



Collin County Purchasing

2022-061

Inmate Health Care Medical Services

Issue Date: 6/21/2022

Questions Deadline: 7/18/2022 05:00 PM (CT)

Response Deadline: 7/28/2022 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Hunter Alley Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: halley@co.collin.tx.us

Event Information

Number: 2022-061
Title: Inmate Health Care Medical Services
Type: Request for Proposal - Other
Issue Date: 6/21/2022
Question Deadline: 7/18/2022 05:00 PM (CT)
Response Deadline: 7/28/2022 02:00 PM (CT)
Notes: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for professional services and 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.

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Activities

Mandatory Pre-Proposal Conference & Tour

7/12/2022 9:00:00 AM (CT)

MANDATORY PRE-PROPOSAL ACTIVITIES: A **mandatory pre-proposal conference with mandatory site tours** will be conducted by Collin County on **Tuesday, July 12, 2022 at 9:00 a.m.** at the Collin County Justice Center, located at **4300 Community Avenue, McKinney, Texas, 75071**. The **mandatory site tours** shall be conducted at the following locations, in the sequence below;

Collin County Justice Center, 4300 Community Avenue, McKinney, Texas 75071

Minimum Security, 4800 Community Avenue, McKinney, Texas 75071

Juvenile Detention, 4700 Community Avenue, McKinney, Texas 75071

The **mandatory pre-proposal conference** provides an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information. Participation in the conference is mandatory for any vendor intending to submit a proposal. The site tours are **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. **Please arrive 30 minutes early, to check-in, and receive visitor credentials.** 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.

Bid Attachments

LEGAL NOTICE.doc

Legal Notice

[Download](#)

General_Instructions_Proposals 09.03.21.docx

1.0 General Instructions - Proposal - updated 09.03.21

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

2.0 Terms of Contract - Proposals

[View Online](#)

2022-061 Insurance_Requirements.doc

3.0 Insurance Requirements

[View Online](#)

2022-061 Inmate Health Specifications_MC.CB.AF_FINAL 06.06.2022.docx

4.0 Special Conditions & Specifications

[View Online](#)

ATTACHMENT A HEALTH SERVICES AGREEMENT 2022.docx

Attachment A: Sample Healthcare Services Agreement

[View Online](#)

Attachment B Equipment List_updated.pdf

Attachment B: Equipment List

[View Online](#)

Attachment C Staffing Worksheet.xlsx

Attachment C: Proposed Staffing Plan Worksheet

[View Online](#)

Exhibit A_Current staffing matrix Adult.pdf

Exhibit A: Current Adult Detention & Min Security Staffing Matrix

[View Online](#)**Exhibit B_Current staffing matrix Juvenile.pdf**

Exhibit B: Current Juvenile Center Staffing Matrix

[View Online](#)**Ex C Suggested Staffing - Inmate HC.pdf**

Exhibit C: 2022 Recommended Adult & Min Security Staffing Matrix

[View Online](#)**Ex D Suggested Staffing - Inmate HC.pdf**

Exhibit D: 2022 Recommended Juvenile Center Staff Requirements

[View Online](#)**Exhibit E_Medical Stats Adult 2020.pdf**

Exhibit E: Medical Statistical Summary Adult 2020

[View Online](#)**Exhibit F_Medical Stats Adult 2021.pdf**

Exhibit F: Medical Statistical Summary Adult 2021

[View Online](#)**Exhibit G_Medical Stats Juvenile 2020.pdf**

Exhibit G: Medical Statistical Summary Juvenile 2020

[View Online](#)**Exhibit H_Medical Stats Juvenile 2021.pdf**

Exhibit H: Medical Statistical Summary Juvenile 2021

[View Online](#)**Exhibit I_NCCHC Certificate 08242020.pdf**

Exhibit I: 2020 NCCHC Certificate

[View Online](#)**Exhibit J_2021 Certificate of Compliance.pdf**

Exhibit J: Detention Center & Min Security Texas Commission on Jail Standards Report

[View Online](#)**Exhibit K_TOP MED REPORT2021r1.pdf**

Exhibit K: Top 25 Medications 2021

[View Online](#)**2022-061_Information_Regarding_Conflict_of_Interest_Questionnaire.docx**

Information Regarding Conflict of Interest Questionnaire

[View Online](#)**CIQ_113015.pdf**

Conflict of Interest Questionnaire

[View Online](#)**W-9 rev 2018.pdf**

W-9 Form

[View Online](#)

Requested Attachments

Proposal

(Attachment required)

The proposal shall not include pricing. All pricing shall be submitted in an separate file.

Proposed Staffing Matrix

(Attachment required)

Complete Attachment C: Proposed Staffing Matrix Worksheet

W-9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1 eBid Notice

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

4 Exceptions

Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

5 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

6 Bonding Requirement Acknowledgement

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

7 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

8 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

1
0 **Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

1
1 **Cooperative Contracts**

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 inter-local 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

(Required: Check only one)

1
2 **Preferential Treatment**

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).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
3 **Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1
4 **Immigration and Reform Act**

I 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 by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1
5 **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1
6 **Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

17 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

18 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

19 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. 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 Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If 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 Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

20 Critical Infrastructure Affirmation

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

2
1 **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

2
2 **Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

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

(Response required)

Quantity: 1 UOM: year Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

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

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

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

(Response required)

Quantity: 1 UOM: year Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 State the per diem cost of services per inmate for the Collin County Juvenile Detention Facility when population is over the monthly average.
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 State the per diem cost per inmate for long-term care and / or geriatric services.
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 State an annual not-to-exceed cap in HIV medication expenses.
(Response required)

Quantity: 1 UOM: lump sum Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

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 ionWave Technologies, Inc. (Collin County eBid) 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 addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs received in the Collin 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 RFP/CSP, 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 a RFP or CSP 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 the date specified in the solicitation. 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 Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/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. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP 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 Offerors during the solicitation process is subject to release under the Act.

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

1.23 Interlocal Agreement: Successful Offeror 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A 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.

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 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 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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

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

2.12 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.

2.13 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.

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

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

2.16 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.

2.17 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.

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

2.18.1 Collin County Purchase Order Number;

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

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

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

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 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.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 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.

2.31 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.

2.32 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 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 proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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/Enginner may determine.

2.34.2 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.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

3.0 INSURANCE REQUIREMENTS

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

3.1.1 **Commercial General Liability** insurance 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: \$2,000,000

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/Errors & Omissions 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 Occurrence/Aggregate: \$1,000,000 / \$3,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

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 General Liability, Commercial Automobile Liability, Professional/Errors & Omissions Liability and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General 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 X or higher as assigned by the A.M. 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 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, Local Government 262.030.

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.

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

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. Contractors may, at the discretion of the County, be contacted to submit clarifications or provide additional information. Once request has been made, contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0 including response to each item in Section 6.0.
- Submit completed Attachment C – Proposed Staffing Plan.

Contractors elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposals may earn up to 100 Points based on evaluated criteria. Criteria evaluated in Level 2 include:

Points	Evaluation Criteria
30	Qualifications of the Firm, Comparable Experience (refer to § 7.2)
35	Proposed On-site Staffing, Stability & Retention (refer to § 7.3)
25	Work Plan, Operational Plan, Strategy & Response to Business Requirements (refer to § 7.4 & 7.5)
10	Pricing / Fees (Refer to § 7.7)

It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

Level 3 – Demonstrations and Interviews

Contractors who are elevated to level 3 will have their points combined from level 2 for a maximum of 150 points total.

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.

Points	Evaluation Criteria
25	Demonstration / Interview (optional)
25	Experience and References (refer to § 7.6)

As a part of the references, the County may choose to visit sites where the proposed software is in live production.

Proposals may be re-evaluated based upon Criteria in level 2 and 3.

The county reserves the right to bypass Level 3 in the evaluation process and move directly to Level 4.

LEVEL 4 – BEST AND FINAL OFFER

Contractors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2 through 3.

Based on the result of the Best and Final Offer evaluation, 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 proposals and enter into negotiations with them.

5.0 GENERAL INFORMATION & SPECIFICATIONS

- 5.1 AUTHORIZATION: By order of the Commissioners Court of Collin County, Texas sealed Request for Proposals (RFP) will be received for **RFP 2022-061 Inmate Health Care Medical Services**.
- 5.2 INTENT OF REQUEST FOR PROPOSAL: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for health services and 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.

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. These facilities include 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 interventional, and treatment.

- 5.3 TERM: Provide for a term contract commencing upon award, and continuing for five (5) years, with two (2) optional one (1) year renewal periods.
- 5.4 MANDATORY PRE-PROPOSAL ACTIVITIES: A **mandatory pre-proposal conference with mandatory site tours** will be conducted by Collin County on **Tuesday, July 12, 2022 at 9:00 a.m.** at the Collin County Justice Center, located at **4300 Community Avenue, McKinney, Texas, 75071**. The **mandatory site tours** shall be conducted at the following locations, in the sequence below;

Collin County Justice Center, 4300 Community Avenue, McKinney, Texas 75071

Minimum Security, 4800 Community Avenue, McKinney, Texas 75071

Juvenile Detention, 4700 Community Avenue, McKinney, Texas 75071

The **mandatory pre-proposal conference** provides an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information. Participation in the conference is mandatory for any vendor intending to submit a proposal. The site tours are **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. **Please arrive 30 minutes early, to check-in, and receive visitor credentials.** 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.

- 5.5 POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department, Attn: Hunter Alley at halley@co.collin.tx.us
- 5.6 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.
- 5.7 PRICE REDUCTION: If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.8 COMPLETION/RESPONSE TIME: Contractor shall place product(s) and/or complete services at the County's designated location according to the schedule proposed by contractor in §7.3.

- 5.9 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. The equipment will be delivered to the address identified on the purchase order document.
The equipment furnished by the contractor will be installed at the following locations:
- 5.9.1 Collin County Justice Center - Adult Detention (a/k/a the main jail)
4300 Community Avenue
McKinney, Texas 75071
 - 5.9.2 Collin County Justice Center – Minimum Security
4800 Community Avenue
McKinney, Texas 75071
 - 5.9.3 Juvenile Detention
4700 Community Avenue
McKinney, Texas 75071
- 5.10 FREIGHT / DELIVERY CHARGES: shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharge or other fees shall be invoiced or paid by Collin County.
- 5.11 TESTING: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.
- 5.12 SAMPLES/DEMOS: When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.13 APPROXIMATE VALUE/USAGE: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated annual expenditure is \$10,000,000.
- 5.14 PERFORMANCE BOND / GUARANTY: Within thirty (30) days of contract award, the successful Contractor will file with Collin County a performance bond/guaranty with corporate surety licensed by the Department of Insurance in the State of Texas equal in value to ten (10) percent of the first year's program cost. The performance bond/guaranty shall be effective for the entire contract period.
- 5.15 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.
- 5.16 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 specific section of the RFP if only a particular service is being proposed). Such alternatives may include, for example, catastrophic limits, aggregate cap, modified staffing, etc.
- 5.17 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.
- 5.18 The provider may request an increase or decrease in their pricing & fees every twelve (12) months.
- 5.18.1 Price increases shall not exceed the percentage increase / decrease in the Consumer Price Index, Table 1, Urban Consumers

The provider is to submit a proposal that will be fixed for one (1) year. The provider may request an adjusted rate every twelve (12) months. The Provider may be granted an increase or decrease in their proposal, dependent upon

fluctuations in the Department of Labor Consumer Price Index (CPI) for Medical Care Services, U.S. City Average, 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/. 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.

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.

5.18.2 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 2022 CPI and the May 2023 CPI and become effective in October 2023. If the contract allows for an adjustment after the second year, it would be based on the difference between the May 2023 CPI and the May 2024 CPI and become effective October 2024.

5.19 **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.

5.20 **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.

5.21 **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.

5.22 **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.

5.23 **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.

5.24 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 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.” The Vendor retains the burden to show that any such material meets exceptions from public disclosure, such as the exception for trade secrets under Section 552.110, Gov’t Code. The Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

5.25 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. 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.

5.26 SCHEDULE OF EVENTS:

Request for Proposal released	June 21, 2022
Mandatory Pre-Proposal Conference	July 12, 2022 at 9:00 a.m.
Deadline for submission of vendor questions	July 18, 2022 at 5:00 p.m.
Proposals due	July 28, 2022 at 2:00 p.m.
Vendors notified of selection for presentation (estimated)	August 15, 2022
Award of Contract (estimated)	September 13, 2022
Effective date of Contract (estimated)	October 1, 2022

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

The following attachments are attached:

- Attachment A: Sample Contract
- Attachment B: Equipment List
- Attachment C: Proposed Staffing Plan Worksheet

5.27 The following Exhibits are attached:

- Exhibit A: Current Adult Detention & Min Security Staffing Matrix
- Exhibit B: Current Juvenile Center Staffing Matrix
- Exhibit C: 2022 Recommended Adult & Min Security Staffing Matrix
- Exhibit D: 2022 Recommended Juvenile Center Staff Requirements
- Exhibit E: Medical Statistical Summary Adult 2020
- Exhibit F: Medical Statistical Summary Adult 2021
- Exhibit G: Medical Statistical Summary Juvenile 2020
- Exhibit H: Medical Statistical Summary Juvenile 2021
- Exhibit I: 2020 NCCHC Certificate
- Exhibit J: Detention Center & Min Security Texas Commission on Jail Standards Report
- Exhibit K: Top 25 Medications 2021

6 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's/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 36 for the John R. Roach Juvenile Detention Center.

Areas for Service

6.2 The Collin County Detention Facility is located at 4300 Community Avenue, McKinney, Texas 75071. The County completed the first housing units in 1994 and added units in 2001–02 and 2007. The facility has 1,106 beds, including general-population housing and special-unit housing (SHUs). The facility has a current inmate population of approximately 930 inmates. Infirmary services must be available 24 hours per day, 365 days a year, at this facility. The 2021 average length of stay was an estimated 23 days, with approximately 35–48 intakes per day. Tyler Technologies' Odyssey (Jail Manager) is the jail's records-management system. CorEMR is the medical-records software. The Collin County Minimum Security Facility is located at 4800 Community Avenue, McKinney, Texas 75071. This facility has 192 beds.

- 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
- 24-bed infirmary
- Four designated isolation rooms
- Four designated special watch rooms
- 16 hospital rooms
- Nurses Station
- Clean Linen
- Dirty Utility
- Tub Room
- Two Showers

- Locations of nursing offices are as follows:

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

6.3 The John R. Roach Juvenile Detention Center is located at 4700 Community Blvd. McKinney, Texas 75071. The County completed this facility in January 1999, and it has 144 beds. The facility houses an average population of 36 juveniles. The average number of intakes per day is 3 with an average length of stay of 17 days for pre-adjudication and 6 to 12 months for post-adjudication. Infirmary services must available 24 hours per day, 365 days a year, at this facility. The Provider will establish hours for evening medications disbursement. The Juvenile Department will establish disbursement time.

In addition, the Provider will make nursing staff available to provide emergency services to juveniles enlisted in the Juvenile Justice Alternative Education Program. The JJAEP is located at 4690 Community Avenue, #100, McKinney, Texas 75071. The nursing offices in this facility are in the Infirmary.

