuracy and quality control of all invoices billed to Collin County.
- 7.3.13 Include your plan for accounting for and security of all equipment and supplies.
- 7.3.14 Proposed education and training of onsite staff

#### **7.4 RESPONSE TO BUSINESS REQUIREMENTS**

Instructions: Proposers should fully answer each section, giving complete information regarding current and relevant references. Provide a response directly after each item in section 5 and 6. **Do not skip items.** Response shall include an answer for each item in this proposal that deals with requirements, either legal or technical, and clearly state "comply", "non-comply", "not applicable" or "exception", taken along with any additional information. If an item is not applicable, so state and give the reason. All exceptions taken shall also be detailed in section 8.

#### **7.5 REFERENCES**

Provider shall provide the names of at least three (3) different references. References shall include the company or entity name, address, phone numbers, emails, contact name (jail ADP), dates of service, detailed description of the project and services provided, project cost, the year the project was executed, and telephone number for each reference. The contact name shall be the name of a senior representative of the company or entity who was directly responsible for interacting with the Offeror throughout the performance of the project and who can address questions about the performance of the Offeror from personal experience. Each reference shall meet the following criteria:

- 7.5.1 The company or entity shall have engaged the Offeror for the same or similar services as those to be provided per the terms of the RFP;
- 7.5.2 The services shall have been provided by the Offeror to the referenced company or entity within the five years preceding the issuance of Collin County's RFP
- 7.5.3 The company or entity shall not be affiliated with the Offeror in any ownership or joint venture arrangement.

#### **7.6 PRICING/FEES – All pricing information shall be provided in a separate sealed envelope within Provider's proposal/ or if submitting through [www.bidsync.com](http://www.bidsync.com) be as a separate file.**

- 7.6.1 State cost of the services for the Collin County Detention Center and Minimum

Security Facility.

7.6.2 State the per diem cost of the services for the Collin County Detention Center and Minimum Security Facility when population is over the monthly average.

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

7.6.4 State the per diem cost of services for the Collin County Juvenile Detention Facility when population is over the monthly average.

**7.7 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.

**8.0 EXCEPTIONS**

Please complete the following worksheet listing any and all exceptions from the information requested in the RFP. Attach additional pages as needed. If no deviations are listed it is understood that the Contractor has agreed to all requirements as listed in the RFP.

<b>Section Number/ Question Number</b>	<b>Required Service Offeror is Unable to Perform</b>	<b>Steps Taken to Meet Requirement</b>

**ATTACHMENT “A”**  
**HEALTH SERVICES AGREEMENT 2015**

## HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Collin County, Texas (hereinafter referred to as the “County”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as Contractor), is dated for reference purposes as of the \_\_\_\_\_ day of 2015 (hereinafter referred to as the “Agreement”). Services under this Agreement shall commence on October 1, 2015, 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. 2015-122” is 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.

ORDER OF PRECEDENCE. The parties further agree that in the event of any conflict among the documents reference in this AGREEMENT, the order of precedence shall be as follows: 1) this AGREEMENT; 2) Exhibit B and C Contractor Response to Collin County’s

Formal Request and Best and Final Offer; and 3) Exhibit A Collin County's Formal Request for Proposal, RFP 2015-122, including addendums.

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 2015-122, including addendums \_\_\_\_, (See Exhibit A) and Contractor Response to Collin County's Formal Request (See Exhibit B), and Best and Final Offer (See Exhibit C).

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 D. The staffing matrixes set forth in Exhibit D are based on an average inmate/juvenile population of 1010 inmates/juveniles in the adult detention facilities and in the juvenile detention facility. Should the total inmate population increase to an average level of 1010 or more for a period of sixty (60) days or longer, additional health care staffing beyond the positions in Exhibit D, 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 within thirty (30) days of the engagement of the agent or subcontractor. 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:

1. 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.
2. In all solicitations or advertisements for employees, they will state that it is an equal opportunity employer.
3. 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. The County, at its sole discretion, will determine how to appropriately respond to a request for medical records made as part of any "claim" as defined in paragraph 10.2 of this Agreement.

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 E), 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, 2015. The term of this Agreement shall be through September 30, 2018 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. 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.

If during any month of the Agreement the average number of adult inmates/juvenile detainees per day in such month exceeds 1010, 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 1010 and the average number of adult inmates is over 930 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 1010 and the average number of juvenile detainees is over 80 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](mailto: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 provider is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Provider may be granted an increase or decrease in their bid, dependent upon fluctuations in the Department of Labor Consumer Price Index (CPI) for Medical Care Services, Dallas/Ft. Worth, TX. not seasonally adjusted for the preceding, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at [www.bls.gov/](http://www.bls.gov/). Information can be found on All Urban Consumers (current series) – multi-screen date search, Not Seasonally Adjusted, A316 Dallas-Fort Worth TX, Current, SAM Medical Care, 12 Month Percent Change.

The Provider has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety days (90) prior the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Provider will be notified in writing upon approval. For purposes of this contract, the Medical CPI shall not exceed a total increase of 3.0% each year.

Should a provider fail to submit the request and supporting documentation to the proper location within ninety days (90) of the anniversary date, provider shall be deemed to have waived its right to any increase in price, but the County shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the below methodology.

The anniversary date will be October 1 of each year. The ‘base’ month for determining adjustments will be the sixth (6th) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month. If the contract allows for an adjustment after the first year, it would be based on the difference between the May 2015 CPI and the May 2016 CPI and become effective in October 2016. If the contract allows for an adjustment after the second year, it would be based on the difference between the May 2016 CPI and the May 2017 CPI and become effective October 2017.

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.

9.6 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 \$1,000,000.00 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 County's choice of retained counsel may include outside counsel and/or attorneys from the Collin County District Attorney's Office, or both. 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 forty five (45) 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 forty five (45) 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, does not grant nor provide the Contractor with any right or power of any kind to in any way control, direct, influence, or manage the handling of a "claim" by the County's retained counsel. While input from the Contractor and/or its legal counsel may be considered, all strategic, legal, and any other decisions about the handling of any "claim" covered under this Agreement for which indemnification of the County, its elected officials, officers, agents and employees is required are matters solely to be made by the County in conjunction with its retained counsel. Disagreement by the Contractor with strategic, legal, or other decisions made by the County and/or its retained counsel as part of the handling of any "claim" shall not be grounds to reduce and/or refuse to pay the County's retained counsel's submitted attorney's fees and costs associated with the handling of any "claim." The failure by Contractor to pay the attorney's fees in the forty five (45) day time period because Contractor disagrees with the handling of any "claim" by the County's retained counsel shall be a material breach of a material obligation of the Contractor subject to the terms of paragraph 8.2(c).

