INTRODUCTION

Wichita County, Texas, is accepting proposals for the provision of Comprehensive Inmate Medical Services beginning January 1, 2016.

A Pre-Bid Conference to familiarize bidders with the scope of the work and provide a question and answer session will be held at 9:00 AM on May 15, 2015. The Pre-Bid Conference will be held in Room 270 of the Wichita County Courthouse at 900 7th Street in Wichita Falls, Texas. Proposers are requested to RSVP by May 8, 2015 to:

Captain Donny Johns, Wichita County Jail Administrator
900 7th St. Rm 100
Wichita Falls, TX 76301
(940) 766-8284
donny.johns@co.wichita.tx.us

Please include the number of persons attending in the RSVP. A photocopy of a government issued ID should be included in the response for each attendee.

Copies of sealed proposals must be submitted to Wichita County by June 19, 2015. The proposals should be sent to:

Willie Wall, Administrative Assistant to the County Judge
900 7th St
Wichita Falls, TX 76301 (940) 766-8268
willie.wall@co.wichita.tx.us

Copies of the Request for Proposal may be downloaded at wichitacountysheriffsoffice.org (http://wichitacountysheriffsoffice.org/?page_id=643) or obtained by calling Willie Wall at (940) 766-8268. The proposal opening time shall be according to our clock. No proposals will be accepted after the time and date established above.

Issuance of this invitation does not commit the County to award any contract or to procure or contract for any equipment, materials, or services.
SPECIAL INSTRUCTIONS

Nine copies of the proposal are required. If brochures or supportive documents are requested, nine sets must be provided, one for each copy of the proposal. Bidders are encouraged to include an electronic copy of their complete proposal.

All proposals must be signed by an authorized representative of the Bidder.

Proposals may be withdrawn after the date and hour set for closing. Failure to enter into contract or honor the purchase order will be cause for removal of proposer's name from acceptable vendors for 12 months.

A formal contract is required and the proposer agrees and understands that Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by awardee and the Wichita County Judge as authorized by the Commissioners Court of Wichita County.

A proposed contract must be included with all responses to this RFP and the proposed contract must comply with the provisions included in Attachment D.

Wichita County assumes no responsibility for late deliveries of mail on behalf of the United States Postal Service. Wichita County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes. Wichita County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside: 2016 Inmate Medical Services in the Wichita County Jail.

In the event of any situation severe enough to cause the Wichita County Courthouse to close for any reason, Wichita County has the prerogative of rescheduling the bid opening time and date. No proposer will be considered above all other proposers by having met the opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the closing of the Wichita County Courthouse.

No award will be made to any person, firm or corporation that is in arrears upon any obligation to Wichita County.

If submitting a joint venture proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal. Proposer warrants the joint venture/partnership is authorized to conduct business within the State of Texas.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Texas Secretary of State, authorized to conduct business within the State of Texas, and has designated a proper agent for service of process with the Texas Secretary of State.

Wichita County reserves the right to waive any irregularities or informalities. Wichita County reserves the right to accept or reject any and all proposals including proposals which does not meet requirements, or furnish materials, equipment or services as required by this Request For Proposal. Wichita County reserves the right to accept or reject any and all proposals from
Bidders who lack experience or financial responsibility. Wichita County reserves the right not to award contracts to the lowest and most responsive Bidder, and may require new proposals.

The Wichita County Commissioner’s Court may rescind the award of any proposal up to the time of a signed agreement between County and awarded vendor at any Commissioners Court meeting, when the public interest will be served thereby.

Only sealed proposals received by the Wichita County Judge’s Administrative Assistant will be accepted; proposals submitted by telephone, telegram, e-mail, or facsimile machines are not acceptable.

Wichita County is an Equal Opportunity Employer.

Questions about this Request for Proposal shall be referred to:

Captain Donny Johns, Wichita County Jail Administrator
900 7th St. Rm 100
Wichita Falls, TX 76301
(940) 766-8284
donny.johns@co.wichita.tx.us

NOTICE TO BIDDERS

Wichita County is accepting proposals for a comprehensive health care delivery system for the Wichita County Jail in Wichita Falls, Texas. Wichita County houses predominantly adult male and female inmates at two distinct locations. Juveniles are housed in a separate facility.