The Medical Department

6.4 The Provider will supply a health care staff according to the staffing provisions here. The Medical Director will be responsible for the overall management and direction of the health care services. The Medical Director must be a licensed physician or medical doctor under the standards of the Texas Medical Board. As a responsible health authority, the Health Services Administrator will ensure the organization and delivery of all health care in the facilities.

- The Medical Department will include the following:
 - Administrative Area
 - Three (3) bed infirmary
 - One (1) dental room
 - Two (2) hospital rooms
 - Nurses Station
 - Clean Linen
 - Dirty Utility
 - Showers

6.5 The Provider will use the medical offices at the John R. Roach Juvenile Detention Center whenever possible and whenever appropriate in the performance of its duties under the contract. The Provider will examine and treat any juvenile in segregation or otherwise unable to attend sick call in the juvenile's cell or point of incarceration. The Provider will render emergency care at any location on John R. Roach Juvenile Detention Center property.

6.6 The County agrees to provide the Provider with existing office space and facilities (inclusive of existing office furnishings) and utilities (including local telephone service).

Staffing

6.7 At all times, the Provider's Medical Director will be responsible for the overall management and direction of the services provided by the Provider's health care professionals notwithstanding any independent-contractor relationship with the Provider. All services will be designed to meet the standards set out here.

6.8 The County agrees to provide the Provider with existing office space and facilities (inclusive of existing office furnishings) and utilities (including local telephone service).

Staffing Requirements

6.9 **Staffing Plan.** The Provider must submit a detailed staffing plan and table that show how the Provider will provide the services and meet the standards set out here. The Staffing Plan will include titles, hours scheduled (full time or part time), shifts, and days of the week to demonstrate appropriate clinical coverage throughout the facilities. Full time is 40 hours of work over seven days (a standard week), excluding a minimum 30-minute meal period, unless otherwise specified in the proposal with a rationale acceptable to Collin County. These staffing tables must meet or exceed current authorized staffing levels with regard to the types and number of health professionals by discipline, by shift, and day of week. Staffing levels must adequately reflect the size of the various facilities, inmate populations, intake screening conducted annually, transfer summaries completed, and the comprehensive scope of services available on site. The County must approve any schedule for full-time work that the Provider wants to schedule in fewer than five days in seven (*e.g.*, four 10-hour days per week). The staffing may be a mix of physician and physician-extender staff, including practitioners for medical hours exceeding 40 hours per week. Physician staffing must meet the guidelines and recommendations of the NCCHC Standards for Health Services in Jails.

6.10 In addition, the Provider must complete Attachment C: Proposed Staffing Plan with its proposal for the County's evaluation.

- 6.11 Compensation and Benefits – The Provider alone will determine the compensation and benefits for its personnel. However, the compensation must at least be the substantial equivalent of the average compensation for private-sector medical professionals nationwide, taking into consideration, where appropriate, differing responsibilities, work schedules, workloads, work weeks, and levels of productivity.
- 6.12 The Provider must provide the County a summary of target salaries or salaries by position, salary range for each position with anticipated high and low salary, and the Provider will include a summary of benefits offered. The County's goals are to help attract and maintain highly qualified health care personnel and to maximize the number and types of personnel retained by a new Provider.
- 6.13 The Provider must obtain the County's approval of each individual offered employment for work in the County's facilities throughout the contract's term. The Provider must notify in writing the Jail Administration of when the Provider is offering to pay, or is paying, a person within 10% of the low range of the position's salary range. The Provider must update the compensation range and schedule at least annually and provide the new schedule to the Jail Administration. This target rate shall be established as the payback base rate for each employee, independent contractor and sub-contractor.
- 6.14 The Provider must recruit, interview, hire, train, and supervise all health care personnel to perform services under this contract, and the personnel must be qualified to meet the contract's standards.
- 6.15 All personnel must hold the necessary license from the State of Texas and the appropriate certifications, registrations, or other credentials for the person's position and keep them in good standing. The Provider must monitor each person's license and other credentials and require all personnel to report promptly any loss, restriction, limitation, or change in a license or other credential. The Provider must notify the Jail Administration of any such change within three calendar days of learning about it.
- 6.16 The Provider is responsible for ensuring that all personnel meet all continuing education and training requirements for their licenses and other credentials, including mandatory in-service, annual, or proficiency training and testing.
- 6.17 The Provider will provide medical, technical and support personnel necessary for rendering medical health care services to detained persons in accordance with the Provider's Staffing Plan.
- 6.18 The County will conduct a criminal-history check on all of the Provider's personnel before they receive access to the detention facilities. The County will bear the cost of these checks.
- 6.19 As a condition for access, each of the Provider's staff members who will work inside a detention facility must sign various documents and agreements. These will include agreements related to computer and internet security; confidentiality of medical records; receipt of facility policies and laws (such as the Prison Rape Elimination Act, 34 U.S.C. Chapter 303; 28 CFR Part 115); and confidentiality of information about the detention facilities' security procedures and layout.
- 6.20 The Provider will fill the number of full time equivalents (F.T.E.) used to staff positions in the approved Staffing Plan. Notwithstanding any provision to the contrary or other relief available to the County, the 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 in the next paragraph.
- 6.21 If a vacancy in any full-time position in the approved Staffing Plan persists for 30 consecutive calendar days, then the County will receive a credit from the Provider in the amount equal to the position's monetary cost over the length of the vacancy. The credit's calculation will start on the vacancy's first day and continue until the day before the Provider fills the vacancy. Any vacancy days caused by the County's screening process (*e.g.*, performing a criminal-background check) will not count toward a credit. In addition, if a vacancy in any full-time position in the approved Staffing Plan persists for at least 60 calendar days in a 90-calendar-day period, then the County will receive a credit from the Provider in the amount equal to the position's monetary cost over the vacant days. The calculation will include all days in which the position remained unfilled in the 90 days and each day the vacancy persists after the 90th day. The Provider will pay the amount as a credit in the County's next monthly bill or invoice. The Provider may use an existing staff member, who worked for at least 10 days in the County's facilities in the previous six months, to fill a vacancy under this provision through overtime or comp time for no more than 30 calendar days in any 90-calendar-day period.

- 6.22 The Provider will provide the County with a monthly staffing summary of filled positions with the names of the current employees, their start dates, and their hourly rate. The summary must identify unfilled positions with the date the position became open and the expected date of new hire.
- 6.23 Neither the Provider nor the County will use inmates or inmate workers directly or indirectly to provide health care or health care services. Consistent with NCCHC Standards J-C-06 J-B-04 (section 6.32 (Standards)), the County and the Provider may agree, however, on tasks, such as various cleaning tasks, that inmate workers may perform in medical or infirmary areas.
- 6.24 The Provider must ensure that all its employees are oriented to the health care aspects of the operation of the County's facilities. In its orientation, the Provider must furnish new personnel a written job description and an explanation of the Provider's monitoring and evaluation processes. The Jail Administration and the Director of Juvenile Probation, or their staff, will orient new personnel to the operational and security aspects of the detention facilities.
- 6.25 This contract's primary goal is proper patient care. Therefore, the Provider must use reasonable work schedules and shift assignments, and provide adequate working conditions. The Provider will ensure that personnel working extended shifts, part-time jobs, or voluntary or involuntary overtime or comp time, are not exhausted to a point that might impair judgment or motor skills.

Contracting or Subcontracting

- 6.26 Subject to the listed restrictions (*e.g.*, section 6.27), the Provider may contract or subcontract with others to provide certain services under this contract, such as specialists (*e.g.*, obstetrics or specialists for inmates who need or may need medical detoxification or MAT), laboratory services, radiology services, and medication. The County must approve any such contract before the Provider may incur any costs under the contract.
- 6.27 The Provider may not contract the staff positions of Medical Director; Health Services Administrator; any member of the physician-assistant or nursing staff; any member of the mental-health staff such as psychiatrists, licensed professional counselors, or licensed clinical social worker, or similar qualified mental-health professional; medical or dental staff or assistants; or clerical or other support personnel. The Provider's regular employees must fill these positions on the approved Staffing Plan. The Provider may contract, however, with others temporarily, that is, until a regular employee fills the position. The County may comment on the selection of any particular health care professional under this provision.
- 6.28 The Provider will treat all persons in all aspects of the pre-employment and employment relationship in accordance with federal and state anti-discrimination law, including Title VII (41 U.S.C. §§ 200e *et seq.*), the ADEA (29 U.S.C. §§ 621 *et seq.*), Title I of the ADA (42 U.S.C. §§ 12111–12117), the USERA (38 U.S.C. Chapter 43), and the Texas Labor Code, Chapter 21. The Provider's duty extends to recruiting, hiring, training, promoting, transferring, compensating, and releasing. The Provider also agrees to comply with the federal Employee Polygraph Protection Act of 1988, 29 U.S.C. §§ 2001–2009, as it applies to its employees and contractors or subcontractors. The County may exercise its full authority to use a polygraph, including under the exemption in 29 U.S.C. § 2006.

Satisfaction of the Sheriff and the Director of Juvenile Probation

- 6.29 If the Sheriff or Director of Juvenile Probation becomes dissatisfied with the performance of any individual under this contract, the Sheriff or Director will notify the Provider in writing of the reasons for dissatisfaction. The Provider will use its best efforts to resolve the matter as soon as practicable under the circumstances. The Sheriff or Director may suspend the individual's access to secured areas of the detention facilities during an investigation or attempt to resolve a matter. The Provider will notify the individual of the concerns and the suspension of access. The County or the Provider may investigate, if appropriate, and, after written notice, the individual will receive an opportunity to defend him- or herself and may submit a written statement with supporting materials to the Sheriff or Director. If the Sheriff or Director remains dissatisfied, then the Sheriff or Director may revoke the individual's access to secured areas and notify the Provider. The Sheriff or Director will have the sole discretion to revoke an individual's access, although a revocation may not be arbitrary or capricious. The Sheriff or Director will provide the Provider and the individual with a written statement of the reasons for a revocation.
- 6.30 The Sheriff or Director of Juvenile Probation may revoke the access to county facilities of an employee or other agent of the Provider. If a person asserts a claim against the County for such a revocation and the person bases the claim on the Provider's

conduct or information supplied by the Provider, then the Provider will **defend, indemnify, and hold harmless** the County for the claim and all damages arising from the claim. “Claim” means all types of claims, demands, and disputes (including claims for civil rights, due-process rights, breach of contract, tortious interference, defamation, and protections against discrimination, harassment, or retaliation), and “damages” means all types of damages (including injury to person, reputation, employment or professional prospects, or property; fines or penalties; attorney’s fees; expert costs; litigation or ADR costs; and interest). This section’s rights and duties apply to all claims, violations of rights or interests, damages, and means of causation whether supported by evidence or merely alleged.

Standards

- 6.31 **Medical Director, Health Services Administrator.** The Provider’s Medical Director will be responsible for the overall management and direction of the health care services the Provider furnishes under this contract. As a responsible health authority, the Health Services Administrator must ensure the organization and delivery of all health care in the facilities.
- 6.32 **Standards.** The Provider will design and deliver all health care and other services under this contract to meet all federal and state law related to the care of persons committed to, or detained in, county detention facilities. In addition, the Provider will design and deliver all health care and other services under this contract to meet the National Commission on Correctional Healthcare’s *Standards for Health Services in Jails (2018)* and information NCCCHC publishes (including on its website). NCCCHC’s *Standards* apply throughout. References to individual standards are for particular emphasis and do not diminish the general applicability of the *Standards*. Although not an exhaustive list, the relevant federal and state laws include:
- 6.32.1 Federal constitutional law under cases such as *Estelle v. Gamble*, 429 U.S. 97 (1976), as courts interpret and develop it;
 - 6.32.2 Title II of the ADA, 42 U.S.C. §§ 12131–12165; 28 CFR 35.151(k), 35.152; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, § 794; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; 28 CFR 42.105, 42.204; and PREA’s Disability and LEP Provision, 28 CFR 115.16;
 - 6.32.3 Texas Commission on Jail Standards regulations, such as 37 TAC Chapters 265, 271, 273, 275, and 277;
 - 6.32.4 The Collin County Detention Facility’s Health Services Plan and Mental Disabilities/Suicide Prevention Plan, *see* 37 TAC Chapter 273;
 - 6.32.5 Provisions of the Government Code, including § 511.009 (pregnant inmates, access to health professionals, continuity of prescriptions medication for mental illness), § 511.0098 (inmate health benefits);
 - 6.32.6 The Sandra Bland Act and related regulations, SB 1849, 85 R.S. (2017) (codified, in part, at arts. 16.22–16.23 and 17.032, Code of Criminal Procedure; and § 511.009 and § 539.0051, Gov’t Code); 37 TAC 273.5;
 - 6.32.7 Provisions related to mental health, including Articles 16.22–16.23, Code of Criminal Procedure, Chapters 573 (emergency detention), 574 (court-ordered mental health services), 591–593 (intellectual disability), 611 (mental health records), and 614 (Texas Correctional Office on Offenders with Medical or Mental Impairments), Health & Safety Code; and Chapter 46B, Code of Criminal Procedure;
 - 6.32.8 Provisions related to pregnant persons, including Sections 511.0104–511.0105, 511.009(a)(14), Government Code; Section 301 of the FIRST STEP Act, 18 U.S.C. § 4322; Section 351.048, Local Government Code; and 37 TAC 271.1(a)(3), 273.2(5), (15);
 - 6.32.9 Section 613 of the FIRST STEP Act, 18 U.S.C. § 5043 (compliance with limitations on juvenile solitary confinement in circumstances where the limits apply);
 - 6.32.10 EMTALA, 42 U.S.C. § 1395dd (fit-for-confinement work; medical records in appropriate transfers);
 - 6.32.11 Financial provisions, including the Indigent Health Care and Treatment Act, Health & Safety Code, Chapter 61; Article 104.002, Code of Criminal Procedure; and Section 511.0098, Government Code;
 - 6.32.12 Texas Juvenile Justice Department regulations, including 37 TAC Chapter 343 (secure juvenile correctional facilities), Chapter 351 (short-term detention facilities), and Chapter 353 (substance use disorder treatment); and
 - 6.32.13 Privacy provisions, including the HIPAA Privacy Rule, 45 CFR Part 164, Subpart E; the Medical Records Privacy Act, Health & Safety Code, Chapter 181; and the Mental Health Records Act, Health & Safety Code, Chapter 611.
- 6.33 **Juvenile Care.** The health care and medical care system 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 the care available in the community.
- 6.34 **The County’s Responsibilities.** The County will provide facilities, supplies, and services for persons who receive health care in a clinical area of a county detention facility according to the law. The County will generally provide the same range and level of

supplies and services to patients as it provides to non-clinical detained persons. These supplies and services will include, but will not be limited to, building and facility areas and maintenance, dietary services, facility clothing and foot wear, personal hygiene supplies and services, and linen supplies. *See, e.g.,* Gov't Code, § 511.009(a)(20); 37 TAC Chapters 277 and 281. The County will not be responsible for daily house cleaning services of the health care areas. The Provider will be responsible for daily house cleaning services of health care areas and may use inmate workers for cleaning when they are available.