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<br>Attn: Office of the Purchasing Agent<br>Purchasing Department<br>2300 Bloomdale, Suite 3160<br>McKinney, TX 75071     |
| (b) | Contractor | Correctional Healthcare Companies, Inc.<br>Attn: Legal Counsel<br>6200 S. Syracuse Way, Suite 440<br>Greenwood Village, Colorado 80111 |

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. 2015-122" 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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 "CorEMR" 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 "CorEMR" software. Any medical information

regarding inmates /juveniles within the “CorEMR” 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 \_\_\_\_\_ and \_\_\_ 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: \_\_\_\_\_

By:Contractor\_\_\_\_\_

Title: Purchasing Agent

Title:Contractor\_\_\_\_\_

Date: \_\_\_\_\_

Date:Contractor\_\_\_\_\_

ATTEST:

ATTEST:

By: Court Order #

By:Contractor\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**ATTACHMENT "B"**  
**COLLIN COUNTY FURNISHED MATERIALS**  
**LIST**

## Collin County Furnished Material List

**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)

Collin County, TX - Adult Staffing Plan - Solicitation Option											
Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
Health Services Administrator	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
Director of Nursing	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
Physician	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
Dentist	Day				8.00	8.00	4.00		20.00	0.50	0.50
	Evening										
	Night										
Dental Assistant	Day		8.00	8.00	8.00	8.00	4.00		36.00	0.90	0.90
	Evening										
	Night										
Psychiatrist	Day			12.00			12.00		24.00	0.60	0.60
	Evening										
	Night										
Mid-Level Provider/Physician Extender	Day		8.00	8.00		8.00	8.00		32.00	0.80	0.80
	Evening										
	Night										
Registered Nurse	Day	8.00	16.00	16.00	16.00	16.00	16.00	8.00	96.00	2.40	5.20
	Evening	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
	Night	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
Licensed Vocational Nurse	Day	40.00	48.00	48.00	48.00	48.00	48.00	40.00	320.00	8.00	17.80
	Evening	32.00	32.00	32.00	32.00	32.00	32.00	32.00	224.00	5.60	
	Night	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168.00	4.20	
Emergency Medical Technician	Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	4.20
	Evening	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
	Night	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
Mental Health Professional	Day	8.00	16.00	16.00	16.00	16.00	8.00	12.00	92.00	2.30	2.30
	Evening										
	Night										
Administrative Assistant	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
Medical Records Clerk	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
<b>Totals</b>		<b>152.00</b>	<b>232.00</b>	<b>244.00</b>	<b>232.00</b>	<b>240.00</b>	<b>236.00</b>	<b>156.00</b>	<b>1492.00</b>	<b>37.30</b>	<b>37.30</b>

Collin County, TX - Minimum Staffing Plan - Solicitation Option											
Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
Licensed Vocational Nurse	Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	2.10
	Evening	4.00	4.00	4.00	4.00	4.00	4.00	4.00	28.00	0.70	
	Night										
<b>Totals</b>		<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>84.00</b>	<b>2.10</b>	<b>2.10</b>

EXHIBIT B

John R. Roach Juvenile Detention Center													
Staffing Matrix													
Position	Back Fill	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs	
			SUN	MON	TUE	WED	THU	FRI	SAT				
Physician/ Medical Director**		Day				3.00				3.00	0.08	0.08	
		Evening											
		Night											
Dentist**	x	Day							4.00	4.00	0.10	0.10	
		Evening											
		Night											
Dental Assistant	x	Day							4.00	4.00	0.10	0.10	
		Evening											
		Night											
Psychiatrist**		Day							4.00	4.00	0.10	0.10	
		Evening											
		Night											
Mental Health		Day							4.00	4.00	0.10	0.10	
		Evening											
		Night											
LVNs		Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	2.80
		Evening	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	
		Night											
<b>Totals</b>			16.00	16.00	16.00	19.00	16.00	32.00	16.00	131.00	3.28	3.28	

<sup>3</sup>On call 24/7/365

\*Specific days may vary

BACK FILL: If marked X, NO backfill required

**Recommended Staff Requirements for Inmate Health Care**

<b>Projected Staffing-Detention Center</b>	<b>HOURS</b>	<b>FTE'S</b>
Health Services Administrator	40.00	1.00
D.O.N	40.00	1.00
Physician/Medical Director	37.00	1.00
Dentist	20.00	0.50
Dental Assistant	36.00	0.90
Psychiatrist	20.00	0.50
Psychiatrist	20.00	0.50
Physician Assistant/ Nurse Practioner	32.00	0.80
Physician Assistant/ Nurse Practioner	32.00	0.80
RNs	208.00	5.20
LVN	712.00	17.80
EMT\LVN	168.00	4.20
Mental Health	92.00	2.30
Administration	40.00	1.00
Medical Records Clerk	40.00	1.00
Medical Health Technician	40	1.00
<b>Totals:</b>	<b>1577.00</b>	<b>39.50</b>

<b>Projected Staffing- Minimum Security</b>	<b>HOURS</b>	<b>FTE'S</b>
LVN	84.00	2.10
<b>Totals:</b>	<b>84.00</b>	<b>2.10</b>

**Recommended Staff Requirements for Inmate Health Care**

<b>Projected Staffing-Juvenile Center</b>	<b>HOURS</b>	<b>FTE'S</b>
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



### Medical Statistical Summary

Facility Name: COLLIN COUNTY

Year: 2013

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>ADP</b>	853	848	833	871	916	933	931	916	937	923	934	869	10764
<b>Receiving Screenings</b>	1147	1240	1248	1230	1325	1220	1354	1324	1392	1261	1099	1083	14923
<b>Health Assessments</b>	428	303	349	361	400	343	432	408	372	319	356	337	4408
<b>Nursing</b>													
Sick call	862	759	812	868	1047	881	941	759	909	917	937	1025	10717
Medication verification	325	185	172	200	285	161	167	171	195	227	223	168	2479
Emergency encounters	17	6	4	9	12	13	15	8	14	13	12	8	131
Telephone contacts	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Medical</b>													
Physician Line	127	177	180	176	182	157	124	182	167	166	161	135	1934
Physician Chart reviews	34	44	50	48	48	48	55	46	46	53	44	42	558
Physician Emergency encounters	0	0	0	0	0	0	0	0	0	0	0	1	1
Mid-level Line	225	221	224	225	244	233	270	215	239	259	227	206	2788
Mid-level Chart reviews	0	0	0	0	4	0	0	0	0	0	0	0	4
Emergency encounters	1	1	0	2	4	3	1	1	1	0	1	2	17
<b>Dental</b>													
Dental Screenings	36	31	33	45	73	35	47	27	39	23	32	67	488
Dental Exams	149	128	138	139	142	136	143	179	62	169	150	159	1694
Dental Treatment Plans	89	69	94	82	119	65	106	76	114	120	98	159	1191
Dental Procedures	53	128	70	39	40	47	25	52	65	56	52	45	672
Dental X-rays	99	76	81	62	98	47	89	97	73	78	65	69	934
<b>Mental Health</b>													
Axis One Diagnoses	50	40	72	47	56	50	41	58	56	50	48	55	623
Psychiatrist Line	102	84	121	97	129	102	102	141	113	106	145	121	1363
Psychiatrist Chart Review	100	100	80	100	100	97	107	100	100	80	95	68	1127
Mental Health worker encounters	321	265	264	426	307	246	184	326	254	268	267	205	3333
Mental Health Chart Review	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Off Site</b>													
Emergency Room referrals	7	2	7	6	7	9	10	16	8	14	8	11	105
Hospital Admissions	2	0	2	3	1	6	2	5	1	5	2	2	31
Clinic/Outpatient referrals	14	20	20	25	36	35	17	10	16	33	34	23	283
Procedures (outpatient surgery, etc.)	0	0	0	1	2	1	1	0	1	1	3	1	11