BACKGROUND INFORMATION

The Main Jail is currently located in Wichita Falls, Texas, at 900 7th St. and the Wichita County Jail Annex is located in Wichita Falls, Texas, at 2815 Central Freeway East.

The Main Jail has a design capacity of 254 beds. This facility is best described as a linear facility, utilizing intermittent surveillance. This building consists of a facility with Intake/Receiving on the first floor and two housing floors with eight and nine housing units each, and 10 solitary cells. All female inmates are housed in this facility.

The Annex Facility has a design capacity of 371 beds. This facility is best described as an open dormitory style facility, using intermittent surveillance. This facility has 14 housing areas and 35 solitary cells.

At present Wichita County houses federal prisoners for the U.S. Marshals and the U.S. Air Force. Generally these prisoners account for no more than a few inmates at any given time.

The Juvenile Detention Center has a design capacity of 32 beds.

EXISTING MEDICAL INFRASTRUCTURE
Each facility has a designated area set aside for medical personnel and medical duties.

The Downtown Jail area consists of:

- A secure waiting area for prisoners
- An office for the On-Site Medical Services Administrator
- Two exam rooms, one of which is a dental treatment room
- A Nurse's Station with a staff restroom

The Annex Jail area consists of:

- Two negative pressure cells
- A Nurse's Station
- One exam room
- Records storage area
- Facility staff restroom located nearby

The Juvenile Detention facility consists of:

- One exam room

**CONTRACT MONITORING**

The awarded contract provider will provide its full cooperation to the County, Sheriff's Office, and Juvenile Detention Department regarding our duties to monitor compliance with all contractual and legal requirements for the provision of services to inmates and juveniles under the agreement and ensure the cooperation of its employees, agents, and subcontractors. Further, the Bidder will make available for inspection and/or copying when requested inmate health care records, original time sheets, invoices, charge slips, credentialing statements, continuing education records, training records, and any other data, records, and accounts relating to the Bidder's work and performance under the contract. In the event the Bidder does not hold such material in its original form, a true copy shall be provided.

**MEDICAL CO-PAY INFORMATION**

Wichita County has an inmate medical co-pay in place. Inmates are currently charged the following rates:

- Nurse Call - $10.00
- Doctor/Dentist Visit - $15.00
- OTC Medication - $3.00
- Prescriptions - $10.00

**STATISTICAL DATA**

**HOSPITAL STATISTICS**

In 2014 the Wichita County adult jail facilities referred 75 inmates to the Emergency Room. A total of 24 of these were admitted. There were 25 hospitalizations which resulted in 111 patient days.
Juvenile had five reportable injuries that required treatment in 2014.

OFF-SITE SPECIALIST VISITS
In 2014 there were 104 off-site visits to specialists from the adult jail facilities. Additionally, there were nine off-site surgeries performed and 152 radiology appointments.

PHARMACY
The Wichita County Adult Jail facilities average about 420 inmates a month taking medications. Of these, about 150 are prescribed psychiatric medications. These inmates require a monthly average of 757 prescriptions. An average of 282 of these prescriptions are psychiatric medications.

Approximately 30% of juvenile prisoners are on prescription medications.

OTHER STATISTICS
Adult Inmates released during 2014 were in custody an average of 20 days. About 37 percent of inmates stayed longer than 48 hours. The Average Daily Population (ADP) for 2014 was 486. The 2014 population low was 444 and the 2014 high population was 539. In 2014 8,800 inmates were received into custody, an average of 24 adult prisoners every day.

ADMINISTRATIVE INFORMATION

SCOPE OF CONTRACT
In addition to providing on-site medical care to inmates, Bidder will also be responsible for:

- Coordination with off-site specialty care providers
- Pharmaceuticals for inmate population
- Mental Health Services
- Dental Care
- Reproductive Health Services
- Substance Abuse Education
- Health Promotion
- Discharge Planning related to medical and mental health issues

The responsibility of Bidder for the medical care of an inmate commences with the commitment of the inmate to the custody of any of the facilities and ends with the release of the inmate.

Bidder may also submit information regarding the provision of indigent pharmaceutical services for the County, in addition to the inmate population.

TERMS OF CONTRACT
The term of this contract shall be for five years from the date of award, subject to the provisions in Attachment D regarding termination, extensions, or price adjustments.

