



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 180501

RFP TITLE: INFIRMARY MEDICAL SERVICES FOR COUNTY JAILS & DETENTION FACILITIES

DATE DUE: SEPTEMBER 18, 2018

DUE NO LATER THAN 11:00 A.M.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

Please return Proposal **ORIGINAL ONE (1) and EIGHT (8)** copies in sealed envelope. Be sure that return envelope shows the Proposal Number, Description and is marked "SEALED RFP".

RETURN PROPOSAL TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.**

MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:

Meeting – Friday, August 24, 2018 at 9:00 A.M.

PRE PROPOSAL MEETING LOCATION: Cameron County Jail – 7300 Old Alice Rd, Olmito, Tx.

CONTACT PERSON: Fermin Leal at 956-554-6700

Pre proposal questions must be submitted by: **Friday, August 17, 2018** (e-mail or fax 956-550-7219 Mike Forbes)

Answers to pre-proposal questions will be posted to web site and be made available at the Pre Proposal Meeting

Follow up questions deadline - must be submitted by: **Friday August 31, 2018**

Answers to follow up questions will be posted to web site by: **Friday September 7, 2018**

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us To ask specific questions on project requirements, please call: **Dean Garza – Infirmary Director at (956) 554-6700**

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s : Real Estate _____ Personal Property _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Print Name: _____ Signature: _____

How did you find out about this Proposal? _____ (ex: Newspaper, Web, mailout)

Is Proposer's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this Proposal according to the published provision of this Proposal. When an award letter is issued, this RFP becomes the contract. If a Proposal required specific Contract is to be utilized in addition to this Proposal, this signed Proposal will become part of that contract. When an additional Contract is required a Proposal award does not constitute a contract award and Proposal / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

Items checked below represent components which comprise this /Proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this Proposal. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your Proposal packet.

Cover Sheet

Your company name, address and your signature (**IN INK**) should appear on this page.

Instructions to Proposers

You should be familiar with all of the Instructions to Proposers.

Special Requirements

This section provides information you must know in order to make an offer properly.

Specifications / Scope of Work

This section contains the detailed description of the product/service sought by the County.

Attachments

Attachments A, B, C, D, E, F,G, H, I, J

Be sure to complete these forms and return with packet.

Proposal Guaranty & Performance Bond Information & Requirements

This form applies only to certain Proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.

Minimum Insurance Requirements

Included when applicable

Worker's Compensation Insurance Coverage Rule 110.110

This requirement is applicable for a building or construction contract.

Financial Statement

When this information is required, you must use this form.

Other - Final Reminders To double check before submitting RFP

Is your Proposal sealed with Proposal #, title, Proposers Name, & return address, on outside?

Did you complete, sign and submit page 1?

Did you complete and submit attachments A,B,C,D,E,F,G,H,I,J ?

Did you provide the number of copies as required on the cover page?

Did you visit our website for any addendums?

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in responding please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING PROPOSALS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective Proposers (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to Proposal and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at:

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your Proposal is complete, and double check your Proposal for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The Cameron County's specifications may be exceeded and should be noted by the Proposer as such. Any Proposal NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to Proposal is governed by the competitive Proposal requirements of the Cameron County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Cameron County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Proposal, the Change(s) and addition(s) will be forwarded to all Proposers involved as quickly as possible in the form of a written addendum only.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G, H, I, J and return all with your Proposal.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed**. Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site

at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link: http://www.co.cameron.tx.us/administration/purchasing_department/index.php

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock).

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding Proposers will receive written notification regarding the outcome of the award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other Proposers, media as per the Open Records Act and not be confidential in nature. Upon signing of a contract, proposals and contracts are subject to the State of Texas "Open Records" law. If any information is to be considered proprietary, the Proposer must place it in a separate envelope and mark it "Proprietary Information." Cameron County retains the final authority as to the extent of material that is considered proprietary or confidential.

BINDING EFFECT: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Cameron County RFP, the Proposer's RFP in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful Provider and Cameron County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to special housing, infirmary and health service units. Such scope of service documents will be incorporated into the contract agreement. Provider acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

LAWS, RULES, REGULATIONS, ORDERS: The Proposer must at all times comply with all applicable laws, rules, regulations and order of the Federal Government, State of Texas, County of Cameron, and the City of Brownsville. Proposer must, also meet and comply with all current Texas Commission of Jail Standards for medical requirements.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND EIGHT (8) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified. RFP's **MUST** give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT.**
2. RFP's **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
3. The Cameron County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as

amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

4. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Successful proposer must agree and will comply with all Texas Jail Commission Standards / Requirements as they pertain to Cameron County Jail/Detention Infirmiray operations.
7. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
9. Cameron County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 90 days from the due date of receipt wihtout actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.
16. The period for reaching acceptance decision of this Proposal will be **ninety (90) calendar days**.
17. If a Bid Bond is required in this Proposal it must be included in Proposers sealed RFP package.