<b>Chronic Diseases</b>													
Hypertension/CAD	79	83	103	106	123	95	115	95	101	103	99	85	1187
Diabetes	11	21	17	22	18	22	20	19	16	23	22	14	225
Asthma/Pulmonary	29	20	32	31	27	26	36	16	24	43	34	24	342
Seizures	12	12	14	13	18	13	22	16	18	18	21	11	188
HIV	2	1	5	9	3	3	7	7	6	3	8	9	63
TB	9	19	16	28	22	29	28	28	19	26	18	21	263
Hepatitis	10	11	19	21	19	13	13	11	19	12	11	11	170
Hyperlipidemia	5	11	10	5	9	8	10	12	13	12	4	9	108
Other/ Special Needs	11	12	12	8	22	18	27	14	26	26	19	14	209

## Medical Statistical Summary

Facility Name: COLLIN COUNTY

Year: 2013

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Significant Events</b>													
Deaths- Total	0	0	0	0	0	0	0	0	0	0	0	1	1
Deaths- Unexpected	0	0	0	0	0	0	0	0	0	0	0	1	1
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	38	39	36	40	48	36	0	51	51	12	13	26	390
Attempted Suicides	0	2	0	0	3	1	0	2	2	2	2	0	14
# successful	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Mental Health Watches	51	42	55	54	62	52	58	66	59	53	60	34	646
Admitted to Observation/Infirmary	34	36	37	39	31	44	31	30	36	34	29	20	401
Medical Grievances / Complaints	0	0	0	0	0	0/58	0/86	0/70	0/63	0/77	0/57	0/72	0/483
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	11	3	2	10	1	1	1	4	4	2	0	7	46
Staff	0	0	0	1	0	0	0	0	1	0	1	0	3
<b>Infectious Disease</b>													
Tuberculosis													
PPD placed	1158	1035	1204	1200	1212	1171	1230	303	538	504	518	247	10320
# +PPD	10	5	15	17	16	33	20	9	8	11	5	8	157
# CXR for +PPD	8	6	12	17	16	33	43	27	37	35	18	30	282
# +CXR	0	2	1	0	0	0	0	0	0	0	0	0	3
# +Conversions	0	0	0	0	0	0	0	0	0	0	0	0	0
Active TB	0	2	2	3	3	2	2	2	2	1	1	1	21
# on INH	8	8	8	11	12	14	17	11	16	13	10	9	137
HIV													
# tests	40	33	48	70	62	31	54	68	56	53	34	37	586
# + (new)	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis A Virus													
# tests	0	0	0	0	1	0	0	0	0	0	0	0	1
# + (acute)	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis B Virus													
# tests	0	0	0	0	1	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	38	31	50	6	61	31	47	67	53	50	31	34	499
# +	1	2	1	3	2	1	0	1	3	0	0	2	16
MRSA	1	2	1	1	0	4	0	3	0	1	1	0	14
<b>Sexually Transmitted Diseases</b>													
Gonorrhea													
# tests	4	2	5	3	2	13	5	9	10	5	4	2	64
# +	0	0	2	0	2	2	0	2	1	2	0	1	12
Chlamydia													
# tests	4	2	5	3	4	13	5	9	10	5	4	2	66
# +	0	2	2	2	4	1	2	2	1	4	1	1	22
Syphilis													
# tests	39	31	0	61	61	32	47	65	53	50	31	35	505
# +	0	0	0	1	0	0	0	0	0	1	1	0	3

## Medical Statistical Summary

Facility Name: **COLLIN COUNTY**Year: **2013**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Medications</b>													
# Inmates on Medication-medical	349	366	360	349	381	383	386	395	349	425	421	623	4787
# Prescriptions	1012	868	1061	703	1169	1116	1080	1287	1091	1357	1161	1716	13621
# Inmates on Medication-psych	104	88	71	80	91	111	91	163	141	137	80	169	1326
# Prescriptions	248	145	138	156	121	134	143	260	288	398	276	322	2629
# Non-formulary requests	15	31	15	21	18	19	7	10	14	14	14	22	200
# approved	14	29	15	21	18	18	7	10	14	13	14	22	195
# Therapeutic Diets													
Hypertension	16	1	1	9	1	9	0	0	0	3	1	1	42
Diabetic	0	32	20	32	23	22	29	32	32	35	37	30	324
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	11	9	6	9	11	8	17	4	4	13	12	2	106