**OBJECTIVES OF THE RFP**

1. To provide data necessary for the evaluation of competitive proposals submitted by qualified firms.

2. To provide a fair method for analyzing submitted proposals.

3. To result in a contract between the successful proposer (unless all proposals are rejected) and Wichita County that will provide:
   a. Quality health services for inmates and juveniles in custody and control of Wichita County, a health care plan with clear objectives, clear policies and procedures, and a process of documenting ongoing achievement of contract obligations,
   b. Operation of a health services program at full staffing 24 hours a day, seven days a week, using only licensed, certified, and professionally trained personnel,
   c. Administrative leadership that provides for both cost accountability and responsiveness to the Sheriff's designee,
   d. Assurance that required State requirements and local policy and procedure related to standards of medical care for correctional institutions are met,
   e. Quarterly continuing education for correctional staff,
   f. A health care system that is operated in such a way that is respectful of inmate rights to basic health care,
   g. Accreditation by a recognized healthcare body.

**MINIMUM QUALIFICATIONS**

To be considered for award of this contract, the Bidder must meet the following minimum qualifications:

1. The Bidder must have experience in providing health care services with proven effectiveness in administering correctional health care programs.

2. The Bidder must carry professional liability insurance in minimum amounts of one million dollars per occurrence and three million dollars in the aggregate annually. The Bidder must carry separate liability insurance covering bodily injury, personal injury and property damage in the amount of one million dollars combined single limit.

3. The Bidder must demonstrate its ability to:
a. provide a health care system specifically for the Wichita County Jail facilities and the Juvenile Detention Facility,

b. start full operations by January 1, 2016,

c. successfully recruit competent, licensed, certified, professionally trained staff,

d. support, monitor, and supervise staff on-site in Wichita County from its central or home office.

**MANDATORY REQUIREMENTS FOR ALL PROPOSALS**

Proposals need not be in any particular format. All proposals, however, must contain the following specific information:

1. All proposals must contain sufficient information concerning the programs for Wichita County to evaluate whether or not the Bidder meets the above "minimum qualifications" for all Bidders.

2. All proposals must demonstrate that the Bidder has the willingness and ability to comply with the scope of contract, mandatory requirements, specifications and program requirements, and in particular, the most current Standards for Health services in Jails, established by the a recognized healthcare body and the State of Texas.

3. Additionally:
   
   a. All proposals must list the Sheriff's designee by name, address, and phone for ALL correctional institutions where Bidder is providing medical care and the length of time that each contract has been in effect.
   
   b. All proposals must list the Sheriff's designee by name, address, and phone for ALL correctional institutions where Bidder has obtained/retained an accreditation by a recognized body.
   
   c. All proposals must list the Sheriff's designee by name, address, and phone for ALL correctional institutions where Bidder has terminated services, been terminated, or lost a re-bid as the incumbent provider of services.

4. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Texas stating its willingness to insure the Bidder pursuant to the terms of the contract.

5. All proposals must identify any lawsuits to which you, your employees, contractors, subcontractors, agents, or contracted governmental entity, its employees, contractors, subcontractors or agents have been a party and which relate to your contracted medical or mental health services, employment issues, or contract disputes between you and the governmental entity with which you contracted. Include in your answer the name of the county and state where the suit was filed, the other parties to the suit, the cause number, name of the court (i.e. US District Court, Northern District of Texas, Dallas
Division, 30th District Court of Wichita County, etc.) and a brief description of the suit and the outcome. For purposes of identifying such lawsuits, you are not required to include any suits which were filed by inmates and dismissed pursuant to the Prison Litigation Reform Act or other screening method prior to you, your employees, contractors, subcontractors, or agents were required to formally file an answer or service was effected. Further, you are not required to list any litigation in which the suit was dismissed and the Court made a specific finding that the suit was frivolous or malicious.

EVALUATION OF PROPOSALS

An Evaluation Committee appointed by the Wichita County Sheriff will evaluate each proposal. The Evaluation Committee will make recommendations to Wichita County Commissioners' Court, who may or may not make its award of contract to the successful Bidder. The award is subject to the finalization of an agreement following contract negotiations.

