



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
www.collincountytx.gov

COLLIN COUNTY, TEXAS

ADDENDUM NO. ONE (1)

RFP NO. 2022-061

REQUEST FOR PROPOSAL

FOR

INMATE HEALTH CARE MEDICAL SERVICES

DATE: JUNE 28, 2022

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE REQUEST FOR PROPOSAL:

CHANGE § 5.14:

FROM: 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.

TO: 5.14.1 PERFORMANCE BOND: The Contractor shall post with Owner, no later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

5.14.2 PAYMENT BOND: The Contractor shall post with Owner, no later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

ADD ATTACHMENT: SAMPLE PERFORMANCE BOND FORM

ADD ATTACHMENT: SAMPLE PAYMENT BOND FORM

ADD ATTRIBUTE NO. 23: ADDENDUM NO. 1 ACKNOWLEDGEMENT

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION AND SPECIFICATIONS REMAIN THE SAME.

SINCERELY,  
MICHELLE CHARNOSKI, NIGP-CPP, CPPB  
PURCHASING AGENT

/HA



# Collin County Purchasing

## 2022-061 Addendum 1

### 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](mailto:halley@co.collin.tx.us)

## Event Information

Number: 2022-061 Addendum 1  
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

---

### 2022-061 Addenda No1 pdf.pdf

Addenda No. 1

[View Online](#)

### 2022-061 LEGAL NOTICE CO 2022-540-06-20.pdf

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\_FINAL\_ADDENDA 1.docx

4.0 Special Conditions & Specifications - Addenda No. 1

[View Online](#)

### Performance\_Bond\_Sample.pdf

Sample Performance Bond Form

[View Online](#)

### Payment\_Bond\_Sample.pdf

Sample Payment Bond Form

[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**

<b>1</b>	<b>eBid Notice</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
----------	--

<b>2</b>	<b>Contact Information</b> 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.  _____  _____  _____  <i>(Required: Maximum 4000 characters allowed)</i>
----------	---

<b>3</b>	<b>Delivery</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
----------	---

<b>4</b>	<b>Exceptions</b> Do you take exception to the specifications? If so, by separate attachment, please state your exceptions. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
----------	---

<b>5</b>	<b>Insurance Acknowledgement</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
----------	--

**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)*

**2**  
**3** **Addendum No. 1**

Please initial to verify your receipt of the addendum.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(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)*



**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:

<b>Points</b>	<b>Evaluation Criteria</b>
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](mailto: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 **BONDING:**
- 5.14.1 **PERFORMANCE BOND:** The Contractor shall post with Owner, no later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
  - 5.14.2 **PAYMENT BOND:** The Contractor shall post with Owner, no later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- 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/](http://www.bls.gov/). Information can be found on All Urban Consumers (current series) –multi-screen date search, Not Seasonally Adjusted, A316 Dallas-Fort Worth TX, Current, SAM Medical Care, 12 Month Percent Change.

The Provider has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety days (90) prior the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Provider will be notified in writing upon approval.

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. Infirmiry 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
  - Infirmiry
  - 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. Infirmery 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 Infirmery.

### **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 infirmery
  - 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 NCCHC publishes (including on its website). NCCHC'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 forms<sup>1</sup>), 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:

---

<sup>1</sup> 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](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](https://www.txcourts.gov/media/1438901/sb_1326-assessment-form.pdf).

- Documentation of current illnesses and health problems, including medications prescribed and taken, and special health requirements;
- 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 NCCH and the percent of the total contract you provide. Provide the deficiencies report and plan of action for ten (10) of the contracts you provide.
- 7.2.10 Identify those contracts in the last five (5) years that your company did not retain, and provide a brief summary of why your contract was not renewed for non-current clients.
- 7.2.11 Provide a list of litigations or class action law suits filed against your organization in the last two (2) years that were either financial settled or judgment resulted against your organization.
- 7.2.12 Provide a listing of all legal claims closed and pending related to inmate health services, problems of disputes over the firm's performance on contracts or projects held during the last one (1) years, specifying the jurisdiction of the case, i.e. stat tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e. state of tort, malpractice, federal civil rights, violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform. Firms must provide information on any legal settlements within this period as well as the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to a prime vendor.
- 7.2.13 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](http://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

# PERFORMANCE BOND

STATE OF TEXAS §  
COUNTY OF COLLIN §

## KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

Printed/Typed Name \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Printed/Typed Name \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

**PAYMENT BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.