## EXHIBIT F

## Medical Statistical Summary

Facility Name: COLLIN COUNTY

Year: 2014

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>ADP</b>	863	872	854	906	944	940	987	1005	1024	966	919	906	11186
<b>Receiving Screenings</b>	1267	1166	1237	1228	1336	1353	1317	1291	1197	1208	1089	1081	14770
<b>Health Assessments</b>	301	343	359	382	361	458	448	438	158	231	290	303	4072
<b>Nursing</b>													
Sick call	1095	881	1012	1106	1229	1026	1138	1132	1158	1118	898	995	12788
Medication verification	204	211	218	220	142	119	128	148	135	167	116	140	1948
Emergency encounters	5	5	17	10	11	10	1	0	1	1	12	8	81
Telephone contacts	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Medical</b>													
Physician Line	188	170	182	181	179	125	150	152	144	132	107	161	1871
Physician Chart reviews	52	44	38	42	43	44	49	38	48	46	36	48	528
Physician Emergency encounters	1	0	0	0	0	0	0	0	0	0	0	0	1
Mid-level Line	262	222	194	218	239	223	254	186	236	232	201	243	2710
Mid-level Chart reviews	0	0	0	0	0	0	0	0	0	0	0	0	0
Emergency encounters	1	0	1	3	3	4	1	0	1	1	1	1	17
<b>Dental</b>													
Dental Screenings	63	61	71	109	64	65	78	72	97	72	59	72	883
Dental Exams	189	162	125	143	150	149	147	140	165	179	108	160	1817
Dental Treatment Plans	189	162	129	143	150	149	147	140	165	179	108	160	1821
Dental Procedures	58	66	39	51	76	92	56	89	70	103	50	72	822
Dental X-rays	72	63	49	83	91	73	85	73	88	98	58	87	920
<b>Mental Health</b>													
Axis One Diagnoses	53	51	62	34	62	53	58	80	74	78	66	77	748
Psychiatrist Line	151	117	120	103	144	119	133	183	131	161	149	149	1660
Psychiatrist Chart Review	200	63	182	128	171	179	229	N/A	324	362	388	331	2557
Mental Health worker encounters	619	737	933	932	1026	1229	1655	1375	874	863	802	883	11928
Mental Health Chart Review	400	1207	739	770	830	812	658	519	532	486	632	521	8106
<b>Off Site</b>													
Emergency Room referrals	13	9	18	8	11	5	8	12	9	9	11	7	120
Hospital Admissions	4	2	8	3	4	0	1	2	3	4	3	4	38
Clinic/Outpatient referrals	31	28	35	39	37	32	33	30	23	22	17	31	358
Procedures (outpatient surgery, etc.)	2	3	1	1	1	1	3	2	2	2	2	0	20
<b>Chronic Diseases</b>													
Hypertension/CAD	107	85	63	83	82	88	96	65	108	83	64	86	1010
Diabetes	18	14	7	11	15	20	15	19	22	17	12	13	183
Asthma/Pulmonary	35	28	15	22	34	24	38	16	39	35	10	30	326
Seizures	17	16	17	17	25	20	17	17	15	22	13	15	211
HIV	8	7	2	11	11	9	1	12	12	19	20	15	127
TB	11	10	11	16	16	19	17	0	20	12	11	12	155
Hepatitis	12	15	6	12	15	9	12	10	12	15	9	16	143
Hyperlipidemia	12	5	2	10	10	11	10	9	11	8	4	9	101
Other/ Special Needs	16	12	14	18	22	26	21	14	8	20	13	18	202

### Medical Statistical Summary

Facility Name: COLLIN COUNTY

Year: 2014

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Significant Events</b>													
Deaths- Total	0	0	0	0	0	0	0	0	0	0	1	0	1
Deaths- Unexpected	0	0	0	0	0	0	0	0	0	0	1	0	1
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	1	0	1
Suicide Watches	47	38	38	32	46	36	55	45	43	29	36	35	480
Attempted Suicides	3	0	2	0	0	0	0	0	1	0	1	1	8
# successful	0	0	0	0	0	0	0	0	0	0	1	0	1
Other Mental Health Watches	68	51	60	66	70	59	84	57	53	51	49	46	714
Admitted to Observation/Infirmary	47	38	46	44	40	36	48	45	52	45	50	29	520
Medical Grievances / Complaints	0/58	0/49	0/54	0/73	0/84	0/93	0/50	0/33	0/79	0/	85	0/57	715
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
<b>On-site Injuries</b>													
Inmates	1	3	4	1	1	2	1	0	1	1	4	0	19
Staff	0	1	0	0	0	0	0	0	0	0	2	0	3
<b>Infectious Disease</b>													
<b>Tuberculosis</b>													
PPD placed	321	305	356	366	443	376	455	426	492	1084	895	973	6492
# +PPD	7	7	8	12	7	19	11	20	24	7	11	11	144
# CXR for +PPD	7	7	8	12	7	19	9	9	16	28	24	11	157
# +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	1	2	1	1	1	1	1	1	0	0	0	0	9
# on INH	8	3	4	5	6	6	7	3	3	3	3	3	54
<b>HIV</b>													
# tests	31	32	42	34	59	56	64	48	47	47	49	66	575
# + (new)	0	0	0	0	0	0	0	0	4	1	0	0	5
<b>Hepatitis A Virus</b>													
# 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
<b>Hepatitis B Virus</b>													
# tests	0	0	0	0	0	0	0	0	0	0	0	0	0
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Hepatitis C Virus</b>													
# tests	31	30	40	32	57	54	58	48	41	42	51	66	550
# +	1	0	0	0	1	0	0	0	3	0	0	2	7
<b>MRSA</b>													
	0	1	5	1	2	2	5	1	3	1	2	1	24
<b>Sexually Transmitted Diseases</b>													
<b>Gonorrhea</b>													
# tests	4	3	1	5	10	7	5	5	9	5	1	1	56
# +	3	1	0	0	0	2	0	1	0	0	0	1	8
<b>Chlamydia</b>													
# tests	4	3	1	5	10	7	6	6	9	5	1	1	58
# +	3	1	0	0	1	3	1	2	1	0	0	1	13
<b>Syphilis</b>													
# tests	30	31	40	30	60	54	57	48	41	41	49	61	542
# +	0	0	0	0	0	1	0	0	2	0	0	0	3

## Medical Statistical Summary

Facility Name: **COLLIN COUNTY**Year: **2014**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Medications</b>													
# Inmates on Medication-medical	945	723	731	559	931	613	708	916	901	1510	916	908	10361
# Prescriptions	3648	2953	1750	2938	3596	3274	3187	2187	3445	3005	663	3202	33848
# Inmates on Medication-psych	301	120	130	139	278	148	156	153	140	151	131	141	1988
# Prescriptions	210	274	306	327	374	250	244	314	281	303	269	232	3384
# Non-formulary requests	18	12	24	39	35	29	41	39	37	46	21	35	376
# approved	16	12	24	38	33	27	34	37	35	45	21	28	350
# Therapeutic Diets													
Hypertension	1	1	0	0	0	0	0	0	0	0	0	0	2
Diabetic	27	30	22	24	30	26	30	28	30	28	20	22	317
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	0	4	2	5	5	5	6	7	5	1	4	5	49

## EXHIBIT G

## Medical Statistical Summary

Facility Name: JOHN R. ROACH Juvenile Facility

Year: 2013

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>ADP</b>	81	90	89	88	80	90	80	75.5	76	81	82	71	983.5
<b>Receiving Screenings</b>	65	99	90	130	124	89	92	73	99	110	94	73	1138
<b>Health Assessments</b>	45	48	42	62	49	57	43	35	57	53	47	34	572
<b>Nursing</b>													
Sick call	142	144	101	72	86	103	71	62	76	69	73	50	1049
Medication verification	52	74	46	67	46	60	40	24	30	49	50	63	601
Emergency encounters	16	23	10	10	5	10	10	10	13	15	10	10	142
Telephone contacts	56	54	54	74	50	46	64	50	40	40	41	52	621
<b>Medical</b>													
Physician Line	0	0	0	0	0	0	0	0	0	0	0	0	0
Physician Chart reviews	127	105	153	109	92	113	100	91	107	113	112	120	1342
Physician Emergency encounters	2	2	12	9	8	4	4	9	4	4	5	4	67
Mid-level Line	0	0	0	0	0	0	2	0	0	0	0	0	2
Mid-level Chart reviews	0	0	0	0	0	0	0	1	1	0	0	0	2
Emergency encounters	0	0	0	0	0	0	0	0	1	0	0	0	1
<b>Dental</b>													
Dental Screenings	6	3	5	6	3	9	10	2	4	4	4	2	58
Dental Exams	6	3	5	6	3	9	10	2	4	4	4	2	58
Dental Treatment Plans	6	3	5	6	3	9	10	2	4	4	4	2	58
Dental Procedures	0	0	0	0	0	0	0	0	0	0	0	0	0
Dental X-rays	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>Mental Health</b>													
Axis One Diagnoses	0	0	0	0	0	0	0	0	0	0	0	0	0
Psychiatrist Line	2	2	4	0	2	2	4	1	6	3	3	0	29
Psychiatrist Chart Review	12	40	34	27	37	15	9	20	23	20	27	20	284
Mental Health worker encounters	4	0	3	17	6	13	15	5	12	11	14	24	124
Mental Health Chart Review	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Off Site</b>													
Emergency Room referrals	0	1	0	0	0	0	0	1	0	1	2	1	6
Hospital Admissions	0	0	0	0	0	0	0	0	0	0	0	0	0
Clinic/Outpatient referrals	40	28	32	41	20	17	26	27	17	23	20	24	315
Procedures (outpatient surgery, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0