6.35 Health Services Affecting Security; Cooperation. As this RFP sets out, the Provider will be responsible for providing health services under this contract at the applicable standards, and the Sheriff, the Director of Juvenile Probation, and their staffs will be responsible for the secure and efficient operation of county detention facilities. Some of the Provider's health services will affect security operations, including:

- security for drugs, medication, syringes, needles, and hazardous waste (37 TAC 273.2(6)–(8));
- alcohol and drug medical detoxification (section 6.111);
- MAT (section 6.112);
- identification, care and treatment of residents with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical handicaps, persons with a communicable disease (*e.g.*, tuberculosis), including a sexually transmitted disease (*e.g.*, HIV), 37 TAC 271.1;
- suicide prevention, 37 TAC 273.5;
- restraint of persons, 37 TAC 273.6 (section 6.118); and
- identification and care of persons suffering from any mental illness, intellectual or developmental disability, disease or injury, and persons who present a risk of harm to themselves or others (section 6.49 (At-Risk Persons), sections 6.55–6.58 (Screening and the Sandra Bland Act), sections 6.59, 6.60, 6.65 (Examinations and Initial Comprehensive Evaluation)).

In providing these services, the Provider will remain solely responsible for the health and medical decisions, and the Sheriff and the Director of Juvenile Probation will remain responsible for the security and other operational decisions. The parties will reasonably cooperate with each other in the performance of their responsibilities under this contract. The Sheriff and the Director of Juvenile Probation may approve the Provider's policies and procedures in as much as they may affect or relate to the secure or efficient operation of the detention facilities.

6.36 Accreditation. The Collin County Adult Detention Facility and Minimum Security Facility have maintained an NCCHC accreditation for years (last renewed August 24, 2020). The County and the Provider will maintain this accreditation. The County will be responsible for the facility and security portions of the accreditation, and the Provider will be responsible for the health care portions. In case of a lapse in the accreditation, the parties will cooperate to attain accreditation as expeditiously as possible. A party's responsibility here includes bearing the cost of improving any substandard facility, security, or medical portion as necessary to regain an accreditation.

6.37 Definitions. "The County" means Collin County and its elected and appointed officials, officers, employees, attorneys, agents other than the Provider and its contractors, as well as its insurance carriers. "The Provider" means the vendor and its officers, employees, attorneys, agents, and insurance carriers. "Health care" is a broad term and includes all types of medical, mental health, dental, eye, nursing, counseling, pharmacy, disability-accommodation, and other types of care discussed in this RFP, as well as health dimensions of classification and housing decisions. "Person," "detained person," "pregnant person," "inmate," and similar terms mean a person legally or physically in the County's custody, including adults and juveniles (sections 6.39–6.40 (Persons to be Served)). A "county detention facility" includes any county-owned or -operated facility for the detention of persons, including the Collin County Adult Detention Facility, the Minimum Security Facility, and the John R. Roach Juvenile Detention Center, and the detention facility or cells in the county courthouse. "LifePath Systems" means the County's local behavioral or mental health authority (LBHA or LMHA).

6.38 Current Editions. References to statutes, regulations or TCJS standards, or industry standards, such as NCCHC's *Standards for Health Services in Jails (2018)*, refer to current editions as the relevant authorities amend or supplement the statutes, regulations, or standards during the contract's term.

Persons to be Served

6.39 **Detained Persons.** The Provider will care for the population of persons in the physical custody of the Collin County Detention Facility, including the Minimum Security Facility, or Juvenile Detention Center. This population includes:

- a person in custody under a commitment issued by a magistrate, *see, e.g.*, Code of Criminal Procedure, arts. 2.18, 17.27, 16.20–16.21,
- a person in custody under a commitment or other order under the Juvenile Justice Code, Family Code, Chapters 51–65,
- a person in custody for mental health care under a commitment or order for this purpose, *see, e.g.*, Code of Criminal Procedure, art. 16.22(a)(3) or Chapter 46B,
- a person serving confinement in a county detention facility as part of community supervision under a court order, *see, e.g.*, Code of Criminal Procedure, art. 42A.302,
- a person in the secure area of an admissions or intake area of a county facility pending a magistration under, *e.g.*, Articles 2.17–2.18, 15.17 and 17.028, Code of Criminal Procedure,
- a person in the secure area of county facility, who is not free to leave, after a magistration and before the person procures security, gives bail, and is released under Articles 17.26–17.29, Code of Criminal Procedure, or released under another provision of the Code (including Article 16.22(c)(5), (c-2), and (d)(1) and Article 17.032),
- a person in custody under a commitment who is working, even outside the security perimeter of a county detention facility, as part of the SCORE or VALOR Program under the supervision of detention staff, *see, e.g.*, 37 TAC 289.4,
- a person housed in a Collin County detention facility under an interlocal agreement (Gov’t Code, Chapter 791) or intergovernmental services agreement (*e.g.*, a federal detainee) with Collin County, including a person falling under Article 104.002(a), (b), (c), Code of Criminal Procedure, or Section 351.043 or 351.044, Local Gov’t Code,
- a person who falls within one of the above categories and is sent to a facility outside a county facility for care or treatment (including a person arrested by another agency and who is in the hospital as a result of the arrest, as long as a magistrate issues a commitment, *see* Tex. Att’y Gen. Op. No. JC-0312 (2000)), and
- a person on or engaged in a work-release program and who spends each night in a county detention facility.

For purposes of calculating the population of detained persons under this contract, persons in these categories will be included in the daily population count.

Adults and Juveniles. Throughout this RFP, the terms “person,” “detained person,” “pregnant person,” “person to be served,” “patient,” and “inmate” refer to both adults and juveniles.

Duration. The Provider’s responsibility to serve these persons will frequently begin with a person’s commitment to a county detention facility, but the responsibility also extends to a person detained in a secure area of a facility *and* who receives a commitment from a magistrate (*e.g.*, in a magistration under Article 15.17 and Chapter 17, Code of Criminal Procedure). *See* Tex. Att’y Gen. Op. No. JM-0151 (1984). The responsibility continues during a person’s confinement, including during transport for care outside a county facility, and it includes persons in transit within the meaning of 37 TAC 271.1(8). The responsibility ends with the discharge or release of a person from custody or the transfer of the person to another agency, including the state or another jurisdiction. The Provider’s responsibility extends to maintaining continuity of care in appropriate circumstances such as transports and changes of custody, including transfers of a person to and from the state mental health system. The Provider will reasonably cooperate with county staff in providing health care in connection with the transfer to and from the Texas Department of Criminal Justice or the Texas Department of Juvenile Justice under county policy.

6.40 **Exclusions.** This contract does not address health care of a person who is on work release, community supervision, or an off-work-hours sentence and suffers an injury or otherwise becomes in need of health care while outside of a county detention facility. *See, e.g.*, Code of Criminal Procedure, arts. 42.031, 42.033, 42.034. The contract does not address health care of persons confined

outside a county detention facility. *See, e.g., id.* arts. 42.035 (electronic monitoring, house arrest), 42.036 (community service). The contract does not address the health care of a person committed to a county detention facility but incarcerated in a facility owned or operated by another.

Supplies and Equipment

- 6.41 The Provider warrants and represents to the 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 the Provider to perform its obligation hereunder. The Provider will be responsible for providing all office and medical supplies required to deliver medical care, as defined in this RFP, to detained persons.
- 6.42 The Provider will be responsible for all 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.
- 6.43 The Provider will be responsible for repairing and maintaining all provider-owned equipment.
- 6.44 The Provider will provide at its own expense a minimum of the following:
- Staff
 - Uniforms, Laundry
 - All PCs and software, copiers, scanners, printers (including toner and paper), and portable storage devices (*e.g.*, thumb drives and portable or external hard drives)
 - 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
- 6.45 The County's equipment will be available for use by the Provider. Once the equipment is determined unserviceable, the County will not replace it and the Provider will furnish its own equipment. (See Attachment B equipment list)
- 6.45.1 The Provider will repair or replace all equipment, with a value under \$6,000, necessary to maintain the level of care required by this contract and NCCHC standards.
- 6.45.2 The Provider must have equipment repaired or replaced within seven calendar days of a piece falling below operational standards.
- 6.45.3 The County will repair or replace all equipment, with a value over \$6,000, necessary to maintain the level of care required by this contract and NCCHC standards.
- 6.45.4 The parties must agree to all changes in equipment, instruments, and medical supplies.
- 6.46 The Provider will detail how the County will assume ownership of all equipment and supplies upon this contract's termination.

Services

Distinction: Medical Decisions vs. Security and Other Decisions

- 6.47 **Medicine.** The Provider will be responsible for the overall management and direction of the health services it provides, and it will design and deliver all health care and other services in compliance with the standards set out here. The Provider will be solely responsible for all medical decisions in delivering these services. The County’s detention and other staff will follow physicians’ medical instructions. *See* 37 TAC 273.3.
- 6.48 **Security.** The Sheriff, the Director of Juvenile Probation, and their staffs will be responsible for the secure and efficient operation of county detention facilities and related functions, such as transports of detained persons. They will be solely responsible for all security decisions. The Provider will comply with county security policies and their security instructions.
- 6.49 **At-Risk Persons.** The Provider will have primary, but not exclusive, responsibility to identify detained persons who may be at-risk, especially on medical or psychiatric grounds, and to care for such persons. The Sheriff, Director of Juvenile Probation, and their staffs will identify at-risk persons on the grounds of the results of searches and preparing and maintaining files with offense information, criminal-history-record information, and disciplinary information. *See, e.g.,* 37 TAC 265.2, 265.4, 269.1, 271.1. The Sheriff, Director, and their staffs will fulfill their obligations towards such persons, including by observation during holding and observation under the Sheriff’s Health Services Plan and Mental Disabilities/Suicide Prevention Plan. *See, e.g.,* 37 TAC 265.3, 273.2, 273.5, 275.1. The Sheriff, Director, and their staff may refer detained persons to the Provider for assessment as being at-risk based, for example, on a person’s behavior. “At-risk” here means posing a risk of harm to self or others. The Provider may recommend that detention or other county staff take certain security or other non-medical measures, including transferring a person to a facility outside a county facility, on medical or psychiatric grounds. The Provider will be solely responsible for all health care and medical decisions for at-risk persons and county staff for security decisions.
- 6.50 **Other County Personnel.** Other county personnel, including those in Collin County Health Services, LifePath Systems, and the Mental Health Coordinator’s Department, will have primary responsibility for decisions falling in their official areas. But they may not overrule the Provider’s medical decisions or instructions.
- 6.51 **Cooperation.** The Provider and the County will use best efforts to cooperate and support one another on matters of mixed medical and security concerns.

General

- 6.52 The Provider will be the sole provider of health care in the County’s detention facilities and will be responsible for delivering all health and medical care to persons detained in the facilities. “Health care” and “medical care” mean care for detained persons’ serious medical needs through the provision of the type and range of services set out here, in the Health Services Plan, *see* 37 TAC 273.2, and in the National Commission on Correctional Health Care’s standards for health services in jails, including physical, psychiatric, psychological, dental, eye, and other care. The Provider is responsible for caring for Persons to be Served (sections 6.39–6.40). The Provider will have sole responsibility for all aspects of health care for detained persons, including diagnosis, treatment, distribution of medication, and recordkeeping.
- 6.53 The Provider will provide regular and continual health and medical care and related administrative services for persons detained in a county facility. This RFP lists the services, and they will include programs for preliminary screening for persons arriving at a county facility and a comprehensive health evaluation of persons committed to a facility. They will include regular sick call, nursing coverage, regular on-site physician visits, infirmary care, mental health care, assessments for care needed outside a county facility, medical specialty services, emergency and acute medical care, disability-law-compliance services, eye care, juvenile care, testing and laboratory services, radiology services, dental services, ophthalmology services, ob-gyn services, and auditory services. The Provider will provide reasonable consulting services, health education, CPR training, and first-aid training. The Provider will maintain a pharmacy and formularies as appropriate. The Provider will also provide related administrative services, including records, reports to the County, utilization review, a quality-assurance program, and medical-records management.
- 6.54 **County’s Expansion.** This contract addresses the provision of services in county facilities that are operational as of the contract’s start date. It does not address services in the new infirmary or other facilities under the County’s expansion plans.

Screening and Admission

Screening (Fit for Confinement)

- 6.55 The Provider will assess each person brought by a peace officer to a county detention facility as fit for confinement in the county jail or as unstable and in need of a medical screening exam (MSE) at an emergency department. A person may be unstable and

not fit for confinement for a medical (*e.g.*, pain, bleeding, trauma, BAC \geq 0.30, or complaints of chest pain) or psychiatric (*e.g.*, altered mental status, extreme agitation, or catatonia) reason. The Provider must complete this assessment before detention staff admit a person behind the facility's interlock.

- 6.56 The Provider will communicate with an emergency department or other facility to facilitate an MSE and to obtain medical information and records about any person the department or facility determines is fit for confinement in a county detention facility.

The Sandra Bland Act

- 6.57 The Provider will work with detention and LBHA or LMHA staff to timely identify persons brought to a county detention facility for possible mental illness or intellectual or developmental disability or risk of suicide (including using the TCJS forms¹), and to comply with Articles 16.22–16.23 and 17.032, Code of Criminal Procedure. The Provider will provide necessary medical care and observation to such persons pending a decision by a magistrate under Article 16.22. The Provider will timely perform a mental-health assessment and provide a report under Article 16.22, according to a magistrate's order and county policy (which may have shorter time limits than 16.22). The Provider will assist detention staff in complying with the facility's Health Services Plan and Mental Disabilities and Suicide Prevention Plan. *See* 37 TAC Chapter 273.

- 6.58 The Provider will provide a copy of all mental health assessments to the County's Mental Health Coordinator or other person designated by a magistrate. The Provider will use the Texas Correctional Office on Offenders with Medical or Mental Impairments' form entitled, "Collection of Information Form for Mental Illness and Intellectual Disability." *See* Code of Criminal Procedure, art. 16.22(a)(1)(B); Health & Safety Code, § 614.0032. An assessment will include a description of the procedures used in the interview and collection of other information. An assessment will include the expert's observations and findings pertaining to: (1) whether the person has a mental illness or an intellectual or developmental disability; (2) whether clinical evidence supports a belief that the person may be incompetent to stand trial or should undergo a complete competency exam; and (3) any recommended treatment or service. An assessment will include a note on whether a person's condition is chronic or whether the person's ability to function independently will deteriorate if the person does not receive treatment.

The Provider will supply with County Mental Health Coordinator a copy of records obtained or a brief description of efforts to obtain records. The goal is for the Provider to assist the County, including a magistrate, in complying with its Health Services Plan for persons suffering from mental illness or an intellectual or developmental disability and Articles 16.22 and 17.032, Code of Criminal Procedure. If medically appropriate or necessary to comply with these standards, the Provider's psychiatrist will examine a detained person within 72 hours of the person's booking.

Examinations, Medical Records, and Health Tags

- 6.59 Within 24 hours of a person's arrival at a county facility, the Provider will screen each person for basic health and ability information to aid in compliance with classification, housing, disability, and accommodation standards (*e.g.*, hearing, eyesight, literacy, ability to use a keyboard, need for a wheelchair or foreign-language services). *See, e.g.*, 37 TAC 271.1, 273.5; PREA, 28 CFR 115.41–115.43; Rehabilitation Act, Section 504; ADA, Title II; Civil Rights Act of 1964, Title VI. The screening will also look for information relevant to assessing a person's ability to understand legal proceedings or assist an attorney, or indicating that the County may need to assist or accommodate the person in a specific way. The Provider will complete a Special Authorization Form (a/k/a a lower-level-lower-bunk form) for each person detained.