The Evaluation Committee will consist of:

- The Chief Deputy of the Wichita County Sheriff's Office;
- The Facility Administrator for the Wichita County Jail;
- The Special Projects Lieutenant for the Wichita County Sheriff's Office;
- Civil Chief of the Wichita County Criminal District Attorney's Office;
- Representative for the Wichita County Commissioners Court, and
- Others designated by the above members.

In making such evaluations, the Evaluation Committee will be guided by the following point system that has 100 points as the maximum total:

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<th>CATEGORY</th>
<th>POINTS</th>
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<tr>
<td>Pricing</td>
<td>0 to 10</td>
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<td>Staffing</td>
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<td>Technical</td>
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<tr>
<td>Qualifications</td>
<td>0 to 25</td>
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<td>References</td>
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| Retention Rate/Explanation of Lost Contracts/Litigation | 0 to 10
  - Possible Total 100

In computing points for each of the above six criteria, the Evaluation Committee will take the following into consideration:

1. **Basic Requirements:** Initially, the proposal will be examined to determine if it meets the basic requirements for consideration. Such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity regarding essential factors such as price and staffing will be considered. Failure of the proposal to
meet the basic requirements of a proposal may disqualify it from further consideration. We cannot stress the importance of preparing a detailed bid document for consideration.

2. Evaluation of Qualifying Proposals: Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:

   a. Price (Maximum 10 points). The stated total yearly price for full performance in meeting the requirements of the RFP will be of major consideration under this category. In further reviewing “price,” the Evaluation Committee may also refer to the line item information that has been provided. In addition, consideration matters such as increases or decreases for changes in the jail population and for the extension of the contract for subsequent years may be considered.

   b. Technical (Maximum 20 points). The Evaluation Committee will review the proposal for its completeness, evaluate how the Bidder will approach the task of initiating and fully implementing its program, evaluate the proposed health care delivery system in all its facets including how desired results will be attained and measured. In all, proposal’s clarity, understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

   c. Staffing (Maximum 25 points). In evaluating this standard, the Evaluation Committee will look at what the Bidder’s proposed staffing pattern for the Facility. Included in the review of this portion of the proposal will be: qualifications of staff member (e.g., physicians, mid-level providers, RNs and LVNs, dentists, dental assistants and hygienists, in house specialists, psychiatrists, psychologists, mental health staff) coverage by such staff. In addition, the proposal will be evaluated regarding the method of providing coverage throughout the facilities on a 24-hour basis with the different levels of staff proposed, including the number of each level of provider proposed for each shift during a particular 24-hour period and at particular facilities, whether that changes based on day of the week or time of day. Also taken into account will be the levels of capabilities of senior management, on-site medical and administrative supervisors, and the use of off-site professional assistance (specialists and consultants).

   d. Qualifications (Maximum 25 points). The evaluation committee will consider

      i. The length of time the Bidder has been in the business of providing health care services in jail/correctional settings;

      ii. Letters of reference or other similar documents regarding the quality of past performance and the reliability and responsiveness of the Bidder;
iii. The apparent capabilities of the Bidder to perform well in the execution of its obligations under a contract with Wichita County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations. Bidder should outline experience with clients of the same size and/or same vicinity/state as this County.

e. References (Maximum 10 Points). In evaluating references the Evaluation Committee will consider: clients' perception of their relationship with the Bidder, how clients interact with the Bidder, how clients feel about the Bidder's response to customer dissatisfaction, and what things clients would like to see the Bidder's change.

f. Retention Rate/Explanation of Lost Contracts (Maximum 10 Points). The committee will rate vendor based upon:
   
i. number of lost contracts over last 10 years or life of company, whichever is shorter; length of existing contracts; and
   
ii. any explanation provided for the loss of a particular contract or length of existing contracts.

GENERAL TERMS AND CONDITIONS

AGREEMENTS OF UNDERSTANDING

Copies of clearly defined, written agreements of understanding (entered into by the Bidder and its provider or supplier) for medical or health services, such as: physician service, nurse service, dental service, hospital service, medical specialty service, mental health service, pharmacy, optometry, laboratory, radiology, ambulance, or other health services shall be provided to Wichita County for its files.