<b>Chronic Diseases</b>													
Hypertension/CAD	0	1	0	0	0	0	0	0	0	0	0	1	2
Diabetes	0	0	0	0	1	1	0	0	1	0	1	0	4
Asthma/Pulmonary	3	2	3	3	3	4	4	4	6	6	5	4	47
Seizures	0	0	1	1	1	1	1	1	1	0	1	2	10
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	1	0	0	0	0	1

## Medical Statistical Summary

Facility Name: JOHN R. ROACH Juvenile Facility

Year: 2013

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Significant Events</b>													
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	19	15	5	33	13	25	9	5	7	12	13	23	179
Attempted Suicides	5	0	0	1	0	4	0	0	0	0	3	5	18
# 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													0
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
<b>Infectious Disease</b>													
Tuberculosis													
PPD placed	12	3	4	3	9	8	5	5	4	14	4	4	75
# +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	1		0	0	1
# +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	0	3	0	3	2	1	0	0	0	0	1	1	11
# + (new)	0	0	0	0	0	0	0	0	0	0	0	0	0
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	0	0	0	0	0	0	0	0	0	0	0	0	0
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis C Virus													
# tests	0	0	0	1	0	1	0	0	0	0	1	0	3
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
MSRA	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Sexually Transmitted Diseases</b>													
Gonorrhea													
# tests	0	8	2	3	3	5	5	3	4	1	2	0	36
# +	0	1	0	0	0	2	0	0	0	0	0	0	3
Chlamydia													
# tests	0	8	2	3	3	5	5	3	4	1	2	0	36
# +	0	3	0	0	0	1	0	2	1	1	0	0	8
Syphilis													
# tests	0	2	0	3	2	0	0	0	0	0	0	1	8
# +	0	0	0	0	0	0	0	0	0	0	0	0	0

## Medical Statistical Summary

Facility Name: JOHN R. ROACH Juvenile Facility

Year: 2013

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Medications</b>													
# Inmates on Medication-medical	72	77	60	54	47	69	46	47	45	47	53	46	663
# Prescriptions	172	122	78	72	55	70	55	66	52	57	67	60	926
# Inmates on Medication-psych	23	34	26	21	18	31	18	10	13	17	13	22	246
# Prescriptions	52	69	46	43	38	59	28	19	23	36	35	43	491
# Non-formulary requests			0	0	0	0	1	1	0	0	0	0	2
# approved			0	0	0	0	1	1	0	0	0	0	2
# Therapeutic Diets													
Hypertension	0	1	0	0	0	0	0	0	0	0	0	0	1
Diabetic	0	0	0	0	1	1	0	0	1	0	1	0	4
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
Pregnacy	0	1	0	0	0	0	0	1	1	0	2	0	5

## EXHIBIT H

## Medical Statistical Summary

Facility Name: JOHN R. ROACH Juvenile Facility

Year: 2014

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>ADP</b>	64	76	85	84	85	83	72	84	80	86	85	83	967
<b>Receiving Screenings</b>	88	90	99	90	108	96	29	77	62	83	114	143	1079
<b>Health Assessments</b>	47	60	66	55	47	57	43	50	33	47	35	54	594
<b>Nursing</b>													
Sick call	54	58	76	66	91	52	65	70	95	84	62	60	833
Medication verification	60	71	79	58	48	61	56	75	54	68	70	71	771
Emergency encounters	12	10	11	11	32	4	27	20	4	35	40	34	240
Telephone contacts	56	60	58	40	24	12	34	13	32	25	25	38	417
<b>Medical</b>													
Physician Line	0	0	0	0	0	5	5	0	0	0	0	4	14
Physician Chart reviews	134	129	107	137	126	162	82	72	67	95	106	117	1334
Physician Emergency encounters	6	4	2	7	5	0	0	12	7	9	10	4	66
Mid-level Line	0	0	0	0	0	0	0	0	0	5	0	0	5
Mid-level Chart reviews	0	0	0	0	0	0	0	25	3	25	15	30	98
Emergency encounters	12	0	11	11	0	0	4	6	0	5	4	4	57
<b>Dental</b>													
Dental Screenings	3	4	4	4	3	2	3	4	3	5	2	5	42
Dental Exams	3	2	4	4	3	2	3	4	3	5	2	5	40
Dental Treatment Plans	3	4	4	4	3	2	3	4	3	5	2	5	42
Dental Procedures	3	2	0	1	1	0	0	0	0	0	0	0	7
Dental X-rays	0	2	4	2	0	0	0	0	0	0	1	0	9
<b>Mental Health</b>													
Axis One Diagnoses	0	0	0	0	0	0	0	0	0	0	0	0	0
Psychiatrist Line	50	27	0	39	38	6	3	0	0	0	0	6	169
Psychiatrist Chart Review	4	5	0	2	3	39	34	43	35	57	50	55	327
Mental Health worker encounters	28	27	16	24	22	20	12	30	7	20	10	6	222
Mental Health Chart Review	0	27	16	24	22	20	12	18	10	23	22	4	198
<b>Off Site</b>													
Emergency Room referrals	0	0	1	3	0	1	2	2	4	4	6	1	24
Hospital Admissions	0	0	0	1	0	1	1	0	1	2	0	0	6
Clinic/Outpatient referrals	26	27	16	29	N/A	15	29	24	25	24	26	34	275
Procedures (outpatient surgery, etc.)	0	0	0	0	0	1	0	0	0	0	1	0	2
X-rays	2	2	2	4	2	0	3	4	1	3	1	2	26
Lab	4	2	2	2	2	5	3	8	4	10	7	8	57

<b>Chronic Diseases</b>													
Hypertension/CAD	0	1	1	1	0	0	2	0	0	0	0	0	5
Diabetes	0	1	0	0	0	0	2	0	0	2	2	1	8
Asthma/Pulmonary	4	4	3	5	0	1	4	1	0	0	4	0	26
Seizures	2	2	2	2	0	0	1	1	0	2	2	0	14
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