- 6.60 Within 24 hours of a person's arrival at a county facility, the Provider will perform a preliminary health evaluation for each person. At a minimum, the preliminary health evaluation will include:

- Documentation of current illnesses and health problems, including medications prescribed and taken, and special health requirements;

¹ See Texas Comm'n on Jail Standards, Screening Form for Suicide and Medical/Mental/Developmental Impairments (Oct. 2015), <https://www.tcjs.state.tx.us/mental-health/> (downloads form); Instructions for the TCJS Screening Form (2019), https://www.tcjs.state.tx.us/wp-content/uploads/2019/08/Instructions-Suicide_Medical_and_Mental_Impairments_Form-1.pdf; TCJS, Mental Illness Assessment Magistrate Written Notification Form (updated Sept. 1, 2017), https://www.txcourts.gov/media/1438901/sb_1326-assessment-form.pdf.

- Documentation of behavior, including state of consciousness, mental status, and whether the person is under the influence of alcohol or drugs;
- Notation of body deformities, trauma markings, bruises, ease of movement;
- Notation of skin conditions, including infestations;
- Screening for tuberculosis, venereal disease and HIV, as well as urinalysis, as appropriate;
- Referral of the person for special housing, disability accommodation, or other medical or similar care or evaluation; and
- Testing under 37 TAC 271.1(c) (needs and qualifications assessment).

6.61 Within 24 hours of a person's arrival at a county facility, the Provider will create a medical record; conduct continuity-of-care inquiries on CorEMR and in hospital records, if any; obtain continuity-of-care information from detention staff, who will check TLETS and other systems; and add health tags to each person's medical record. *See, e.g., 37 TAC 265.5, 273.4, 273.5(c) (CCQ).* The Provider will complete a standard form with the observations and results of the preliminary health evaluation and include it in the person's medical record.

6.62 Detention staff will routinely observe persons detained in detoxification cells or violent cells, *e.g., 37 TAC 265.3*, and the Provider will assist with medical care as needed.

6.63 The Provider will use qualified medical personnel to perform these services, and the Provider will have a minimum of one Licensed Vocational Nurse (LVN) in the Admissions area 24 hours a day.

Housing

Initial Comprehensive Evaluation

6.64 The Provider will perform a comprehensive health evaluation on each person confined in a county detention facility for longer than 72 hours within 14 calendar days of the person's commitment. *See, e.g., 37 TAC 271.1(b)(2), (3).* A qualified medical professional must perform the exam, and the Provider must have at least one full-time Registered Nurse (RN) to conduct and ensure that these evaluations are timely completed.

6.65 At a minimum, the comprehensive health evaluation will include:

- Additional data necessary to complete a standard history and physical;
- Tuberculosis and syphilis testing;
- Additional testing, as clinically indicated and by a physician's order, as follows:
 - Complete Blood Count (CBC);
 - Urinalysis by dipstick procedure;
 - Smooth Muscle Antibody (SMA) 12;
 - For females, the collection of a culture for gonorrhea, and a Pap smear on all females 25 years of age or older;
 - Electrocardiogram (EKG) for all inmates 35 years or older;
 - Human Immunodeficiency Virus (HIV) testing;
- Additional lab work as directed by a 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; and
- Height, weight, pulse, blood pressure and temperature; and
- (Females) 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.

6.66 **Physician Review.** A physician will review any positive or abnormal test results or findings for appropriate disposition. The Medical Director or a physician designed by the director will review the preliminary and comprehensive health evaluations and issue instructions for appropriate care, accommodation, or other follow-up.

6.67 **Physician Care, Rounds, and Coverage.** At a minimum, the Provider will assign a responsible physician make rounds daily in the jail and provide to detained persons the level of care that is generally available in the community. A physician will be on-site

at a county detention facility, including the juvenile facilities, according to the schedule in the Provider's approved Staffing Plan or services proposal. The Provider may employ or contract with such physicians.

- 6.68 **Sick Call.** The Provider will hold regularly scheduled sick call in medical areas daily, Monday through Friday, excluding county-recognized holidays. *See, e.g., 37 TAC 273.2(1).* If a person's custody status or health condition precludes attendance at a sick call, the Provider will provide services at the point of confinement.
- 6.69 **Health Care Requests.** The Provider will also provide services related to health care requests consistent with NCCHC Standards J-E-07 and J-E-08. If a request describes a clinical symptom, the individual must be seen in a face-to-face sick call within 24 hours on weekdays and no longer than 72 hours on the weekend. Triage of a request for health care attention should include a review of the person's health record. The Provider will also provide access and services consistent with 37 TAC 273.2(13), (14) (telehealth).
- 6.70 **Prescription Medication.** The Provider will provide procedures for the review and distribution of prescriptions and prescription medication in accordance with written instructions from a physician and procedures for the control, distribution, and secure storage of prescription and over-the-counter medications. *See 37 TAC 273.2(7), (8), (12); NCCHC Standard J-D-01.* The Provider will provide the related services in section 6.101 (Continuation of Prescription Medication; Medication for Mental Health).
- 6.71 **Emergency Care.** The Provider will provide on-site emergency and first-aid care necessary for the assessment, triage, and care of detained persons, county staff, and guests or visitors to a county detention facility. The Provider will not separately charge for this care, even where provided to county staff, guests, or visitors.
- 6.72 **Dental Care.** The Provider will provide a dental program with basic services, including extractions and fillings, consistent with NCCHC Standard J-E-06 (Oral Care) and 37 TAC 273.2(2). The Provider will make emergency dental services available 24 hours a day. The Provider will provide a dental screening to each person within 14 calendar days of a person's commitment. A screening will include a dental history, a chart of missing, decayed, and filled teeth, and maintenance of a dental record in the person's medical records. The Provider will conduct an annual dental examination of each detained person. The Provider will serve juveniles in the County's juvenile facilities.
- 6.73 **OB/GYN and Pregnancy Care.** The Provider will provide obstetrical and gynecological care, as well as care for pregnant persons, that includes counseling, health care, nutrition, special housing, assessments for appropriate work assignments, use of restraints and related documentation, and assessments for placing a pregnant person in administrative separation. The Provider will provide total prenatal medical care to all pregnant persons. *See 37 TAC 273.2(5), (15); NCCHC Standard J-F-05.* The County will provide personal hygiene supplies under 37 TAC 277.11.
- 6.74 **Evaluation and Care for Work and Other Programs.** The Provider will conduct a physical or other medically appropriate exam or evaluation of detained persons to determine their fitness for participation in a voluntary work program or other program. *See 37 TAC 271.1(c), 289.1.* The Provider will periodically reevaluate such persons to monitor their continued fitness for such participation. *See NCCHC Standard J-B-04 (Medical Surveillance of Inmate Workers).*
- 6.75 **Preventive Services.** The Provider will plan and administer clinical preventive services according to NCCHC Standard J-B-03.
- 6.76 **Eye Care.** The Provider will identify detained persons who require a visit to, or care from, an optometrist, an ophthalmologist, or other eye-care specialist, and the Provider will provide a person with one basic pair of prescription eyeglasses. The Provider will identify outside eye-care providers as part of its referral work (section 6.86 (Specialty Care) and section 6.87 (Health Care Outside a County Facility)). The County will transport such persons and pay outside providers under sections 6.88 (Transportation) and sections 6.123–6.135 (Financial Responsibilities).
- 6.77 **Care Related to Activities of Daily Living, Long-Term Care.** The Provider will provide services related to activities of daily living for detained persons who need such care. These services will include monitoring a person's needs and assisting persons with eating, bathing, dressing, and using the restroom, as well as moving a person from a bed or chair to a wheelchair and back or to an exam table or similar location and back. These services will also include long-term, convalescent, and care necessary for disabled persons. *See, e.g., 37 TAC 273.2(4).*

- 6.78 **Follow-Up Care.** The Provider will provide all necessary or medically appropriate follow-up assessment and care, including for problems identified by screening or laboratory or other tests. Follow-up care includes in-patient or outpatient care or hospitalization, prescription and monitoring of medication, and consultation with physicians or other specialists. For example, follow-up care for a positive TB test includes x-rays, sputum testing, INH treatment and hospitalization, if necessary. Follow-up care includes appropriate care and treatment of persons testing positive for HIV. The Provider will conduct T-cell testing as clinically indicated.
- 6.79 **Annual or Periodic Examinations.** The Provider will devise and administer a program of annual or periodic exams for detained persons according to factors such as age and health risks. *See* NCCHC Standard J-B-03; 37 TAC 273.2(10).
- 6.80 **Compliance with Disability Law.** The Provider will examine and evaluate detained persons for disabilities, and the Provider will assist the County in evaluating and devising accommodations or proposed accommodations. *See* ADA, title II; Rehabilitation Act, Section 504; the Civil Rights Act of 1964, Title VI; PREA's Disability Provision, 28 CFR 115.16.
- 6.81 **Care for the Chronically and Terminally Ill.** The Provider will provide health care for persons with a chronic disease, special needs, or a terminal illness under NCCHC Standards J-F-01, J-F-07; *see* 37 TAC 273.2(4).
- 6.82 **Communicable Diseases.** In addition to the testing and other services for tuberculosis, syphilis, gonorrhea, and HIV, listed above, the Provider will provide a program for identifying, testing, and treating detained persons for communicable diseases significant in a correctional setting, including TB, sexually transmitted diseases, hepatitis B, hepatitis C, and MRSA (methicillin-resistant *Staphylococcus aureus*). The program will comply with NCCHC Standard J-B-02 and 37 TAC 265.12, and treatment options will include segregation and compelled medication.
- 6.83 **Response to Assault.** The Provider will provide health care for victims of assault under NCCHC Standard J-F-06. *See also* 28 CFR 115.81–115.83 (PREA). These services will include education for detained persons and detention staff, training of detention staff, screening of persons who may be the victim of assault, and medical evaluation and recordkeeping related to responding to assault, including a referral for a SANE exam outside a county facility.
- 6.84 **Continuity of Care.** With respect to the health care and services the Provider provides under this contract, the Provider will also provide the related continuity-of-care services consistent with NCCHC Standard J-E-09. These will include care and services for persons in transit within the meaning of 37 TAC 271.1(8) and for persons falling under Chapter 46B, Code of Criminal Procedure (*e.g.*, Articles 46B.086(a), (b) (continuity-of-care plans) and 46B.0825 (medication while in Sheriff's custody; 37 TAC Chapter 159 (local applications)) or Chapter 614, Health and Safety Code (local applications)).
- 6.85 **Informed Consent, the Right to Refuse Health Care, Compelled Medication.** The Provider will propose policies and procedures related to the right of persons to refuse health care in accordance with informed-consent standards. *See* 37 TAC 273.2(9); NCCHC Standard J-G-05. Because compelled medication, segregation, or other measures are sometimes medically appropriate in a county jail (*e.g.*, communicable diseases or certain psychiatric care), the Provider's proposal should include policies and procedures addressing these matters as well. *See, e.g.*, Health & Safety Code, §§ 574.101–574.106; *id.* §§ 592.151–592.156; Code of Criminal Procedure, art. 46B.086; *Washington v. Harper*, 494 U.S. 210 (1990); *McCormick v. Stalder*, 105 F.3d 1059 (5th Cir. 1997) (TB); *Stokes v. Porretto*, No. G-04-0596, 2006 U.S. Dist. LEXIS 71060 (S.D. Tex. Sept. 29, 2006) (stomach pump to prevent harm, not gather evidence); Tex. Att'y Gen. Op. No. GA-0042 (2003) (opining that a detained person has no right to choose a specific medical provider).
- 6.86 **Specialty Care.** The Provider will provide such specialty medical services (*e.g.*, diagnostic, radiological, laboratory, or other imaging or testing services) necessary for diagnosing or treating a detained person. If the Provider is unable to provide such a service inside a county facility, then the Provider will arrange for outside care under section 6.87 (Health Care Outside a County Facility).
- 6.87 **Health Care Outside a County Facility.** The Provider will identify detained persons who need care outside a county facility for (1) outpatient or inpatient hospitalization, (2) emergency or non-emergency health care, and (3) other specialized care. *See, e.g.*, 37 TAC 273.2(2). Detained persons may need various types of services outside a county facility, such as dialysis, MRI, radiology, or other imaging services, a specialist (*e.g.*, optometrist, ophthalmologist, cardiologist, orthopedist, obstetrician-gynecologist, and oncologist), dental services beyond those available in a county facility, in-patient or outpatient procedures or surgery, or orthopedic rehabilitation. The Provider will also arrange for necessary ambulance services for persons who need emergency care

outside a county facility or who need transportation by ambulance. The Provider's Medical Director or designated physician will determine whether such care is necessary or medically appropriate. The County will have no role in these medical decisions. *See, e.g., 37 TAC 273.3; Occupations Code, § 155.001.* The Provider will schedule and coordinate outside care with the relevant provider (section 6.129 (Outside Health Care Providers and Suppliers)). As the Medical Director or physician may determine, county detention or other county staff may transport a person for care outside a county facility. When the Provider determines that a person needs care outside of a county facility, the Provider will use best efforts to send the person to a provider who has a contract for such care with the County.

6.88 **Transportation.** Apart from the ambulance and transportation provisions in section 6.87 (Health Care Outside a County Facility), the Provider and the County will jointly set policies and procedures addressing the transport of persons outside a county facility within 60 days of this contract's start date. The Sheriff or Director of Juvenile Probation may approve or amend these, except as to authority for medical decisions. The Provider and the County will reasonably cooperate on all transport matters, including ensuring that a transport to a mental health facility or residential care facility complies with Article 46.04, Code of Criminal Procedure. The Provider and the County will reasonably cooperate to ensure that a transport of a person for competency proceedings complies with the relevant law, *e.g., Code of Criminal Procedure, arts. 46B.075, 46B.078, 46B.0805, 46B.082, 46B.084, 46B.114, and 46B.117,* including the administration of medication while a person is in the Sheriff's custody, 46B.0825 (along with billing information under 46B.0825(b)).

6.89 **Wound Care.** A Provider may propose a program for the care of wounds, including acute and chronic wounds, in detained persons where the Provider's staff would provide the care in a county facility. Such a proposal should address types of wounds covered (*e.g., one or more of vascular wounds, pressure wounds, diabetic neuropathic wounds, subdermal infections, stab wounds, lacerations, abscesses, and others*); screening, monitoring, and care procedures for covered types of wounds; documentation of treatment and condition; and wound-care supplies to be maintained in the detention facility. A program may include an arrangement where the Provider's medical staff would provide patient information and photographs to an outside provider (*e.g., a telehealth or tele-medical capability*), and outside specialists would design individualized treatment plans that the Provider's staff would administer inside a county detention facility. A program should include technical information, and the Provider will confer with County IT on technical aspects. A program should also identify the types of wounds and conditions that would require health care outside a county facility under sections 6.86–6.87 (Specialty Care) (Health Care Outside a County Facility).