17. **MANDATORY PRE-PROPOSAL CONFERENCE** In accordance with Texas Local Government Code § 262.0256 the conference will be conducted by Cameron County on **Friday, August 24, 2018 at 9:00 A.M.**, in the Carrizales –Rucker Detention Center, 7100 Old Alice Road, OLmito, Tx. 78575. This is to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities. Participation in the conference is mandatory for any proposer intending to submit a proposal in response to RFP # 180501. The site tours are also mandatory to avoid the situation of a RFP being

submitted without the proposer having seen the facilities. Any company planning to attend the conference and site tours must submit a " Letter of Registration" to the Cameron County Purchasing Office prior to the date of the conference. Letter shall include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider proposing and not more than three individuals may participate for a single proposer. Any additional participants must receive the advance approval of Cameron County. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the proposer; however, at least one company representative must represent the proposer at each activity. A mandatory pre-proposal conference will be held (See Page # 1 for Date, Time, and Location) to discuss issues or questions which Proposer may have pertaining to this RFP. To ensure all Proposers' responses reflect a complete understanding of the conditions, operation, location, requirements, space availability, and surrounding areas to meet the deliverables of the contract, a tour of the facility will be conducted at the pre-proposal conference.

18. BID BOND : All RFP's must be accompanied by a guaranty given in the amount of 5 % of the proposed contract amount and may be given at the option of the Proposer by BID BOND, from a reputable insurance company authorized to post such Bonds in the State of Texas, or CERTIFIED COMPANY CHECK OR CASHIER'S CHECK .

- i. Proposers must submit Bid Bonds based upon the following formula:
- ii. The estimated value of the contract shall be based upon the average unit inmate population, times 365 days times your price per inmate times 5%.

Example: 1,329 average inmates x 365 days per year x your price per inmate x 5% = (equals) Bid Bond

19. PERFORMANCE BOND: A performance bond in the amount of \$ 300,000 will be required of the successful proposer upon award of contract. The bond shall remain in effect for the term of the contract.

20. INSPECTION: Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an Proposer cannot furnish a sample of a Proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the Cameron County can reject the RFP as inadequate.

21. TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposal for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection.

22. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

23. FUNDING: Funds for payment have been provided through the Cameron 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 Cameron County fiscal year shall be subject to budget approval.

24. INVOICES AND PAYMENTS: (a) Seller shall submit an invoice ofr each month of service, in duplicate. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until 30 days after receipt of the invoice as submitted. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds

available for the purpose of the purchase. The Purchase Order may be cancelled by the County due to lack of funds. The County will be responsible for the payment for services rendered through the date of cancellation but not beyond. (c) Do not include Federal Excise, State or City Sales Tax. Cameron County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Proposer for correction. Under term contracts, when multiple deliveries and/or services are required, the Proposer may invoice following each delivery and the Cameron County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Proposer should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE STREET,
BROWNSVILLE, TEXAS 78520**

and additional two copies to

**CAMERON COUNTY SHERIFF'S DEPT.
7300 OLD ALICE RD,
OLMITO, TEXAS 78575**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

Monthly certified invoices shall be prepared by the successful Proposer. These invoices shall reflect the preceding month's medical services, detailing the exact number of inmates served, and broken down as follows:

1. Actual number of regular inmate
2. Any additional services authorized by the Cameron County Infirmary Administrator or County Sheriff

Monthly invoices must reference the Cameron County Purchase Order number in order to be processed. After verification and approval, the invoice will be forwarded to the Cameron County Auditor/ Accts. Payable for payment.

25. PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

26. PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment will be processed within thirty (30) days after receipt of a correct invoice or completion of services; whichever is later as required by V.A.C.S. Article 601f.._Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

27. PRICE RE-DETERMINATION: A price re-determination may be considered by Cameron County only at the anniversary date of the contract. All requests for price re-determination shall be in written form, shall be submitted to the Cameron County Sheriff a minimum of sixty (60) days prior to anniversary date and shall include supporting documentation. Requests for price re-determination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) (calculated to the next 1/20th of one percent (1%) of the South region for All Urban Consumers) as published by the United State Department of Labor.

Price increase or decrease will be determined by dividing the current average index by the prior year's average index. All calculations will be carried to two places only, with no rounding off to the next digit. **For purposes of this contract, the Medical CPI shall not exceed an annual increase of 5.0%.**

EXAMPLE: \$.924 = Current Inmate Average
 156.1 = Current Average Index (1997)
 150.1 = Last Year's Average Index

156.1
 150.1 = 1.04 x \$.924 = \$.961
 \$.961 = New Inmate Average

Refusal by either party to exercise an option to renew shall require the contract to expire on the original, or a mutually agreed upon date.