## Medical Statistical Summary

 Facility Name: **JOHN R. ROACH Juvenile Facility**

 Year: **2014**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Significant Events</b>													
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	24	17	14	18	18	N/A	0	18	15	30	35	30	219
Attempted Suicides	4	5	1	0	0	N/A	0	1	2	2	0	0	15
# successful	0	0	0	0	0	0	0	0	0	0	0	1	1
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
<b>On-site Injuries</b>													
Inmates	0	0	0	0	0	0	0	0	0	0	5	5	10
Staff	0	0	0	0	0	0	0	0	0	0	1	1	2
<b>Infectious Disease</b>													
<b>Tuberculosis</b>													
PPD placed	5	4	5	11	10	10	4	10	7	4	10	4	84
Officer's PPD Placed										79	0	0	79
# +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
<b>HIV</b>													
# tests	1	0	0	1	0	0	1	5	1	3	0	2	14
# + (new)	0	0	0	N/A	0	0	0	0	0	0	0	0	0
<b>Hepatitis A Virus</b>													
# tests	0	0	0	0	0	0	0	2	1	3	1	2	9
# + (acute)	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Hepatitis B Virus</b>													
# tests	0	0	0	0	0	0	0	2	1	3	1	2	9
# +	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Hepatitis C Virus</b>													
# tests	1	0	0	0	0	0	1	3	2	3	1	2	13
# +	0	0	0	0	0	0	0	0	1	1	1	1	4
MSRA	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Sexually Transmitted Diseases</b>													
<b>Gonorrhea</b>													
# tests	3	0	1	1	1	3	1	5	1	7	5	5	33
# +	0	0	0	0	0	2	0	0	0	1	0	2	5
<b>Chlamydia</b>													
# tests	3	0	1	1	1	0	1	5	1	7	5	5	30
# +	2	0	0	0	0	0	0	1	1	3	2	3	12
<b>Syphilis</b>													
# tests	1	0	0	1	0	0	0	5	1	0	0	0	8
# +	0	0	0	0	0	0	0	0	0	0	0	0	0

## Medical Statistical Summary

Facility Name: **JOHN R. ROACH Juvenile Facility**Year: **2014**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>Medications</b>													
# Inmates on Medication-medical	48	61	52	55	106	73	77	85	97	92	91	117	954
# Prescriptions	63	113	85	75	257	132	241	66	244	235	225	395	2131
# Inmates on Medication-psych	20	27	16	23	32	28	90	62	35	33	71	100	537
# Prescriptions	46	59	50	50	67	65	131	58	35	26	60	111	758
# Non-formulary requests	1	1	0	1	6	3	4	0	0	0	0	3	19
# approved	1	1	0	1	6	3	3	0	0	0	0	3	18
# Therapeutic Diets													
Hypertension	0	0	0	0	0	0	0	0	2	0	0	0	2
Diabetic	0	1	0	0	0	0	2	0	0	2	2	1	8
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	0	0	0	0	0	0	2	0	0	0	0	0	2
Food									2	5	5	7	19



National Commission on  
Correctional Health Care

1145 W Diversey Pkwy 773-880-1460 phone  
Chicago, Illinois 773-880-2424 fax  
60614-1318 www.ncchc.org

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APR 07 2014

COLLIN COUNTY  
SHERIFF'S OFFICE

April 1, 2014

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

Dear Sheriff Box:

Congratulations! The National Commission on Correctional Health Care (NCCHC), upon receipt of further documentation, determined that it will continue to accredit Collin County Detention Facility for its compliance with NCCHC's *Standards for Health Services in Jails*. Please find the accreditation report and Certificate of Accreditation enclosed. Your health services administrator will also receive a copy of the accreditation report.

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 2016. If we can be of assistance to you, please feel free to call us at any time.

Sincerely,

Tracey Titus, RN, CCHP  
Manager of Accreditation Services

Enc.

cc: Edward A. Harrison, NCCHC President  
Bill Dell'Accio



ACCREDITATION UPDATE REPORT OF  
THE HEALTH CARE SERVICES AT  
COLLIN COUNTY DETENTION FACILITY

McKinney, TX

**April 1, 2014**

National Commission on Correctional Health Care  
1145 W. Diversey Pkwy.  
Chicago, IL 60614-1318  
(773) 880-1460

Collin County Detention Facility, TX  
 April 1, 2014  
**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.

On April 29-30, 2013 NCCHC conducted its review for continuing accreditation of the Collin County Detention Facility under the NCCHC *2008 Standards for Health Services in Jails*. On June 28, 2013, NCCHC granted continuing accreditation with verification. Subsequently, the RHA has submitted corrective action, which brought the facility into compliance with 97% of applicable essential and 97% of important standards. One essential standard remained not met. 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 28 and November 22, 2013 reports.

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 Standard Not in Compliance

None

Essential Standards Not Applicable

None

There are 32 important standards; 31 are applicable to this facility and 30 (97%) 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 Standard Not in Compliance

J-F-02 Medical Diets

Important Standard Not Applicable

J-C-08 Health Care Liaison

Decision: On April 1, 2014, the Accreditation Committee awarded accreditation to Collin County Detention Facility.

Collin County Detention Facility, TX  
Update Report

3

compliance indicator #4b includes evaluating and reporting on the 2012 process and outcome studies. Evidence of this review was not submitted. The standard is not met.

In January 2014, the RHA submitted the following: Quarterly CQI meeting minutes from December 2013 during which a study problem was identified—consistent return of inmates from specific clinics to the facility infirmary for follow-up (the charge nurse receiving all documentation from the clinical physician, and ensuring all orders are implemented). One instance was found where this had not occurred. Every clinic return to the infirmary was to be tracked between January 1 and January 31, 2014 (35 returns were estimated). The actual study was to be completed by February 7, 2014 and a corrective action plan in place by February 15, 2014.

After subsequent discussions with the RHA, the meeting minutes of March 31, 2014 (including the signed attendance roster), during which the topic was seizure education and clinical outcomes was proposed as an outcome study, were submitted. The RHA noted that as the facility's population includes a significant subpopulation of patients with seizure disorder/history, a study to determine if closer monitoring of seizure patient care and more frequent occurrence of education regarding medication compliance was warranted in an effort to maintain higher medication compliance rates. From April 15-April 29, 2014, this education will be added to the intake medical screening for identified seizure patients, as well as being addressed as usual during the initial chronic care appointment, which occurs within seven days of inmates' admission. This education will include information on the important of medication compliance and the purpose of seizure medications. The director of nursing will review the sample population's medication compliance rating results weekly for four weeks from the individual's booking date. The director of nursing will also be alert for any individuals who exhibit three or more instances of refusing to comply with seizure medications in one week, as reported at each medication pass; these individuals' charts will also be reviewed by the physician assistant or HSA. Seizure disorder patients will also be scheduled for a chronic care follow up appointment with the physician assistant 30 days after the initial chronic care clinic appointment. The RHA will evaluate the effectiveness of this plan of action by monitoring levels of seizure activity (referring to emergency code calls within the facility) as compared to those who only receive seizure education at the initial and follow-up chronic care appointments and who have no direct oversight of their daily seizure medication compliance results. The results of the study will be addressed at the CQI quarterly meeting scheduled for April 24, 2014. A signed attendance sheet for the March 31 meeting was also attached.