BIDDER PERSONNEL

Wichita County shall have the right to reject any person's entry into its facilities, and to require the removal of any person when it deems such action to be necessary for the safety and security of the facilities or its inmates/juveniles. It is further noted that the right of entrance by any person to the jail is under the sole jurisdiction of the Wichita County Sheriff's Office and entrance by any person to the Juvenile Detention Facility is under the sole discretion of the Wichita County Chief Juvenile Probation Officer or his designee.

BIDDER COOPERATION

All Bidder personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Wichita County Sheriff's Office, prior to
entrance to any facility. The individual and the Bidder will provide such cooperation as may be reasonably required to complete the security check. Wichita County agrees to perform such security checks in a timely manner and not unduly delay such checks.

COMMUNICATION

Meetings between the health services and the Evaluation Committee or authorized designees of the Wichita County Sheriff will be scheduled. The meetings will include a review of documentation, statistics and other information requested to facilitate good communications and good rapport between the Sheriff’s Office and Bidder.

PERMITS AND LICENSES

All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Bidder pursuant to the contract shall be secured and paid for by the Bidder.

CONTAMINATED WASTE

The Bidder shall be responsible for the disposal of all medical waste, including infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by Federal, State and local laws. All costs related to the removal and disposal shall be at the expense of the Bidder.

PHARMACEUTICAL

The proposal must contain a comprehensive pharmaceutical plan for inmates housed at the jail and juvenile facilities.

The Bidder may submit additional information regarding the provision of indigent pharmaceuticals for Wichita County, in addition to that provided to inmates.

REIMBURSEMENT FOR SERVICES

Wichita County will pay the awarded contract provider in equal monthly installments.

PRICE PROPOSAL

A Proposal Price Sheet (Attachment B) which states, the total base price for which the Bidder offers to provide the services and meet all the requirements of the RFP for the first year, based on an average daily population of 500 inmates should be completed.

SPECIFICATIONS AND PROGRAM REQUIREMENTS

ADMINISTRATIVE REQUIREMENTS

1. The Bidder will provide proposed staffing, including supervision of staff, and clerical support, in their response.
1. The Bidder must include an analysis of its proposed staffing to cover all three facilities, 24 hours per day.

2. The Bidder will explain its ability to provide monthly statistics for all medical and other care provided.

3. The Bidder will explain its procedures for answering inmate grievances.

4. The Bidder should explain its approach to providing a comprehensive quality review program that will monitor the health services provided and implement improvement plans.

5. The awarded contract provider will provide any written manuals of standardized policies and defined procedures, including protocols.

6. The Bidder shall provide information indicating the degree of assistance that will be provided to the Wichita County Sheriff's Office in manmade or natural disasters or threats thereof.

PERSONNEL INFORMATION

1. Adequate health care personnel required to provide those services listed in this RFP must be provided. Proposals must show a complete and detailed staffing arrangement, by degree of competence, which shall provide adequate support for the operation of the health care program.

2. The Bidder must provide sufficient clerical staff to support the medical contract.

3. Written job description and protocols to define specific duties and responsibilities for all assignments would be helpful in reviewing each submitted bid.

CARE AND TREATMENT INFORMATION

1. The Bidder must explain how its staff will identify, respond to, and coordinate 24 hour a day emergency health care services.

2. Each Bidder's staffing model should permit inmate sick call requests to receive a response by appropriate staff members within 24 hours.

3. The Bidder will provide information on how they will address necessary laboratory and x-ray services.

4. The Bidder should also provide information on any infection control program(s) they will implement.
5. The Bidder must explain how it will provide mental health services in compliance with state standards.

6. The Bidder must provide a program for meeting the special needs of the female population, e.g., pregnancy.

7. The Bidder must explain its procedures for complying with state standards regarding matters such as intake screening and health assessments and the provision of other medical, mental, and dental services.

8. Non-inmate health services may be required on an emergency basis.

9. Inmates will not be permitted to assist health care provider with any services, including clerical.

10. The Bidder must provide for the purchasing, dispensing, recording, administration, and storage of all pharmaceuticals, including psychotropic medications, by qualified personnel and for the proper storage of syringes, needles, and surgical instruments.

11. The Bidder must provide routine and emergency dental care for each inmate under the direct supervision of a licensed dentist and must establish a defined scope of available dental services including emergency dental care.