6.90 **Cooperation.** The Provider and the County will reasonably cooperate to facilitate the Provider in performing under this contract and the County in safely and efficiently providing governmental services, including operating safe and secure detention facilities. Reasonable cooperation will include planning, communicating, exchanging information and records, designing policies and procedures, and acting in a coordinated fashion so that each party can meet its responsibilities. Factors for gauging "reasonable cooperation" will include the health or medical risks to persons, the number of persons affected, costs, and legal requirements or restrictions. Consistent with sections 6.47–6.48 (Medicine) (Security), the Provider will have authority over medical decisions and instructions, and the County will have authority over security decisions. Either party may propose changes in policies or procedures, or new programs or services, to the other. "The County" here will include the County's various offices and departments, including the Sheriff's Office, Juvenile Probation, County Health Care Services, the Public Health Director, the Chief Mental Health Managed Counsel Attorney (Chief MHMC Attorney) or Mental Health Coordinator, County IT Dept., and LifePath Systems (the LBHA (local behavioral health authority) or LMHA (local mental health authority)).

6.91 **Discharge Care.** The Provider will provide services to support the transfer, release, or discharge of a detained person consistent with NCCHC Standards J-E-03 and J-E-10 and state law. *See, e.g., 37 TAC 273.4(c) (Texas Uniform Health Status Update form), 273.4(d) (TB reporting); Code of Criminal Procedure, art. 42.09 (TDCJ) and Chapter 46B (competency); 26 TAC 306.201–306.207 (discharge planning from a SMHF and an LBHA or LMHA).*

Juvenile Health Care

6.92 **Location.** The John R. Roach Juvenile Detention Center is located at 4700 Community Blvd. McKinney, Texas 75070.

6.93 **Care in a Juvenile Facility.** The Provider will use the medical offices at the John R. Roach Juvenile Detention Center whenever possible and medically appropriate in its performance under this contract. The Provider will examine and treat a juvenile in segregation or who is otherwise unable to attend sick call in the juvenile's place of confinement. The Provider will render emergency or critical care at any location on property of the John R. Roach Juvenile Detention Center. The Provider will set up and maintain a dental suite in the juvenile facility.

- 6.94 **Additional Standards.** In addition to complying with the other standards set out here, the Provider will comply with the standards at 37 TAC Chapters 341–385 (Juvenile Justice Dept.), including 37 TAC 351.13 (health care services in a short-term detention facility).
- 6.95 **Juveniles and Restraints.** In addition to complying with the other standards related to restraints, the Provider will comply with the restraint standards at 37 TAC 351.40–351.48 with respect to juveniles.
- 6.96 **Additional Periodic Examinations.** The Provider will devise and administer a program of annual or periodic exams for juveniles who have spent an extended period in custody in a county detention facility. Such an exam should include the tests and steps covered in an initial screening (sections 6.59–6.60 (Examinations, Medical Records, and Health Tags)) and an initial comprehensive evaluation (sections 6.65–6.66 (Initial Comprehensive Evaluation) (Physician Review)), as well as other measures determined by the Provider’s Medical Director or responsible physician. “Extended period” here means 52 weeks of aggregate confinement in 14 months or less. The Provider will provide these services to such a juvenile periodically until the person is discharged or released from custody in a county facility.
- 6.97 **Exams on Request.** At the request of a county staff member, the Provider will communicate with and, where appropriate, examine, a juvenile experiencing non-emergency or non-acute distress. The Provider must provide this service within 24 hours’ notice by county staff. The Provider will treat emergencies immediately.
- 6.98 **Juveniles and Outside Care.** The Provider will schedule and arrange for the admission of any juvenile who requires hospitalization or other care outside a county facility under section 6.87 (Health Care Outside a County Facility). The Provider’s Medical Director or other designated physician will decide whether such care is necessary or medically appropriate. The County will have no role in these decisions.

Mental Health Care

- 6.99 **Initial Screening, Sandra Bland Act, CCQ.** The Provider will provide initial screening and related work (sections 6.55–6.56 (Screening (Fit for Confinement))), services related to the Sandra Bland Act (sections 6.57–6.58), and the services related to examinations and records (sections 6.59–6.63), including the associated mental-health services.
- 6.100 **Psychiatric Care and Counseling.** The Provider will identify the need for, and schedule and coordinate, on-site psychiatric, psychological, counseling, and similar services to persons detained in a county facility. These services will include:
- providing licensed practical counselors or similarly qualified mental health professionals to be available to detained persons according to NCCHC standards and the Provider’s approved Staffing Plan;
 - providing a psychiatrist on site in the main jail or other county facility according to NCCHC standards and the Provider’s approved Staffing Plan;
 - providing a psychiatrist on call or available 24/7 for an emergency in a county facility according to the Provider’s approved Staffing Plan (This psychiatrist may be the on-site psychiatrist or a covering psychiatrist.); and
 - providing supplemental telehealth or telemental-health services to meet the County’s obligations under Section 511.009(a)(19), Gov’t Code, and 37 TAC 273.2(13), (14).

The Jail Administrator or Director of Juvenile Probation must approve the technological or other aspects of all mental-health services to ensure that they are consistent with safe and efficient detention operations.

At-Risk Persons. Consistent with section 6.49 (At-Risk Persons), the on-site or on-call psychiatrist or covering psychiatrist will be responsible for examining and treating a person the Provider refers, and the Provider will so refer any person who presents a danger to self or others. As noted in section 6.118 (Restraint of Persons), in consultation with detention or other county staff, the Provider will also provide services related to the restraint of persons.

- 6.101 **Continuation of Prescription Medication; Medication for Mental Health.** Within 24 hours of a detained person’s assignment to a housing unit in a county facility, the Provider will review the prescription medication the person was taking when taken into custody and any outstanding prescriptions. If the person suffers from a mental illness, or intellectual or developmental disability,

then the Provider will provide each prescription medication that a qualified medical professional determines is necessary for the person's care, treatment, or stabilization. *See* Gov't Code, § 511.009(d); 37 TAC 273.2(12).

6.102 Psychoactive Medication. The Provider will prescribe and administer medication, including psychoactive medication and emergency medication, to detained persons:

- in psychiatric emergency or behavioral emergency (NCCHC Standard J-G-03),
- for non-emergency care when clinically indicated and compliant with the standard of care and law,
- as part of competency restoration under Chapter 46B, Code of Criminal Procedure,
- as part of continuing a prescription or providing mental health medication (section 6.101 (Continuation of Prescription Medication; Medication for Mental Health)), and
- as part of treatment authorized by a statute allowing involuntary use of such medication.

A psychiatrist will be responsible for prescribing and titrating all psychiatric medications used in a county facility. The Provider will provide additional and related services, including examinations, evaluations, monitoring, follow-up care, information, and reports, for applications and work related to the provision of these listed services or other services as the law allows. *See, e.g.*, Code of Criminal Procedure, Chapter 46B; Health & Safety Code, Chapters 573, 574, 592, or 614 (where applicable to work in a county facility). The Provider will reasonably coordinate and cooperate with the County's Mental Health Coordinator in providing such services.

The Provider may propose a plan or program to use long-acting injectables in a county detention facility.

The Provider and the County will cooperate to design, implement, and administer policies and procedures related to the right of persons to refuse mental health care in accordance with informed-consent standards. *See* 37 TAC 273.2(9); *cf.* 28 CFR 549.40–549.46. Consistent with section 6.85 (Informed Consent, the Right to Refuse Care, Compelled Medication), these policies and procedures should address compelled medication, segregation, and similar measures.

The terms here will have the meanings under current law and standards of care. *See, e.g.*, Health & Safety Code, § 574.101(3), § 592.151(3); 25 TAC 414.403(10), 415.3(14) (psychoactive medication); Health & Safety Code, § 574.103(b), § 592.152(a); 25 TAC 415.8 (emergency use); 25 TAC 415.253(11) (emergency medication); 25 TAC 414.403(9), 415.3(12) (psychiatric emergency); 25 TAC 415.253(2) (behavioral emergency); 25 TAC 414.403(11) (refusal); Health & Safety Code, §§ 574.101–574.106, §§ 592.151–592.156; Code of Criminal Procedure, art. 46B.086 (involuntary administration of medication); 25 TAC 415.253(3) (monitoring).

6.103 Competency Restoration. The Provider will reasonably cooperate with competency-restoration services provided to detained persons under Chapter 46B, Code of Criminal Procedure. Generally, the Provider's responsibilities will consist of providing information related to competency to the County's Mental Health Coordinator or other appropriate persons that the Provider acquires in assessing, examining, or caring for detained persons, administering medication, providing other care, and keeping related records. *See, e.g.*, CCP, arts. 46B.024 (examples of relevant information), 46B.0755(a) (evidence of competency restoration), 46B.0825 (medication), 46B.021(d), 46B.076(a) (records).

6.104 Referrals to the State Mental Health System. The Provider will refer detained persons to the State's mental health system as medically and legally appropriate. The Provider will document the reasons for a referral and provide related information and records, including those necessary to maintain the continuity of care during a transfer. Such records include a relevant medical and psychiatric history, the Texas Uniform Health Status Update, medication records, and a psychiatric discharge summary. If a transfer occurs upon the person's discharge from a county detention facility, then the Provider will ensure that the person's prescription for psychiatric medication covers at least 30 days from the date of discharge at the person's pharmacy and the person's expense.

6.105 Jail-Based Competency Restoration. Other than the Provider's duty to cooperate with competency-restoration services, this contract does not address a formal jail-based competency-restoration program. If the County begins such a program, *see, e.g.*, CCP art. 46B.091(b); 26 TAC §§ 307.101–307.131, the County may solicit a proposal from the Provider (or others) for any appropriate amendments or additions to this contract.

- 6.106 **Mental Health Court or Specialty Courts.** With regard to persons detained in a county detention facility, the Provider will reasonably cooperate with the provision of services to such a person in accordance with an order from a court, including a specialty court. *See, e.g.,* Gov't Code, Chapters 121–141. Such cooperation will generally consist of providing information to the County's Mental Health Coordinator or a health provider associated with a specialty court, or providing medication to a detained person.
- 6.107 **Emergency Detentions.** The Provider will examine and assess a detained person in connection with an effort by a peace officer or magistrate judge to detain a person without warrant or under an emergency detention order under Chapter 573, Health & Safety Code. The County's Mental Health Coordinator may request such assistance from the Provider.
- 6.108 **County Mental Health Coordinator and Other County Personnel.** In connection with the provision of all mental health and related services for the County, the Provider will promptly and reasonably comprehensively communicate with the County's Mental Health Coordinator about the provision of all such services for a detained person, including diagnoses, treatment, medication status, and changes in status. In addition, the Provider will reasonably cooperate with LifePath Systems (LBHA), in providing mental health care. LifePath may assign qualified mental health professionals to work inside the main jail, including performing some work under the Sandra Bland Act, and the Provider's Staffing Plan and services proposal should address coordinating with LifePath.
- 6.109 **Outside Care.** If the Provider determines that a person needs mental health care outside of a county detention facility, then the Provider will arrange for such care consistent with section 6.87 (Health Care Outside a County Facility).
- 6.110 **Records.** The Provider's responsibilities to provide mental health care will include all related recordkeeping responsibilities, including records necessary for a person's discharge or transfer. *See, e.g.,* 37 TAC 273.4; Code of Criminal Procedure, art. 16.22, Chapter 46B; Health & Safety Code, Chapters 181, 573, 574, 592, 614.

Detoxification and MAT

- 6.111 The Provider will provide, or arrange for a contractor to provide, a medical detoxification program for detained persons who suffer from substance use disorder or substance abuse. The Provider or contractor will administer the program only in county detention facilities. "Substance" here includes prescription medication, illicit drugs, and alcohol.
- 6.112 The Provider will provide a jail-based medication-assisted treatment (MAT) program for detained persons. The Program must cover (1) a pregnant person, (2) a person coming to a county detention facility with an MAT plan prescribed by a physician or other health care provider, and (3) a person under a court order for MAT (*e.g.,* Code of Criminal Procedure, art. 42A.402) *and* who has a commitment for confinement in a county facility. The goals include complying with NCCHC's MAT standards, including J-F-04 and J-F-05, and Title II of the ADA, *see, e.g., Smith v. Aroostook County*, 376 F. Supp.3d 146 (D. Me. 2019), *aff'd*, 922 F.3d 41 (1st Cir. 2019).

Drugs, Pharmacy, and Formularies

- 6.113 The Provider will provide a pharmacy for both prescription and over-the-counter medications for the County's detention facilities. Pharmacy services will include all prescribing, filling, dispensing, and recordkeeping services. A responsible physician or psychiatrist will prescribe all prescription medication, and licensed personnel will dispense and administer all medication. These services will include reviewing each detained person's prescription medication and continuing prescribed medication and medication necessary to care for, treat, or stabilize a person with mental illness. *See* Gov't Code, § 511.009(d); 37 TAC 273.2(12). Pharmacy services will be available 24 hours per day, 365 days per year.
- 6.114 The Provider will be responsible for the costs of all drugs administered with no bill backs.
- 6.115 The Provider will store all medication, controlled substances, syringes, needles, and surgical and medical instruments in a secured area acceptable to the Sheriff or Director of Juvenile Probation and that meets TCJS or other state standards. The Provider will comply with NCCHC or AMA guidelines for storing and handling medications. The Provider will use a liquid-unit drug-dosage system as necessary or clinically indicated.
- 6.116 To the greatest extent possible, the Provider will provide drug formularies for detained persons and establish a common pool to ensure continuity of care for persons with mental illness. The Provider should not coordinate formularies in a way that restricts the availability of medications.

6.117 In the absence of a common drug formulary, the Provider should obtain expedited treatment authorization for off-formulary medication necessary to ensure psychiatric stabilization and continuity of care for detained persons.

Restraint of Persons

6.118 A psychiatrist will be present in county detention facilities as required by the Provider's Staffing Plan, and an on-site, on-call, or covering psychiatrist will evaluate and treat any detained person referred by the Provider. The Provider will refer any person who presents a danger to self or others. The Provider will decide whether a medical or psychiatric reason justifies restraining a person, including a pregnant person, on a restraint bed or restraint chair (*e.g.*, a SPAR Chair), in a WRAP or similar restraint, or in a violent cell. The Provider's responsibilities will include determining whether the use of restraints is appropriate for the person's health and safety, assessing or determining the least-restrictive means of restraint, continuing the use of restraints, providing medical care to restrained persons, discontinuing restraints, and reporting on the use of restraints. The Provider will reasonably cooperate in observing restrained persons as required. *See, e.g.*, 37 TAC 273.6, 271.1(10), 259.140; 18 U.S.C. § 4322 (federal detainees); Gov't Code, §§ 511.0104–511.0105; 37 TAC 269.50–269.53 (reporting on restraints of pregnant persons).

Consulting

6.119 The Provider will provide reasonable consulting services to the County. The County may request advice or guidance on meeting its obligations to provide health care for detained persons; its Health Services Plan and Mental Disabilities and Suicide Prevention Plan (37 TAC Chapter 273); the performance of this contract; and safe, effective, and efficient ways to meet new or emerging standards or best practices in correctional care. The County may also request advice or guidance on proposals, health care planning, new programs, architectural or engineering plans, staffing for existing and planned facilities, and pharmacy goods and services.