The RHA also submitted an evaluation of the 2012 process and outcome studies. **The standard is now met.**

**J-F-02 Medical Diets (I).** At the time of the survey, approximately 35 medical diets were being prepared for patients with specific dietary needs.

However, the medical diet menus are reviewed by a registered dietitian annually, rather than semi-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) evidence that reviews will take place at least every six months; and (b) a copy of the most

# National Commission on Correctional Health Care

## Certificate of Accreditation

Collin County Detention Facility  
McKinney, Texas

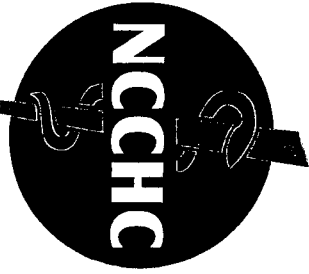
The above named facility is hereby recognized by the National Commission on Correctional Health Care upon recommendation of its Accreditation Committee to have met all the requirements of accreditation under NCCCHC's *Standards for Health Services*.

June 2013

*Carl C. Bell, M.D.*  
Chair, NCCCHC Accreditation Committee

*Joseph W. Deming, M.D., CCHP*  
Chair, NCCCHC Board of Directors

*Thomas J. Harrison*  
President, NCCCHC



# TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR  
Brandon S. Wood



P.O. Box 12985  
Austin, Texas 78711  
Voice: (512) 463-5505  
Fax: (512) 463-3185  
Agency Website: <http://www.tcis.state.tx.us>  
E-mail Address: [Brandon.Wood@tcis.state.tx.us](mailto:Brandon.Wood@tcis.state.tx.us)

RECEIVED

JUL 01 2014

COLLIN COUNTY  
SHERIFF'S OFFICE

June 20, 2014

Sheriff Terry G. Box  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, TX 75071

Dear Sheriff Box,

The Texas Commission on Jail Standards wishes to acknowledge the excellent work of the Collin County Sheriff's Office with a Certificate of Compliance for the Collin County Jail. The most recent inspection of your facility on June 17-20, 2014 by Texas Commission on Jail Standards Inspector Fred St. Amant has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

The Certificate of Compliance demonstrates your outstanding leadership and the diligent work of your staff in complying with minimum jail standards. In addition, this achievement is a direct result of your office's commitment to excellence and is an example of dedication and professionalism in maintaining a safe, secure, and sanitary facility.

Providing the essential budgetary support for jail operations is also imperative to achieving compliance, so let me also congratulate the Collin County Commissioners' Court for their vital support of jail operations.

The citizens of Collin County should be proud of your combined efforts, as is the Texas Commission on Jail Standards.

Best regards,

Brandon S. Wood  
Executive Director

BW/lb

cc: Judge Keith Self, Collin County

Judge Donna S. Klaeger, Burnet, Chair  
Stanley D. Egger, Abilene, Vice Chair  
Irene A. Armendariz, Austin

Allan D. Cain, Carthage  
Jerry W. Lowry, New Caney  
Larry S. May, Sweetwater

Sheriff Gary Painter, Midland  
Dr. Michael M. Seale, M.D., Houston  
Sheriff Dennis D. Wilson, Groesbeck

Mission Statement

To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas.  
The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview.



# Texas Commission on Jail Standards

Collin County Jail

McKinney, Texas

June 17-20, 2014

Date(s) of Inspection

**SUBJECT: INSPECTION REPORT**

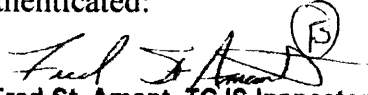
State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

- 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:

  
 Fred St. Amant, TCJS Inspector

Inter-Office Use Only

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](http://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 17-20, 2014

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. <b>Technical assistance provided. During the review the generator test documentation this inspector observed that a weekly test was not completed the week of March 3, 2014. It was determined that the person responsible for testing the generators had taken vacation. Two tests were ran the following week. This Inspector reminded the Administration that a generator test must be run each week and a load test run monthly according to minimum jail standards. The Administration will train another technician in regards to generator testing for the purpose of shift relief to ensure a test is not missed. This Inspector will follow up regarding this matter within 90 days.</b>
265	Admission	Reviewed a random sample of 50 inmate files. Interviewed staff. Reviewed policy.
267	Release	Reviewed a random sample of 50 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. <b>Technical assistance provided. During the review of the inmate classification documentation this Inspector observed that the Administration was not waiting at least 30 days before completing a routine reassessment after the inmate completed his or her disciplinary sentence. The Inspector reminded the Administration that the routine reassessment is to be completed 30 days from the date the reassessment was completed for disciplinary reasons according to minimum jail standards. The Administration stated that they understood and would amend their policy in accordance with minimum jail standards. This Inspector will follow up regarding this matter within 90 days.</b>
273	Health Services	Reviewed a random selection of 50 files. Interviewed staff and inmates. Reviewed training records. Reviewed policy.
275	Supervision	Reviewed a random sample of 100 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.

**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>Charles Adams</u>	Inspector: <u>Fred St. Amant</u> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">ES</span>	
email: <u>cadams@collincountytx.gov</u>		

Last Inspection June 18-20, 2012 Compliant Yes Inspection Date(s) June 17-20, 2014  
 Remedial Order N/A Effect: \_\_\_\_\_

<b>Reportable Incidents</b> <small>(Previous 12 month History)</small>	<b>Fires</b> <u>0</u>	<b>Escapes</b> <u>0</u>	<b>Contract Inmates Housed</b>	
	<b>Deaths</b> <u>1</u>	<b>Walkaway</b> <u>0</u>		FOR _____
	<b>Suicides</b> <u>0</u>	<b>Secured</b> <u>0</u>		USM <u>45</u>
				_____

Date Plans Approved May 21, 2014

1. **Facility Name** Collin County Jail  
 Address 4300 Community Ave., McKinney, Tx Zip Code 75071  
 Phone # (972) 547-5075 Fax # (972) 547-5306  
 Built 1994 Renovated NA Addition NA  
 Type Med/Max Number of Variances 2

Drill Time 2m 14s  
 Facility Capacity 1106  
 Average Daily Population 788  
 Housing Total this Date 812  
 Holding Total this Date 18