28. 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.

29. ALTERNATIVE PROPOSALS: Cameron County may entertain alternative proposals submitted by any or all proposers but the primary response must correspond directly to the immediate requirements of the RFP (or that's specific section of the RFP if only a particular service is being Proposed). Such alternatives may include, for example, catastrophic limits, aggregate cap, modified staffing, etc.

30. 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 proposers and is not guaranteed to be relied upon for future volumes

31. PROPOSER COMMUNICATION: Proposers are prohibited from communication directly with any employee of Cameron County, except as described herein. Cameron County will not be responsible to verbal information given by any Cameron County employee of other person other than duly authorized Cameron County Staff. This issuance of a written response to questions and or written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

32. 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 one (1) year 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.

33. **CONFIDENTIALITY:** All completed and submitted proposals become the property of Cameron County. Cameron County may use the RFP for any purpose it deems appropriate. Prior to Cameron County approval, the RFP/application material is considered as “draft” and is not subject to the Texas “Open Records” law. After approval by Cameron County, the RFP material becomes part of the contract between the successful proposer and Cameron County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Open Records” law. If any information is to be considered proprietary, the Proposer must place it in a separate envelope and mark it “Proprietary Information.” Cameron County retains the final authority as to the extent of material that is considered proprietary or confidential.

34. **AUTHORIZATION:** By order of the Commissioners’ Court of Cameron County, Texas sealed proposals will be received for Services: Inmate Health Care, **RFP No. 180501**

**REQUEST FOR PROPOSAL
MEDICAL SERVICES
CAMERON COUNTY CORRECTIONAL FACILITIES**

I. PURPOSE

Cameron County is soliciting Request for Proposals (RFPs) from qualified Proposers to provide professional services for comprehensive health care to the inmate population including but not limited to management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray and on-site routine medical services.

The county will be reimbursed 100% on any monies that are unused for a fiscal year (off site patient care and pharmacy monies).

Cameron 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 Cameron County Detention Facilities (which consists of the Cameron County Carrizales Rucker, Ruben Torres # 1 & 2 Detention Facilities, and Old County Jail. The total health care system network is to provide health care in order to help facilitate quality preventive care and education, early identification and intervention, and treatment. The purpose of this RFP is to (1) design and establish an on-site medical services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, and stabilization of urgent and emergency medical conditions); (2) design and establish an on-site Dental Services program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment); (3) establish an on-site Mental Health care system to meet the needs of the inmates; and (4) establish an off-site Preferred Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided at the correctional facilities. The primary objective of this RFP is to provide cost effective medically necessary services and maintain a level of quality in accordance with standards established by the Texas Commission of Jail Standards (website: <http://www.tcjs.state.tx.us>). Compliance is encouraged with the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). The Provider to implement these objectives shall be referred to as the Proposer. The subsequent contract shall apply to inmates that are housed in the correctional facilities and included in the average daily population. The average daily population shall be 1,200. All services must be provided seven days/week and support services for the entire population.

Cameron County's intent of this Request for Proposals and possible contract is to obtain information from and the services of a qualified professional services corporation with extensive experience in the provision of medical/dental care to jail and/or prison inmates, detainees. Cameron County's current inmate/detainee population is approximately 1,200 inmates.

Proposers are invited to submit variations from the specific requirements of this RFP, provided that the level and quality of services are maintained in accordance with the standards cited above. Any variations from the specific requirements of the RFP shall be clearly identified and listed on a separate addendum to the RFP. Government entities who are proposing and requesting exemptions must indicate their exemption on a separate addendum to the RFP. **The successful Proposer will negotiate in good faith with Cameron County to formulate a contract for correctional medical services.**

Medical Services: for the purposes of this RFP, medical services include medical, dental, and mental health services.

Average Daily Population: for the purposes of this RFP, the average daily population shall be 1,200. The average daily population is defined as the average monthly population of inmates divided by five months (Dec through April 2018). During that five month time period the lowest monthly average inmate population for one month was 1,240 and the highest monthly average inmate population for one month was 1,400.

Dec 2017:	1,336
Jan 2018:	1,320
Feb 2018:	1,240
March 2018:	1,350
April 2018:	1,400
Average Monthly Population	1,097

United States Marshal’s Service will compensate for limited medical services for inmates under their supervision. These rates are subject to negotiation with the United States Marshals’ Service. Services usually compensated by the United States Marshal’s Service are: off-site medical services, pharmaceutical prescriptions, laboratory services and radiology services.

CONTRACT TERM: The successful Proposer will be awarded an initial contract for two years (2), effective from the contract execution date with an option to extend the contract (without re-advertising RFP’s) on a year to year basis for up to two (2) additional one year renewals. Prices must remain firm for each contract award period. Cameron County will consider price re-determination as discussed in section “PRICE REDETERMINATION”.