MEDICAL RECORDS INFORMATION

1. A medical record consistent with state regulations and standards of medical care for correctional institutions shall be created for each inmate upon commitment. These records will be updated during the inmate’s incarceration to accurately and thoroughly document the inmate’s health care. The records will be maintained separately from the jail confinement records of the inmate, but remain at all times the property of the Wichita County Sheriff.

2. The Bidder will use an electronic method of generating, maintaining, and storing medical records. Please describe the electronic system the Bidder will use and all services offered within the system. This system must integrate or interface with current jail management software (Justice Solutions or any other software company the County may contract with in the future). Any training associated with software for County personnel must be supplied by the Bidder. The electronic medical record system must be accessible by designated members of the Sheriff’s Office.

3. Individual health care records will be initiated and maintained for every inmate regarding medical, dental, and/or mental health services received from the time of commitment until release. Those records must also be retained for five years until after the inmate has been released from the custody of Wichita County, Texas.

4. Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Criminal Justice, Federal Bureau of Prisons, U.S. Marshal Service, Department of Defense, Homeland Security and various municipalities. The Bidder must include procedures to promptly notify the Sheriff's designee of non-routine medical care
that will be the financial responsibility of the listed agencies. The Bidder must also be able to prepare a Texas Uniform Health Status Update to be sent with all inmates being transferred to the Texas Department of Criminal Justice, any other correctional or detention facility, or any mental health facility.

5. The Bidder will examine and provide medical clearance for all inmate workers.

SUPPLIES AND OFFICE EQUIPMENT

The Bidder should provide a list of all disposable supplies it will provide at its own expense.

The Bidder will need to provide all computers, scanners, printers, copier(s), and fax machine(s) as well as the supplies for the operation of same, e.g. toner, paper, etc. All such equipment must be approved by the Information Technology Department of Wichita County, Texas.

SERVICES TO STAFF

1. The Bidder must explain how its staff will identify, respond to, and coordinate emergency health care services for staff.

2. The Bidder shall provide health education for Detention Facility staff at least quarterly in such areas as:
   - Blood borne pathogens
   - Recognizing and responding to suicide
   - Recognizing and responding to mental health concerns
   - Recognizing and responding to emergency situations and the appropriate procedures
   - First Aid/First Responder training

3. The Bidder shall provide management of the vaccination programs for all Detention Facility staff. The County will bear the cost of the vaccines.

4. The Bidder shall provide an annual TB screen for all Sheriff’s Office employees, and volunteers.
MEDICAL EQUIPMENT INVENTORY

The following is a general overview of basic equipment currently owned by the Facility and which will be available for use by the Bidder.

MAIN FACILITY

- Autoclave
- Two Exam Beds
- Two EKG Machines
- Two Wall-Mounted Blood Pressure Cuffs
- Two ENT Otoscopes
- Filing Cabinets
- Eye Chart
- First Aid Kit
- Two Medicine Cabinets
- One Dental Chair
- One Dental X-Ray
- Craftsman Med Cart
- Two O2 Concentrators
- One Shower Chair
- Two Wheelchairs

ANNEX FACILITY

- One Large Refrigerator
- One Exam Bed
- One Medicine Cabinet
- One Scale
- One EKG Machine
- One Airway Bag
COUNTY OF WICHITA, TEXAS

PROPOSAL PRICE FORM

In the costs provided below, include all labor, materials, services, supplies, and equipment necessary for the completion of the work described in this document and as proposed by the bidder. If your increase in cost after the first year is based on a formula or relates to an inflationary increase, provide the formula and any explanation for the calculation of the inflationary increase.

1. Total cost of first year contract $____________________________

   Additional cost/refund per inmate when the average daily population is:
   a. over [number] $__________________
   b. under [number] $____________________

2. Total cost of the second year of contract $___________________

   Additional cost/refund per inmate when the average daily population is:
   a. over [number] $__________________
   b. under [number] $____________________

3. Total cost of the third year of contract $______________________

   Additional cost/refund per inmate when the average daily population is:
   a. over [number] $__________________
   b. under [number] $____________________

4. Total cost of the fourth year of contract $_____________________

   Additional cost/refund per inmate when the average daily population is:
   a. over [number] $__________________
   b. under [number] $____________________

5. Total cost of the fifth year of contract $_______________________

   Additional cost/refund per inmate when the average daily population is:
   a. over [number] $__________________
Provide a breakdown of the total price by line item descriptions and amounts (e.g. staffing, pharmaceuticals, supplies, general administrative and operating costs, etc.) The total for the line items should be the same as the total base price above.
ATTACHMENT D

Contractual Provisions

The following provisions must be omitted from any proposed Agreement:

1. Wichita County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, all services are secured for use by the County. Exemption certificates will be provided to Contractor upon request. Any contract provisions requiring the payment of taxes on behalf of vendor must be omitted.