2. **Facility Name** Collin County Minimum Security  
 Address 4800 Community Ave., McKinney, Tx Zip Code 75071  
 Phone # (972) 547-5075 Fax # (972) 547-5306  
 Built 2002 Renovated NA Addition NA  
 Type Min Number of Variances 0

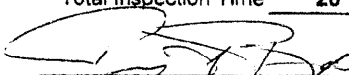
Drill Time 44 secs  
 Facility Capacity 192  
 Average Daily Population 119  
 Housing Total this Date 108  
 Holding Total this Date 0

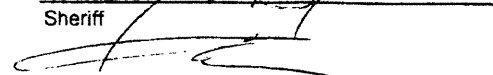
3. **Facility Name** Collin County Courthouse  
 Address 2100 Bloomdale Rd., McKinney, Tx. Zip Code 75071  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Built 2007 Renovated NA Addition NA  
 Type Remote Court Holding Number of Variances 0

Drill Time not tested  
 Facility Capacity 122  
 Average Daily Population varies  
 Housing Total this Date NA  
 Holding Total this Date 0

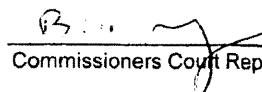
<p><b>Housing Capacity</b> <u>1298</u></p> <table style="width:100%;"> <tr> <th>Cells</th> <th>Capacity</th> </tr> <tr> <td>Sep Cells <u>42</u></td> <td><u>42</u></td> </tr> <tr> <td>Single Cells <u>240</u></td> <td><u>240</u></td> </tr> <tr> <td>M.O. Cells <u>268</u></td> <td><u>536</u></td> </tr> <tr> <td>Dorms <u>8</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>8</u>	<u>480</u>	Neg Press Cells <u>4</u>	<u>4</u>	Medical Cells <u>20</u>	<u>20</u>	<p><b>Holding Capacity</b> <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><b>Construction Security Level</b></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>602</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>602</u>	<p><b>Females</b> <u>138</u> <small>(Female Population Today)</small></p> <p># of Cells <u>48</u>          # of Bunks <u>182</u></p> <p><b>Contract Inmates</b>          100 + Capacity (30% + Non - TX)  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Medium Capacity	<u>210</u>																													
Maximum Capacity	<u>602</u>																													

Population: **Housing** 920 **Hold/Detox/Violent** 18 **Total System Population** 938  
(During Inspection)  
 Total Inspection Time 26 hours **Total Average Daily Population** 907.00

  
 \_\_\_\_\_  
 Sheriff

  
 \_\_\_\_\_  
 Jail Administrator

Interview with Court Representative  Yes  No

  
 \_\_\_\_\_  
 Commissioners Court Representative

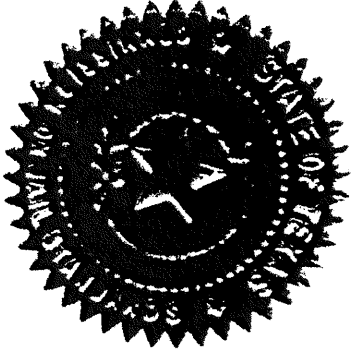


**CERTIFICATE OF COMPLIANCE**  
This is to certify that the  
**COLLIN COUNTY JAIL**

Has been duly inspected on  
June 17-20, 2014

and has been found that date to be in compliance with  
**Texas Minimum Jail Standards**

Under Authority of Government Code,  
Chapter 511, Texas Commission On Jail Standards



*Brandon S. Wood*  
Brandon S. Wood, Executive Director

**Top 25 medications by volume 2014**

	Drug Name	Fills	Orig Qty	Cost
1	ACETAMINOPHEN [TYLENOL] 500MG TAB	37	48,000.00	\$330.72
2	IBUPROFEN (MOTRIN) 200MG TAB	48	42,000.00	\$511.56
3	TRIAMCINOLONE 0.1% CR PLASTIC 0.1%- 80GM	217	27,040.00	\$2,525.27
4	MICONAZOLE ANTIFUNGAL 2% CREAM	367	21,268.00	\$1,344.94
5	ACETAMINOPHEN (TYLENOL) 325MG TAB	18	21,000.00	\$90.09
6	LISINAPRIL(PRINIVIL-ZESTRIL) 20MG TAB	12	19,000.00	\$427.22
7	MULTIVITAMINS TAB	14	18,000.00	\$155.76
8	DIVALPROEX DR(DEPAKOTE) 250MG TAB	31	17,500.00	\$1,316.49
9	AMOXICILLIN (TRIMOX) 500MG CAP	24	16,500.00	\$1,113.99
10	HYDROCORTISONE CRM 1%	362	16,240.00	\$754.00
11	IBUPROFEN (MOTRIN) 600MG TAB	24	16,000.00	\$1,010.70
12	METFORMIN(GLUCOPHAGE) 500MG TAB	14	15,500.00	\$271.47
13	HYDROCERIN (EUCERIN) CRE	30	14,982.00	\$120.12
14	MILK OF MAG (355ML) SUSP	32	14,910.00	\$59.64
15	GUAIFENESIN SF/AF (SILTUSSIN) 100MG/5ML	25	14,663.00	\$104.48
16	GABAPENTIN (NEURONTIN) 300MG CAP	25	14,500.00	\$685.24
17	APAP/CODEINE #3 30-300MG TAB	138	12,480.00	\$1,047.05
18	CTM (CHLORPHENIRAMINE) 4MG TAB	8	12,000.00	\$56.17
19	CLONIDINE (CATAPRES) 0.1MG TAB	15	12,000.00	\$250.32
20	GUAIFENESIN (ROBITUSSIN) 200MG TAB	48	11,200.00	\$359.69
21	HCTZ 25MG TAB	8	11,000.00	\$88.91
22	SERTRALINE (ZOLOFT) 50MG TAB	18	10,000.00	\$391.80
23	BENZOYL PEROXIDE 5% GEL 5% GEL	170	9,512.50	\$338.80
24	ASPIRIN CHEW (SB) 81MG TAB	159	9,504.00	\$153.12
25	CLINDAMYCIN CAP [SB] 150MG CAP	49	8,900.00	\$588.46

**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	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>

Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
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	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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.

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

<b>Social security number</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table>				

<b>Employer identification number</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

<b>Sign Here</b>	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.

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?  Yes  No

Plan Room?  Yes  No

Collin County Web-Site?  Yes  No

Facsimile or email from BidSync?  Yes  No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?  Yes  No

Downloaded from Company Computer?  Yes  No

Requested a Copy from Collin County?  Yes  No

Other

Thank You,

Collin County Purchasing Department



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p style="text-align: center;"><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p style="text-align: center;">This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>	
<p><b>1. Name of person who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p><b>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3. Name of local government officer with whom filer has employment or business relationship.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%; text-align: center; margin: 10px 0;"> <p><b>Name of Officer</b></p> </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 10px;"></div>		





4.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

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:

## Question and Answers for Bid #2015-122 - Services, Inmate Health Care

### Overall Bid Questions

There are no questions associated with this bid.