Training and Education

6.120 The Provider will propose reasonable training and educational programs appropriate for county personnel, the Provider's staff, and detained persons. Programs for county personnel should cover CPR, signs and symptoms of mental illness or intellectual or developmental disability, suicide risk (37 TAC 273.5(a)(1)), signs of labor (37 TAC 273.2(15)), and responses to medical emergencies. Programs for county personnel and the Provider's staff should include training related to the delivery of services under this contract and the improvement of care in county facilities. As to detained persons, the Provider will supply information to meet NCCHC Standard J-E-01 (Information on Health Services) and similar standards. During this contract's term, the Provider will periodically provide training and education programs as it proposed. As to county staff and detained persons, the Provider will also provide information for PREA training. *See* 28 CFR 115.31–115.33. The Sheriff or Director of Juvenile Probation may also request a program on a topic.

Quality Assurance

6.121 The Provider will provide an on-going quality-assurance program consistent with NCCHC Standard J-A-06. The program will include regularly scheduled audits of health care in county facilities, with documentation of deficiencies and plans for their correction. The program will cover program and contract monitoring (peer review) by an outside consultant at least annually. The Provider and County will agree to the consultant. The consultant will provide its report to the Sheriff, the Director of Juvenile Probation, the County's Public Health Director, and the Provider's Medical Director and Health Services Administrator. The Provider will bear all costs for this annual review.

6.122 Consistent with NCCHC Standard J-A-10, the Provider will provide a grievance procedure for detained persons, including the Provider's response to grievances. The Provider will set out its policy and procedures for responding to and defending allegations or claims related to health care provided under this contract. The Provider will provide current copies of these policies and procedures to the Sheriff and Director of Juvenile Probation.

Financial Responsibilities

- 6.123 **General.** In general, the Provider will be financially responsible for the cost of all health care provided inside a county facility. In addition to the Provider's contract fee, the County will be financially responsible for the cost of all health care provided outside a county facility and all specialty care and services provided under a contract with the County. The Provider and the County will be responsible for care provided only to persons in the County's physical or legal custody (see sections 6.39–6.40 (Persons to be Served)).
- 6.124 **Scope of Provider's Responsibilities.** The Provider will be responsible for the cost of providing all health care services to the population of persons detained in a county facility. The Provider will be responsible for the costs of intake medical screening, physician care, nursing, counseling services, mental-health care, dental care, laboratory services, radiology services, routine medical services, regular sick call, nursing coverage, routine on-site physician visits, infirmary care, chronic-care clinic, on-site emergency medical care, clinical labs, EKGs, waste disposal, on-site equipment, routine medical and office supplies, and health-education-and-training services. "Dental care" will include the set up and maintenance of a dental suite in the juvenile facility. The Provider will be responsible for the costs of operating a pharmacy or formulary and related services, including medical detox, MAT, psychiatric-emergency services, stabilization services, and competency-related services. The Provider will be responsible for the cost of managing and administering the health care system, including the costs of maintaining medical records, submitting reports to the County, accreditation fees and costs, a performance bond, utilization review, and a quality-assurance program. The Provider will be responsible for the costs of all drugs administered, with no bill backs.
- 6.125 **Exclusions.** Neither the County nor the Provider will be financially responsible for elective or experimental care. "Elective care" here means medical care, which if not provided, would not in the Medical Director's opinion, cause the deterioration of a person's health or cause definite harm to the person's mental or physical well-being. The Provider will not be responsible for inpatient hospitalization costs for a person transferred to the State's mental health system. This contract does not address the cost of care provided to persons committed to a county detention facility but incarcerated in a facility owned or operated by another. The Provider will not be financially responsible for a person released or discharged from Collin County's legal or physical custody, such as a person remanded or transferred to another agency's or facility's custody. The Provider will not be responsible for the costs of off-site health care, hospitalization, medical specialty services provided under contract with the County (whether provided inside a county facility or off-site), radiology services provided under contract with the County, or transportation services. The Provider will not be responsible for the costs of emergency off-site medical or hospital care for an injury sustained by a person during an arrest. Neither the Provider nor the County will be responsible for expenses associated with newborn care or for abortions that are not medically indicated.
- 6.126 **Provider's Fee.** The Provider's regular fee will include the costs of providing the services under this agreement. The Provider's regular fee should include routine consulting under section 6.119 (Consulting) and the provision of the training and educational programs proposed under section 6.120 (Training and Education). If the County seeks to consult on a particularly difficult or risky matter or asks for a training or educational program beyond the Provider's proposal, then the Provider may propose a separate fee for such work.
- 6.127 **The County's Financial Responsibilities.** The County will be financially responsible for the Provider's fee and for the cost of all health care provided outside a county facility and all specialty care and services provided under a contract with the County. These costs may include all outside medical costs, including inpatient and outpatient hospital costs, specialty medical costs, laboratory services, radiology services, emergency-room visits, prosthetic devices, and ambulance services.
- 6.128 **Savings from the Provider's Networks, Associations, and Buying Power.** The Provider's proposal should include a description of how its networks and associations with providers and suppliers and its buying power can generate savings while maintaining the quality of care.
- 6.129 **Outside Health Care Providers and Suppliers.** The Provider will be initially responsible for identifying potential outside providers and suppliers, and for obtaining information about services, terms of care, costs, billing, and other contract terms from potential providers or suppliers. The Provider will coordinate with Collin County Health Care Services and the Public Health Director on the selection of outside providers and suppliers and acceptable service and contract terms. Unless the County chooses to do so in a specific case, the Provider will negotiate a contract with an outside provider or supplier. Collin County Health Care Services or the Public Health Director may direct the selection of a particular provider or supplier and must approve the terms of service and costs. The Provider and Collin County Health Services will reasonably cooperate to assemble and maintain a list of approved outside providers of health care and suppliers of health equipment or supplies.

6.130 **Benefit Information.** The Provider and detention or other county staff will reasonably cooperate in gathering relevant information from or about a detained person, including health-benefits and county-of-residence information. *See, e.g.,* Gov't Code, § 511.0098; Health & Safety Code, §§ 61.003–61.006; Code of Criminal Procedure, art. 104.002(d). If the Provider has information that a person or source other than the County or the Provider may cover or pay for medical services for a detained person, then the Provider will furnish this information to any outside provider who cares for the person and to Collin County Health Care Services and the Public Health Director. This sort of third-party source includes worker's compensation, ERISA, or similar employment-based coverage or insurance; commercial or ACA medical insurance; Medicare; Medicaid, TRICARE or other military-related coverage or insurance; and other federal, state, local, or private coverage, insurance, or benefits. The Provider will submit to the County's Public Health Director a written report of all such third-party sources at least monthly.

6.131 **Administration.** For all costs for which the County is responsible, including care provided outside a county facility, the Provider will gather all bills and invoices. The Provider will ensure that all bills or invoices reflect all adjustments and credits from all eligible and available sources, and the Provider will verify all billings and calculations of costs for care, including institutional charges, physician charges, laboratory and diagnostic charges, and all other charges. The Provider will routinely submit all final bills and related paperwork to Collin County Health Services or the Public Health Director. The County will directly pay outside providers. The County will not be responsible for deductibles or non-allowed charges by any insurance company or third-party source.

6.132 **Cost and Billing for Hospitalizations.** Under section 6.86 (Specialty Care) and section 6.87 (Health Care Outside a County Facility), the Provider will arrange for the hospitalization of any detained person who, in the Medical Director's opinion, requires hospitalization. Hospital billings will include all costs for such hospitalizations and related care, including all costs for an injury or illness, including re-occurrences and follow-up care, that require hospitalization or other care outside a county facility. Hospital billings will include all outside medical costs, including inpatient and outpatient medically necessary hospital costs, specialty medical costs, laboratory services, radiology services, emergency-room visits, prosthetic devices, and ambulance services.

The Provider will be responsible for insuring that all hospital bills, invoices, and related documents reflect all adjustments and reimbursements from all sources, including those listed under Texas law. The Provider's Administrator will verify the calculation of all bills and verify them. The Provider will forward all final billings and related paperwork to the Collin County Health Care Services Administrator and the Public Health Director. The County will be the payer of last resort on all hospital billings and will pay the hospital directly. The County will not be responsible for payment of any deductibles or non-allowed charges from an insurance company. The County will pay for Medicaid-allowed procedures at Medicaid rates.

6.133 **County's Rights to Benefits or Reimbursement.** The County, or the LMHA or LBHA, may file for any insurance or other coverage, or reimbursement benefits, as it deems appropriate for health services. *See, e.g.,* Gov't Code, § 511.0098; Code of Criminal Procedure, art. 102.004(d); Tex. Att'y Gen. Op. No. GA-0534 (2007); Tex. Att'y Gen. Op. No. DM-0413 (1996). The County will be entitled to a credit of 100% of all benefits recovered. If a third-party source pays the Provider any such benefits or reimbursements, the Provider will credit the County 100% of such amounts on the next regular billing statement.

6.134 **Payments.** The Provider will compensate all outside providers in accordance with the rules, regulations, and payment schedules published by the Texas Department of Human Services (TDHS), including those promulgated in connection with the County Indigent Health Care Program.

6.135 **Payer of Last Resort.** The County will be the payer of last resort. In general, the County will pay for services under the Indigent Health Care and Treatment Act, which may be at rates no more than Medicaid rates or rates published by the Texas Department of Human Services. The Provider and the County will reasonably cooperate to ensure that the County meets its obligations to pay for outside health care under applicable law. *See, e.g.,* Indigent Health Care and Treatment Act, Health & Safety Code, Chapter 61; Code of Criminal Procedure, art. 104.002; Local Gov't Code, § 351.044; Tex. Att'y Gen. Op. No. DM-0225 (1993).

Duties to Defend, Indemnify, and Hold Harmless, and Related Duties

6.136 **Scope.** The Provider will **defend, indemnify, and hold the County harmless** for all claims and damages arising from, or related to, the alleged acts or omissions of the Provider or its employees, agents, or contractors.

The County is engaging the Provider to provide health care for persons detained in a county detention facility. Under this provision, the Provider will be responsible for defending its performance under this contract, including claims for denial of medical care to pretrial detainees or persons convicted of a crime; violations of constitutional provisions, including the Eighth and Fourteenth Amendments; and related tort claims, including medical malpractice and claims under a tort claims act. The Provider will be responsible for the costs of investigating and defending all claims and allegations; all liability and damages; and otherwise holding the County harmless for all costs arising out of the Provider's alleged acts or omissions.

The County will be responsible for any claims and damages arising from the acts or omissions of its officials, officers, employees, or agents other than the Provider. The Provider will be responsible for any claims and damages arising from the acts or omissions of its employees or contractors, including claims based on such acts or omissions asserted against the County.

6.137 **Notice and Request for Defense.** Upon receiving or learning of a claim, the County will timely notify the Provider and request a defense. The County will forward the Provider a copy of any complaint, petition, or other written notice or documentation of a claim. The County may also notify the Provider of potential claims. The County's notice and request alone will trigger the Provider's duties under this provision.

6.138 **Acknowledgement.** Within 15 calendar days of receiving the County's notice and request, the Provider will accept the defense and acknowledge its responsibilities here. The Provider will also furnish the County with the relevant claim or file number or other identifying information and information for the County's attorney to submit billing for attorney's fees and related expenses.

6.139 **Cooperation.** The County and the Provider will reasonably cooperate in the investigation and defense of claims. The parties will assess each case for the advisability of entering a joint defense agreement.

6.140 **Communication and Evidence.** The County and the Provider will reasonably communicate with one another about all claims, litigation or other proceedings to resolve claims, and settlement negotiations, if any. Subject to others' privacy rights or other legal restrictions, each party will give the other reasonable access to and copies of evidence, including files, records, data, paperwork, and video and audio recordings. They will give one another reasonable access to interview employees and other persons under their authority.

6.141 **Choice of Attorneys.** The Provider alone may select and direct the attorney who represents the Provider.

The County alone may select and direct the attorney who represents the County and defends claims against the County. The County's attorney may directly bill the Provider for all attorney's fees and costs, which are associated with the County's defense. The Provider will pay the attorney's bills within 45 days after the date the attorney submits the bill. The County's attorney will provide legal services in accordance with generally accepted billing practices and will seek to comply with, but is not obligated to follow, the Provider's billing guidelines.

The Provider's obligations under this provision do not confer authority for the Provider to direct the County's attorney in representing the County or defending a claim. The Provider's disagreement with the County's legal strategy or defense of claims will not constitute a ground to slow or reduce the payment of the County's attorney.

6.142 **Negotiations and Settlement.** The parties will reasonably cooperate and participate in negotiations and settlement discussions. Although the parties will timely discuss and share all settlement proposals, offers, and counters before a final decision, the County will have final settlement and all other authority over all claims asserted against the County.

6.143 **Duration.** The Provider will defend, indemnify, and hold the County harmless for all claims and damages arising from the alleged acts or omissions of the Provider or its employees, agents, or contractors. The Provider's duties will continue until the County determines that the claims against the County have been fully and finally resolved.

6.144 **Enforcement.** If the Provider does not timely acknowledge, accept, and start to perform its responsibilities under this provision after the County's notice and request, or if the Provider does not timely pay two or more bills of the County's attorney, then the

County or its attorney may bring a claim for all costs of enforcement and collection. “Costs of enforcement and collection” will include all past amounts owed and new attorney’s fees, expert fees, litigation or ADR fees and costs, and other enforcement and collection costs.

6.145 Definitions.

“Acts or omissions” means all types of acts or omissions, including those that constitute deliberate indifference; mistake or error; inadvertence; negligence; gross negligence; malice; intentional, negligent, or innocent misrepresentation; breach of contract; or other actionable conduct.

“Claims or damages” means all types of claims, requests, demands, and disputes whether arising under constitutional, tort, or contract law. “All liability and damages” means all types of damages arising from a claim, including compensatory damages and exemplary or punitive damages. They include damages for personal injuries, damage to real or personal property, statutory or regulatory damages, fines, or penalties; attorney’s fees, expert costs, and litigation or ADR costs; and all forms of interest. [role of a judgment or other determination of liability]

“Receiving or learning of a claim” means any method by which the County learns of a claim or potential claim. The County may receive or learn by obtaining (1) a request for medical records, (2) a complaint or grievance about health care (37 TAC 283.3), (3) a notice to appear with medical records, (4) a subpoena for medical records, (5) a complaint or petition, or (6) a notice under a tort claims act or other law. A person may request information by the Public Information Act, Gov’t Code, Chapter 552, or other means. A person may submit a claim or grievance to the county jail or to the Texas Commission on Jail Standards. A person or a person’s attorney may serve a notice or subpoena in connection with a civil or criminal case. A “complaint” and a “petition” includes pre-suit and filed papers, and “notice” includes notice required by a tort claims act or other law.

“The County” means Collin County and its elected and appointed officials, officers, employees, attorneys, and agents other than the Provider and its contractors, and the County’s insurers.

6.146 This provision’s rights, duties, an restrictions apply at all stages of a dispute, proceeding, or lawsuit, including at the outset of the assertion of a claim, including a lawsuit’s initial filing or pleading stage. The use of terms or phrases like “damages,” “acts or omissions,” “arising from,” and “related to,” instead of “alleged damages,” “alleged acts or omissions,” “allegedly arising from,” or “allegedly related to” does not mean that these matters must be found, substantiated, or determined (instead of merely asserted or alleged) before this provision’s rights, duties, and restrictions become effective.