2. Pursuant to § 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to § 2251.025, Texas Government Code, an overdue payment bears interest set by that law. No provision of the proposed contract may conflict with this law.

3. The County will not be subject to arbitration; therefore, the proposed contract must not include a provision requiring arbitration. The County will not agree to a limitation of damages or warranties or a shorter period of limitations than provided by Texas law.

4. The County cannot indemnify a third party. The County will not agree to any provisions that require indemnification of the Contractor by the County.

The following provisions must be included in any proposed Agreement:

1. It is expressly understood and agreed that the County has available the total maximum sum of funds certified available by the County Auditor of Wichita County for the purpose of satisfying the County’s obligations under the terms and provisions of any Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of the County as to payment under the terms and provisions of any final agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying the County’s obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying the County’s obligations under the terms and provisions of the final agreement, the sole and exclusive remedy of Contractor is to terminate the agreement.

2. The proposed contract must comply with Tex. Gov't. Code §§ 552.001 et seq., as amended (the “Public Information Act). Furthermore, it is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas, and comply with all statutory requirements for seeking such advice, decisions, and opinions, including sending the information to the Attorney General, in regard to the application of the Public Information Act to information, whether or not the same is available to the public. It is further understood that the County, its officers, and employees retains the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees has no liability or
obligations to Contractor for the disclosure to the public, or to any person or persons, of information in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

3. The final agreement will consist of the final contract approved and signed by both parties, this Request for Proposal with all Attachments; the Contractor’s documents tendered with its Proposal, all documents referenced therein, and all of the attachments or schedules thereto. In the event of any conflict between either the terms and provisions of the final contract approved and signed by both parties or Customer’s advertised bid specifications, term and conditions, or any portion thereof this Attachment D and all other Customer’s bid specifications, terms and conditions shall control.

4. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless Wichita County, its officers, elected officials, appointed officials, agents, servants, representatives and employees from any and all claims, actions, lawsuits, damages, judgments, penalties, fines, costs, expenses attorneys’ fees and attorneys’ expenses or liabilities of any kind whatsoever, whether direct or indirect, foreseen or unforeseen, arising out of
   - the health care services rendered or required to be rendered to the inmates or juveniles;
   - the actions, or inactions of, or the performance or nonperformance of the duties, obligations, or services required by the Contract;
   - employment issues involving Contractor’s employees, officers, agents, servants, representatives, employees, or independent contractors, even if such employment issue relates to a revocation of security clearance by Wichita County, the Sheriff, or the Chief Juvenile Probation Officer.

This indemnification requirement applies to all such services, actions, inactions, performance, or nonperformance involving Contractor’s employees, officers, agents, servants, representatives, or independent contractors. The County, Sheriff, or Chief Juvenile Probation Officer will promptly notify Contractor of any incident claim or lawsuit of which they become aware and fully cooperate in the defense of such claim. Contractor must take all steps necessary to promptly defend and protect the County, Sheriff, Chief Juvenile Probation Officer, their officials, employees, agents, representatives, including retention and compensation of defense counsel designated by the County for the entities or persons named.

This indemnification requirement shall not require indemnification of any judgment awarded against an individual employee of the County, Sheriff, or Chief Juvenile Probation Officer for damages resulting from deliberate actions that knowingly and intentionally, with subjective intent to cause harm, deprived a person from receiving medical care for a serious medical need ordered by Contractor, its employees, officers, agents, servants, representatives, or independent contractors.

It is expressly understood that the County, Sheriff, Chief Juvenile Probation Officer, their officers, elected officials, employees, agents or servants are not waiving any applicable immunities granted to them under state or federal law by execution of any final
agreement. The County, Sheriff, Chief Juvenile Probation Officer, their officers, elected officials, employees, agents, or servants retail all additional limitations to their responsibilities or liability from the terms and provisions of the Constitutions, federal laws and the laws of the State of Texas.