6.147 **Liaison.** The Provider will appoint a person to serve as the liaison between the Provider, Collin County Justice Center and Minimum Security, and Collin County Health Care Services. The liaison will be responsible for the preparation and submission of monthly reports to the Sheriff and Director of Juvenile Detention detailing the overall operation of the health care program in county facilities and the general health and well-being of detained persons. The liaison will confer on a minimum monthly basis with the Jail Administrator and other county personnel, as appropriate, to review any reports, problems, or other matters.

Records

6.148 The Provider will maintain a health or medical record for each person who receives health care and maintain it apart from the inmate file. *See* 37 TAC 273.4, 265.4(b), 265.5. The Provider will make a copy of a person’s health or medical record available to accompany a person in a transfer to another detention facility (including TDCJ) or a mental health facility. *See, e.g.,* 37 TAC 273.4(c). The Provider will maintain all health and medical records on the CorEMR or successor system, and county personnel must be able to access a person’s records from the detention facility in which the person is confined.

6.149 The Provider will maintain the privacy of all health or medical records and will release records or protected health information only according to a court order or specific law (including a proper request or authorization form). *See, e.g.,* 45 CFR 164.512(k)(5); Health & Safety Code, § 181.057, § 611.004(a)(9); 37 TAC 273.4(c), (d). A person (or a person’s parent or guardian) may have a right to obtain records about himself or herself. *See, e.g.,* Gov’t Code, § 552.023, § 552.028.

6.150 All medical and health records will be the County’s property, and the Provider will act as the custodian of the records for the County. Generally, the County must maintain medical records for seven years after the date of a person’s transfer or release. *See* 13 TAC 7.125; 22 TAC 165.1. The County will afford the Provider with reasonable access to records to enable the Provider to prepare for or defend litigation or anticipated litigation.

- 6.151 The County will provide the Provider with information, records, and reports about a detained person, which the Provider requests in order to provide services under this contract
- 6.152 The Provider must have or develop the capability to access or relocate health and medical records and information that exists at the start of this contract in legacy or other computer systems. If the Provider uses proprietary systems or software to maintain records or information as part of its performance under this contract, then the Provider will reasonably cooperate with the County to relocate such records onto another computer or server or data or provide the County with access to it.

Reports to the County, Meetings

- 6.153 **Reports.** The Provider will submit monthly and other periodic reports to the Sheriff and Director of Juvenile Probation. The County may prescribe the form and content of such reports, and the goal is to report on the provision of health care in county facilities by helpful categories with relevant cost information (*e.g.*, specific health problems, types of care, and medication and other supplies used). The Provider will report on care provided inside county facilities and care provided outside county facilities or by other providers under a contract with the County. Reports will include statistical data and qualitative descriptions, as well as an accounting of amounts incurred or paid for care outside a county facility or by another provider under contract with the County and insurance, reimbursement, or similar benefits recovered. The Sheriff, Director of Juvenile Probation, the County's Health Care Services, or its Public Health Director may ask the Provider to supply reasonable data or other information for various types of utilization review or utilization management.
- 6.154 **Cooperation.** The Provider will fully cooperate with the County in providing information or reports to enable the County to meet its obligations to report to federal or state authorities, such as TCJS, or to comply with litigation rules or respond to a court or administrative order. The Provider will not charge the County for such reports or cooperation.
- 6.155 **Meetings.** The Provider's Medical Director or Health Services Administrator, on the one hand, and the Jail Administrator and the Director of Juvenile Probation, or their designee, on the other, will meet at least once a month to discuss health care under this contract, as well as policies, proposals, problems, scheduling, staffing, and similar service or administrative matters. At the County's request, the Provider's Regional Medical Director will also meet to discuss such matters. The Jail Administrator or Director of Juvenile Probation may also convene a meeting with the Provider's on-site personnel as needed to discuss health care in county facilities.
- 6.156 **EHRs and Analytics.** The Provider may propose policies, procedures, or a program regarding or involving electronic health records (EHRs), *e.g.*, 42 U.S.C. § 300jj(13), or the ethical and legal use of data or predictive analytics to maintain or improve health care in a county detention facility.
- 6.157 **Audit.** The County will have the right to inspect, examine, and audit the Provider and its books and records to assess the Provider's performance under this contract. The Provider will cooperate with the County's exercise of this right and will promptly make relevant records, data, and personnel available to the County. "Promptly" will generally mean "after 30 days' notice," but may be a shorter period under given circumstances. The Provider will also reasonably cooperate with a federal or state audit of the County. *See, e.g.*, 2 CFR Part 200. The County may audit, examine, sample, and copy all records, contracts, invoices, materials, supplies, equipment, medication, time and attendance records, payroll records, and other data and information.
- 6.158 **Health Services Agreement.** The Provider and the County will also sign a Health Services Agreement that also discusses the parties' rights and obligations. A sample of such a contract is ATTACHMENT A.

7.0 PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in § 7.2 – 7.7 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip

items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, contractor shall state that and refer to §8.0 Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

7.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing §§ and corresponding page numbers.

- 7.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net>
- 7.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

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 NCCCH 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 Describe unique qualities or perspective (competitive edge) 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 AND RETENTION

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.
 - 7.3.6.1 Provide job descriptions of all key staff and sub-contractors assigned to this Contract.
 - 7.3.6.2 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.
- 7.3.11 Proposer shall complete and submit Attachment C: Proposed Staffing Matrix.

7.4 WORK PLAN, OPERATIONAL PLAN DESIGN, STRATEGY

- 7.4.1 Contract Transition: The service provider must demonstrate how it would make the transition from the current service provider. The transition plan should address an orderly and efficient start-up. The service provider should emphasize their past experience in implementing similar contracts and successes in this area.
 - 7.4.1.1 A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handled and transferred:
 - 7.4.1.1.1 Recruitment of current and new staff including physicians
 - 7.4.1.1.2 Subcontractors and specialists
 - 7.4.1.1.3 Hospital Services
 - 7.4.1.1.4 Pharmaceutical, laboratory, radiology, and medical supplies
 - 7.4.1.1.5 Identification and assuming current medical care cases

7.4.1.1.6 Equipment and inventory

7.4.1.1.7 Medical records management

7.4.1.1.8 Orientation of new staff

7.4.1.2 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).

7.4.1.3 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.

7.4.1.4 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.

7.4.1.5 Include the plan for hiring and training of employees and subcontractors for this Collin County account.

7.4.1.6 Include any plan to retain current medical, dental and mental health service employees, if applicable.

7.4.2 Proposed method to provide 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 §6.99 through §6.120 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.

7.4.2.4 Provide the policies you have for court ordered/forced med and how your staff implements them.

7.4.3 Proposed approach to managing the work, and ensuring program and cost control.

7.4.4 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.

- 7.4.5 Describe in detail how your 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.
- 7.4.6 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.
- 7.4.7 Explain your methods for insuring uninterrupted service in the event of an employee calling out sick or is terminated.
- 7.4.8 Provide your plan toward maintaining health and sanitation requirements within the medical, dental and mental health §§ (contract cleaning company, hazardous and medical waste disposal, etc.).
- 7.4.9 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.
- 7.4.10 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.
- 7.4.11 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.
- 7.4.12 Include your plan for accounting for and security of all equipment and supplies.
- 7.4.13 Proposed education and training of onsite staff

7.5 RESPONSE TO BUSINESS REQUIREMENTS

- 7.5.1 Proposer shall provide a response for each of the requirements in §6.0 through §6.158 of either “Yes, agree to requirement” or “No, cannot agree to requirement”. Any exceptions shall be stated in §8.0
- 7.5.2 Proposer shall follow the format outlined in § 7.0 when submitting a response.
- 7.5.3 Supporting Materials: Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Proposer is requested to submit descriptive literature sufficient in detail to enable a comparison of the specifications of the services proposed with that of the requirements stated herein.
- 7.5.4 Proposals should not contain promotional or display materials, except as they may directly answer requested information; the §number shall be clearly referenced.

7.6 REFERENCES

- 7.6.1 Provide a minimum of three (3) references, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Proposer to ensure submitted references will be responsive to the County’s requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

References with similar jail average daily populations (ADP) and facility size are preferred. Each reference shall meet the following criteria:

- 7.6.1.1 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;
- 7.6.1.2 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;
- 7.6.1.3 The company or entity shall not be affiliated with the Offeror in any ownership or joint venture arrangement.

7.7 PRICING / FEES

All pricing information shall be provided in a separate sealed envelope within Offeror’s proposal, or if submitting through www.collincounty.ionwave.net be as a separate file.

- 7.7.1 State annual cost of the services for the Collin County Detention Center and Minimum Security Facility.
- 7.7.2 State the per diem cost of the services per inmate for the Collin County Detention Center and Minimum Security Facility when population is over the monthly average.
- 7.7.3 State annual cost of services for the Collin County Juvenile Detention Facility.
- 7.7.4 State the per diem cost of services per inmate for the Collin County Juvenile Detention Facility when population is over the monthly average.
- 7.7.5 State the per diem cost per inmate for long-term care and / or geriatric services.
- 7.7.6 State an annual not-to-exceed cap in HIV medication expenses.

8.0 EXCEPTIONS

Instructions:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in §8.0 it is understood that the contractor has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

§Number / Question Number	Required Service Contractor is Unable to Perform	Steps Taken to Meet Requirement

ATTACHMENT “A”

HEALTH SERVICES AGREEMENT 2022

SAMPLE

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 2022 (hereinafter referred to as the “Agreement”). Services under this Agreement shall commence on October 1, 2022, 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 “Inmate Health Care Medical Services, RFP No. 2022-061” 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 2022-061, including addenda.

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 2022-061, including addenda ____, (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 ____ inmates/juveniles in the adult detention facilities and in the juvenile detention facility. Should the total inmate population increase to an average level of ____ or more for a period of sixty (60) days or longer, additional health care staffing beyond the positions in Exhibit 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, 2022. The term of this Agreement shall be through September 30, 2026 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 ____, the County will pay Contractor the additional sum of ____ per inmate per day as additional compensation.

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

The County shall pay Contractor the additional sum of ____ per inmate per day when the inmate is rendered long-term care or requires geriatric services.

To compensate Contractor for HIV medications administered at the County facilities, the County shall pay Contractor an annual not-to-exceed cap in the amount of _____.

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

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

Invoices will be mailed to:

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

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

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

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

The 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/. 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.

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 2022 CPI and the May 2023 CPI and become effective in October 2023. If the contract allows for an adjustment after the second year, it would be based on the difference between the May 2023 CPI and the May 2024 CPI and become effective October 2024.

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 Purchasing Department
Attn: Office of the Purchasing Agent
Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Collin County Administrator
Attn: Bill Bilyeu
2300 Bloomdale, Suite 3160
McKinney, TX 75071

(b) Contractor

Attn:

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 “Inmate Health Care Medical Services, RFP No. 2022-061” 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. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a “Force Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

11.12 Performance Guaranty. Within thirty (30) days of contract award, Contractor shall file with Collin County a performance bond/guaranty with corporate surety licensed by the Department of Insurance in the State of Texas equal in value to ten (10) percent of the first year’s program cost. The performance bond/guaranty shall be effective for the entire contract period.

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.

11.15 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

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

11.17 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: Equipment List

Collin County Detention Current Supplies for medical use.

Building equipped with	QTY	Mental Health Area	QTY
Jacuzzi Tub	1	Desk Units	4
Shower	2	Phone	2
Negative air Isolation cells	4	Stationary Computers	2
		Laptops	8
General medical equipment		Dental Area	
EKG Units	4	Midmark Dental chair	1
AED unit	1	Doctor stool	1
Blood pressure unit	8	Assistant stool	1
All bedding supplied	N/A	Midmark track mount light	1
Stack a bunks	8	Treatment console w sink and u	1
Electric Hospital beds	24	Handpiece illumination system	1
Wheelchairs	15	Midmark sterilization center	1
Bedside Tables	3	Storage Module	1
Platinum 10 Oxygen Concentrator	24	Powerair Oilless Compressor	1
Devil bliss Oxygen Concentrator	1	Vistaclear watertreatment	1
Gurneys	2	Water filter bypass	1
Sonogram unit	1	VacStar pump System	1
Humidifier	24	Radiography Cabinet	1
		Nomad handheld mobile xray	1
Admin Office Areas		Scanx digital imging system	1
Desk Units	4	DEXray License	1
Chairs	4	DEXpsp software	1
File Cabinet / Shelves	4	DEXnet Software	1
Phones	4	DEXimage Software	1
Visitor chairs	4	DEXcam 3 camera system	1
Trash Cans	4		
		Three (3) Examination rooms	
Records Area		Exam table	3
Desks Units	3	Attendant chair	3
Horizontal File Cabinet	1	Phone	3
Phones	4	Weight Scale	3
		Blood Pressure Unit	2
Nurses Station		Four (4) Areas each containing 1 each	
PC for Inmate tracking and Records	2	Desk Station	4
Attendant Chair(s)	2	Waeight scale	4
Phones	2	Blood Pressure unit	4
Medical Records software	N/A	Attendant Chair	4
Mini Fridge	1	Patient Chair	4
		Waste receptical	4
Pharmacy Area		Biohard wate Container	4
Storage Shelving units		Minifridge	4
Full Size Refridgerator	1	Gurney(s)	4
Mini Fridge	1		

Attachment B: Equipment List

Storage Room

Storage shelving	6
Blood draw chair	1
Fed owned manual hospital bed	1
Roll desks	1
Shuco vac	1
Porter SES 2012 Autoclave	1

Break Area

Break Table and Chairs	1
Fridge	1
Coffee Maker (contract)	1

Booking Area

Attendant chairs	1
Bed Trays	1
Office Chairs	2
Trash Can	1
Mini Fridge	1
Chart stand	1
Weight scale	1
Telephone	2
Computer	1

Minimum Security

Shelving units	3
Exam Tables	2
Bed	1
Exam Light units	2
Gurney	1
Back Board	1
Utility cart	1
Med Cart	1
Copier (leased)	1
Table	1
Stool	3
Microwave	1
Desk	1
Chairs	6
Phone	1
Scale	3
Bed Tray	4
Wheel Chair	1
AED	1
Computer	1

Juvenile Detention

Mini Fridge	2
Desk Station	1
Chair	1
Computer and Monitor	1
Shelving unit	4
Filling Cabinets	3
Scale	1
AED	1
Wheelchair	1
Medcart	2
Procart dental setup	1
Dental Light	1
Dental Chair	1
Dental Xray machine	1
M7 Autoclave	1
Velopex Processor	1

Attachment C: Proposed Staffing Plan Worksheet

Complete the following staffing plan worksheet. FTE's are automatically calculated.