This indemnification requirement must survive termination of the agreement between the County and Contractor.

5. FAILURE TO PERFORM - REIMBURSEMENT:

If Contractor fails to perform any services required by the agreement within time specified below, the Contractor shall incur a penalty as provided below. The amount of the penalty will be deducted from the monthly payment due to Contractor.

No penalty will be assessed until County and Contractor have had the opportunity to discuss the deficiency in service(s). If Contractor fails to be available for such discussions within 5 business days of notice of such deficiency, the County may assess the penalty without a discussion. While the County’s intent is to discuss and mutually agree upon any corrections to deficiencies, the determination of whether a penalty is warranted will be at the sole discretion of Wichita County.

<table>
<thead>
<tr>
<th>Category</th>
<th>Time Limit</th>
<th>Penalty</th>
<th>Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intake screening, including TB and mental health</td>
<td>within 6 hours of booking</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Health Assessment, including mental health assessment and dental screening</td>
<td>within 14 days of booking</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Sick Call triage</td>
<td>24 hours</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Sick Call clinic</td>
<td>within 48 hours of referral</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>TB follow-up</td>
<td>7 days from booking</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Periodic Health Assessment</td>
<td>12 months from booking</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Chronic Care Clinic</td>
<td>90 days from booking</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Inmate complaint/grievance</td>
<td>72 hours</td>
<td>$100</td>
<td>Per inmate/Per occurrence</td>
</tr>
<tr>
<td>Accreditation Status</td>
<td>Loss of or failure to obtain</td>
<td>$10,000</td>
<td>Per occurrence</td>
</tr>
<tr>
<td>Negative Finding by the Texas Commission on Jail Standards</td>
<td></td>
<td>$10,000</td>
<td>Per occurrence</td>
</tr>
</tbody>
</table>
6. **TERMINATION**
   a. **TERMINATION FOR BREACH OR DEFAULT BY Contractor.** If Contractor materially breaches any of the terms and conditions set forth in the Agreement or fails to perform the obligations set forth in the Agreement and fails to cure the breach or failure within 30 calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, the County may terminate this Agreement. If Contractor fails to cure the breach or fails to perform within 30 days, termination by The County shall be effective upon delivery of the notice of breach or failure to perform. The County will be responsible for payment of all sums due under this Agreement up to the effective date of the termination.

   b. **TERMINATION FOR BREACH OR DEFAULT BY CUSTOMER** If The County materially breaches any of the terms and conditions set forth in the Agreement or fails to perform the obligations set forth in the Agreement and fails to cure the breach or failure within 30 calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Contractor may terminate this Agreement for breach. Termination by Contractor shall be effective upon written notice to The County.

   c. **TERMINATION FOR LOSS OF FUNDING** The Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Contractor if the County has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by The County to secure the necessary funding and if no substitute arrangement is made by The County to obtain the same or similar System or Services from another source.

   d. **TERMINATION WITH NOTICE** Either party may terminate the Agreement by providing ninety (90) calendar days written notice to the other party.

   e. **EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES** Termination of this Agreement for any reason will not affect any liabilities or obligations of either party which became due prior to the effective date of the termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

7. Any alterations, variations, modifications, or waivers of the provisions of the contract will be valid only if they are reduced to writing, duly signed by the parties. No such writing shall be valid unless signed by a person authorized to sign such writing by the Wichita County Commissioners Court.

8. The awarded contract provider will provide its full cooperation to the County, Sheriff’s Office, and Juvenile Detention Department regarding the County, Sheriff and Juvenile Detention’s duties to monitor compliance with all contractual and legal requirements for the provision of services to inmates and juveniles under the agreement and ensure the cooperation of its employees, agents, and subcontractors. Further, the Contractor will make available for inspection and/or copying when requested inmate health care records, original time sheets, invoices, charge slips, credentialing statements, continuing education records, training records, and any other data, records, and accounts relating to the Contractor’s work and performance under the contract. In the event the Contractor does not hold such material in its original form, a true copy shall be provided.
9. The Agreement is subject to Texas law and the mandatory venue for any suit filed regarding the agreement is in the District Courts of Wichita County, Texas.