Facility: Adult Detention

Line No.	Classification / Title	Hours	FTE's
1	Health Services Administrator	0	0
2	Director of Nursing (D.O.N.)	0	0
3	Physician / Medical Director	0	0
4	Dentist	0	0
5	Dental Assistant	0	0
6	Psychiatrist	0	0
7	Physician Assistant / Nurse Practitioner	0	0
8	Registered Nurse (R.N.)	0	0
9	Licensed Vocational Nurse (L.V.N.)	0	0
10	Emergency Medical Tech. (E.M.T.) / L.V.N. / Paramedic	0	0
11	Administration	0	0
12	Medical Records Clerk	0	0
13	Pharmacy Technician	0	0
Dedicated to Mental Health Services:			
14	Physician Assistant / Nurse Practitioner (Psychiatric)	0	0
15	Mental Health Professional	0	0
16	Mental Health Technician	0	0
17	Mental Health Supervisor	0	0
Facility Totals:		0	0

Facility: Minimum Security

Line No.	Classification / Title	Hours	FTE's
18	Licensed Vocational Nurse (L.V.N.)	0	0
Facility Totals:		0	0

Facility: Juvenile Detention Center

Line No.	Classification / Title	Hours	FTE's
19	Physician / Medical Director	0	0
20	Dentist	0	0
21	Dental Assistant	0	0
22	Psychiatrist	0	0
23	Mental Health Professional / R.N.	0	0
24	L.V.N.	0	0
Facility Total:		0	0

Exhibit A: Current Staffing Matrix

Current

Collin County, TX - Adult Facility									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Registered Nurse (Charge)	24	24	24	24	24	16	16	152	3.8
Licensed Vocational Nurse	56	56	56	56	56	48	48	376	9.4
MHP / Psych RN	24	16	24	24	20	24	24	156	3.9
Administrative Assistant	8	8	8	8	8			40	1
Medical Records Clerk	8	8	8	8	8			40	1
Mental Health Tech	16	16	16	8	8	8	8	80	2
Psychiatric NP	10	10	20	10	10	10	10	80	2
Pharmacy Technician/CMA	8	8	8	8	8			40	1
MHP - Supervisor	8	8	8	8	8			40	1
TOTAL HOURS/FTE-Day								1004	25.1
Evenings									
Registered Nurse (Charge)	16	16	16	16	16	16	16	112	2.8
Licensed Vocational Nurse	48	48	48	48	48	48	48	336	8.4
MHP / Psych RN	16	16	8	16	16	16	16	104	2.6
								0	0
								0	0
TOTAL HOURS/FTE-Evenings								552	13.8
Nights									
Registered Nurse (Charge)	16	16	16	16	16	16	16	112	2.8
Licensed Vocational Nurse	48	48	48	48	48	48	48	336	8.4
								0	0
TOTAL HOURS/FTE-Nights								448	11.2
TOTAL								2004	50.1

Collin County, TX - Minimum Security									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE-Day								84	2.1
Nights									
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE-Evenings								84	2.1
TOTAL								168	4.2

(see exhibit B for additional current staffing)

Exhibit B: Current Staffing Matrix (Juvenile)

Collin County, TX - John R Roach Juvenile Detention Center									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Physician	Schedule varies based on need							3	0.075
Psychiatrist	Schedule varies based on need							4	0.1
Dentist	Schedule varies based on need							4	0.1
Dental Assistant	Schedule varies based on need							4	0.1
MHP	Schedule varies based on need							4	0.1
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Day								75	1.875
Evenings									
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								56	1.4
TOTAL								131	3.275
Collin County, TX - Shared Services									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
RN/H.S.A.	8	8	8	8	8			40	1
DON	8	8	8	8	8			40	1
PA/NP	8	8	8	8	8	12	12	64	1.6
Medical and Mental Health Providers									
Dentist	8	6	8	8	6			36	0.9
Dental Assistant (excluding juvenile)	8	8	4	8	8			36	0.9
Physician	8	7	8	7	7			37	0.925
Psychiatrist	14	14	14	14	12			68	1.7
Physician/ PA/ NP (on Call)	24 hours per day, 7 days a week							0	0
Psychiatrist (On Call)	24 hours per day, 7 days a week							0	0
MHP (on Call)	24 hours per day, 7 days a week							0	0
TOTAL HOURS/FTE-Day								321	8.025
TOTAL								321	8.025
Grand Total								2624	65.6

Exhibit C

Recommended Staffing Requirements for Inmate Healthcare Medical Services

Adult Detention Center

Projected Staffing	Hours	FTE's
Health Services Administrator	40	1
Director of Nursing (D.O.N.)	40	1
Physician / Medical Director	37	0.925
Dentist	36	0.9
Dental Assistant	36	0.9
Psychiatrist	80	2
Physician Assistant / Nurse Practitioner	64	1.6
Registered Nurse (R.N.)	376	9.4
Licensed Vocational Nurse (L.V.N.)	712	26.2
Emergency Medical Tech. (E.M.T.) / L.V.N. / Paramedic	336	4.2
Administration	40	1
Medical Records Clerk	40	1
Pharmacy Technician	40	1
<u>The following staff shall be dedicated to Mental Health Services:</u>		
Physician Assistant / Nurse Practitioner (Psychiatric)	80	2
Mental Health Professional	260	6.5
Mental Health Technician	80	2
Mental Health Supervisor	40	1
Totals:	1837	62.625

Minimum Security

Projected Staffing	Hours	FTE's
Licensed Vocational Nurse (L.V.N.)	168	4.2
Totals:	168	4.2

Exhibit D

Recommended Staffing Requirements for Inmate Healthcare Medical Services

Juvenile Detention Center

Projected Staffing	Hours	FTE's
Physician / Medical Director	3	0.075
Dentist	4	0.1
Dental Assistant	4	0.1
Psychiatrist	10	0.25
Mental Health Professional / R.N.	4	0.1
L.V.N.	168	4.2
	Totals:	193 4.825

Medical Statistical Summary

Facility Name: Collin County

Year: 2020

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
ADP	1048	1031	1005	808	806	851	927	964	994	1062	1040	1036	964.33
Receiving Screenings	1186	1128	840	507	656	707	765	887	851	930	758	753	830.67
Health Assessments	458	415	290	211	174	278	304	304	416	416	516	753	377.92
Nursing													
Sick Call	1490	1151	1134	1149	934	782	888	812	807	807	1119	1135	12208
Medication Verification	141	138	121	88	89	22	162	124	131	137	108	90	1351
Telephone Contacts	0	0	0	0	0	0	0	0	0	0	0	0	0
Medical													
Physician Line	179	144	117	66	49	66	47	64	68	95	77	75	1047
Mid-level Line	366	332	223	172	298	365	450	439	419	347	240	239	3890
Mid-level Chart Reviews	37	33	22	17	30	37	45	44	41	35	24	24	389
Dental													
Dental Screenings	58	50	42	63	71	62	49	75	98		75		643
Dental Exams	115	103	81	63	71	25	63	103	121	149	118	120	1132
Dental Treatments Plans	115	103	81	63	71	25	63	103	121	149	118	120	1132
Dental Procedures	114	161	66	0	6	10	55	107	189	122	152	150	1132
Dental X-rays	80	79	63	2	5	30	24	39	66	60	60	37	545
Mental Health													
Axis One Diagnoses	298	335	342	398	300	278	283	283	293	286	126	134	3356
Psychiatrist Line		326	363	416	299	319	392	354	352	352	372	376	3921
Psychiatrist Chart Review	90	83	70	81	78	80	75	70	60	76	83	87	933
Mental Health Worker Encounters	905	825	693	812	782	794	745	694	602	757	830	869	9308
Mental Health Chart Review	90	83	70	81	78	79	75	69	60	76	83	87	931
Off Site													
Emergency Room Referrals	9	15	15	4	7	4	11	16	16	11	8	10	126
Hospital Admissions	3	3	6	2	2	2	2	5	6	6	5	2	44
Clinic/Outpatient referrals	58	36	41	23	36	48	49	55	40	25	37	28	476
Procedures (outpatient surgery, etc.)	4	1	4	1	2	1	0	3	3	1	6	0	26
X-rays	0	0	0	0	0	0	0	0	0	0	0	0	0
Lab	0	0	0	0	0	0	0	0	0	0	0	0	0
Chronic Diseases													
Hypertension/CAD	107	95	64	58	108	92	100	132	114	105	87	114	1176
Diabetes	23	26	20	10	22	25	24	23	20	24	25	13	255
Asthma/Pulmonary	37	22	32	22	30	34	41	48	42	31	38	22	399
Seizures	28	19	29	21	31	19	22	32	27	34	20	23	305
HIV	8	4	2	8	5	3	11	13	3	11	15	2	85
TB	0	0	0	0	0	0	1	0	0	0	0	0	1
Other/ Special Needs	69	37	37	41	56	50	67	71	63	93	103	45	732
Significant Events													
Deaths- Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Unexpected	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Medically Expected	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaths- Due to Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Suicide Watches	524	534	451	374	393	401	466	555	435		450	458	5041
Attempted Suicides	11	8	13	11	10	7	16	6	11		7	14	114
# 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/Infirmery	11	8	13	23	13	8	25	15	17	14	13	21	181
Medical Grievances- Total	118	147	182	160	123	119	125	138	87	87	163	182	1631
Founded- Access to Health Care	4	3	2	3	3	5	7	8	6	5	4	5	55

Exhibit E:

Founded- Quality of Health Care	0	0	0	0	0	0	0	0	0	0	0	0	0
Significant Events													
Tuberculosis													
PPD Placed	317	316	301	158	173	243	271	309	336	311	319	295	3349
# +PPD	5	2	3	2	2	4	0	4	6	5	3	3	39
HIV													
# + (new)	21	20	18	17	15	19	21	23	3	18	23	22	220
Hepatitis A Virus													
# + (acute)	0	0	0	0	0	0	0	0	0	0	0	0	0
Hepatitis B Virus													
# +	1	1	2	2	0	0	0	0	0	0	0	0	6
Hepatitis C Virus													
# +	41	48	51	48	52	50	46	50	47		50	52	535
MSRA					1			2	2	2			7
Sexually Transmitted Diseases													
Total	7	3	4	1	3	3	5	2	6	8	8	3	53
Gonorrhea													
# +	1	2	2	0	2	1	1	1	1	2	3	2	18
Chlamydia													
# +	6	1	1	0	1	2	1	0	3	6	3	0	24
Syphilis													
# +	0	0	1	1	0	0	3	1	2	0	2	1	11
Medications													
# Inmates on Medication- Medical	860	798	780	669	720	744	727	803	704	798	723	790	9116
# Inmates on medication- Psych	369	310	286	246	229	289	348	340	307	409	373	363	3869
Hypertension	107	95	64	58	108	92	100	132	114	105	87	114	1176
Diabetic	23	26	20	10	22	25	24	23	20	24	25	13	255
Pregnancy	7	6	6	0	1	1	3	1	0	3	4	4	36

Exhibit F:

Tuberculosis													
PPD Placed	278	241	280	298	270	283	308	334	299	337	300		
# +PPD	6	3	2	0	0	0	0	5	3	1	0		
HIV													
# + (new)	21	20	18	17	15	19	11	23	20	23	23		
Hepatitis A Virus													
# + (acute)		0	0	0	0	0	0	0	0	0	0		
Hepatitis B Virus													
# +		0	0	0	0	0	0	0	0	0	0		
Hepatitis C Virus													
# +		53	52	52	44	37	41	41	51	51	49		
MSRA	4	4			3		2	4	4		1		
Sexually Transmitted Diseases													
Gonorrhea													
# +	4			2	2	2	0	0	0	0	0		
Chlamydia													
# +	0			1	1	1	2	3	0	0	2		
Syphilis													
# +	3	0	1	1	1	0	2	1	2	9	1		
Medications													
# Inmates on Medication- Medical	804	898	903	1163	1024	944	978	1004	1598	1392	1054		
# Inmates on medication- Psych	341	328	350	450	416	472	415	417	429	501	426		
Hypertension	132	133	131	158	136	133	149	112	136	154	134		
Diabetic	18	22	22	23	12	24	26	25	28	31	22		
Pregnancy	2	4	3	3	2	2	5	1	2	2	0		

Exhibit G:

Food (fruit, veggies, fish, gluten)	2	1	0	2	1	1	1	3	3	2	0	0	16
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Exhibit H:

Food (fruit, veggies, fish, gluten)	1	1	1	1	0	0	0	1	1	1	0	7
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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 and Standards Committee, to have met all the requirements of accreditation under NCCHC's *Standards for Health Services*.

August 24, 2020



A handwritten signature in black ink, appearing to read "Robert E. Morris".

Robert E. Morris, MD, CCHP-P
Chair, NCCHC Board of Directors

A handwritten signature in black ink, appearing to read "Deborah Ross".

Deborah Ross, Interim CEO



CERTIFICATE OF COMPLIANCE

This is to certify that the

COLLIN COUNTY JAIL

Has been duly inspected on

May 17-18, 2021

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



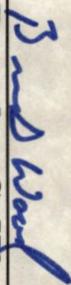

Brandon S. Wood, Executive Director

Exhibit K. Top 25 Medications 2021

Drug Name

- 1 IBUPROFEN (MOTRIN) 200MG TAB
- 2 ACETAMINOPHEN (TYLENOL) 325MG TAB
- 3 MINERIN (EUCERIN) 454 GM CREAM
- 4 busPIRone (BUSPAR) 10MG TAB
- 5 DIVALPROEX DR (DEPAKOTE) 500MG TAB
- 6 HYDROCORTISONE 1% 454GM CREAM
- 7 CLONIDINE (CATAPRES) 0.1MG TAB
- 8 LISINOPRIL (PRINIVIL-ZESTRIL) 20MG TAB
- 9 busPIRone (BUSPAR) 15MG TAB
- 10 AMLODIPINE (NORVASC) 10MG TAB
- 11 LISINOPRIL (PRINIVIL-ZESTRIL) 10MG TAB
- 12 SERTRALINE (ZOLOFT) 50MG TAB
- 13 SERTRALINE (ZOLOFT) 100MG TAB
- 14 MAG HYDROX/AL HYDROX/SIMET 200/200/20 SUSP
- 15 METFORMIN (GLUCOPHAGE) 500MG TAB
- 16 GABAPENTIN (NEURONTIN) 300MG CAP
- 17 HCTZ (HYDROCHLOROTHIAZIDE) 25MG TAB
- 18 LITHIUM CARB (LITHONATE) 300MG CAP
- 19 TRIAMCINOLONE 0.1% 454GM CREAM
- 20 hydrOXYzine HCL (ATARAX) 25MG TAB
- 21 PRAZOSIN (MINIPRESS) 1MG CAP
- 22 OLANZAPINE [ZYPREXA] 5MG TAB
- 23 AMOXICILLIN (TRIMOX) 500MG CAP
- 24 OLANZAPINE (ZYPREXA) 10MG TAB
- 25 FLUOXETINE (PROZAC) 20MG CAP

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

James Skinner - Sheriff
Matthew Langdan - Chief Deputy
Johnny Jaquess - Assistant Chief Deputy
Christopher Perepiczka - Commander
Michael Sepulvado - Commander
Christopher Barnes - Legal Advisor

Hiram Hadnot - Director of Juvenile Services
Michael Combest - Assistant Director
Anne Sibley - Detention Superintendent
Jeremy Jones - Assistant Superintendent

Candy Blair - Health Care Administrative Manager
Taylor Burton - Health Care Coordinator
Ramzi Taim - Functional Analyst
Crystal Pang - Functional Analyst

Andrea Bouressa - 471st District Court Judge
Alyse Ferguson - Chief MHMC Attorney

Bill Bilyeu - County Administrator
Monika Arris - Director of Budget
Teresa Funk - Assistant Director I
Jessica Shaw - Financial Analyst II

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon – Assistant Purchasing Agent
Hunter Alley – Senior Buyer

Commissioners Court:

Chris Hill – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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 for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.