Cameron County presently operates facilities at the following locations:
7100 Old Alice Rd., Olmito, Texas 78575 – Carrizales – Rucker New Jail
1054 E. Harrison St, Brownsville, Tx. 78520 – Detention Center # 2
1145 E. Harrison St, Brownsville, Tx. 78520 – Detention Center # 1
954 E. Harrison St, Brownsville, Tx. 78520 – Old Cameron County Jail

A. OBJECTIVES OF RFP

To result in a contract between the successful Proposer and Cameron County that will meet the following objectives:

1. To deliver high quality medical services that can be audited against required medical standards.
2. To operate the medical services program using corrections-experienced and professionally trained personnel.
3. To operate the medical services program in a cost-effective manner with full reporting to Cameron County.
4. To implement a written medical services plan with clear objectives, policies, procedures and annual evaluation of compliance.
5. To maintain an open collaborative relationship with the administration and staff of Cameron County Sheriff’s Office, and other Cameron County Offices.
6. To maintain standards established by Cameron County, as well as Texas Commission of Jail Standards; ACA, NCCHC, state and federal correctional medical standards are encouraged. Up to vendor to be NCCHC ceretified.
7. To offer a comprehensive program for continuing staff and inmate training.
8. To operate the medical services service program in a humane manner with respect to the inmates' rights to basic medical services standards.

B. PROPOSAL PROCESS

The following is an anticipated schedule of events concerning the RFP process:

<u>Activity</u>	<u>Dates</u>
Distribution of the RFP	August 6, 2018
Mandatory Pre-proposal meeting and site visit	August 24, 2018
Due date	September 18, 2018
	<u>Projected Dates</u>
Evaluation by Committee / Presentations (if desired by Committee)	September 28, 2018
Comm Crt. Award of RFP	October 2, 2018
Negotiate Contract finalize and Comm. Court approval	October 2, 2018
Commence Services	<i>as soon as possible based on awarded firms ability to begin ASAP once contract has been awarded.</i>

C. QUALIFICATIONS OF PROPOSER

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

1. The Proposer must be organized for the purpose of providing institutional and/or volume medical services. Cameron County prefers that Proposer have five (5) years previous correctional medical experience with proven effectiveness in administering large scale corrections medical services programs, and Cameron County prefers at least one (1) year of medical services to have been provided in the State of Texas.
2. The Proposer must have a proven ability for a contract start-up within sixty (60) days of execution of contract; however, the contract will stipulate the actual start-up date.
3. Proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
4. The Proposer must respond to Cameron County calls for assistance with concerns. An on-site management representative visit as requested by the Cameron County Infirmary Administrator or the Cameron County Sheriff may be required.
5. The Proposer must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the Proposer must be clearly delineated in the RFP.
6. The Proposer shall submit a list of five (5) references, including name of institution, address, and contact person and phone number.
7. The successful Proposer shall submit a **PERFORMANCE BOND in the amount of \$ 300,000** or a one year period as required by Local Government Code, Section 262.032 (b), in a form acceptable to Cameron County, prior to the execution of the contract. Any questions pertaining to this bond should be directed to Dylbia Jefferies, Attorney, Cameron County Legal Division, (956) 550-1345, prior to the RFP due date.
 - i. The Performance Bond must be filed with the Cameron County Legal Division Attorney prior to the execution of the contract.
 - ii. *Note: The Performance Bond must be issued by an insurance company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.*

D. SELECTION CRITERIA - CRITERIA FOR EVALUATION

Mandatory requirements include:

1. Compliance with RFP instructions.
2. Compliance with general requirements for all contracts by governing bodies overseeing the facility.

The Proposer will be selected based on the Proposer's written RFP and any requested presentations. The Selection Committee will review all RFPs and make their recommendations for selection.

All proposals will be evaluated by a County Selection Committee (Committee). The County Selection Committee may be composed of County staff and other parties that may have relevant expertise or experience. The Committee will select a Provider in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

All contact during the evaluation phase shall be through the Cameron County Purchasing Department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact and/or influence members of the Committee may result in disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposals that are unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Proposers are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible proposer whose response conforms to the RFP and whose Proposal presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the proposer(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information needed by this RFP should be considered as minimum requirements. Each of the following Evaluation Criteria below will be used in ranking and determining the quality of proposal. Proposals will be evaluated according to each Evaluation Criteria, and scored on a five-point scale. The scores for all the Evaluation Criteria will then be added according to their assigned weight (below) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

II. EVALUATION AND SELECTION CRITERIA

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled. Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points

Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points

Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points

$\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$

$\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

WEIGHT:

A. 15 points Company background and experience:

The Proposers' demonstrated correctional facilities experience and expertise including years of experience. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, district manager, transition team, and local and regional support network. The Proposers' financial stability and condition.

B. 35 points Evaluation based on specifications:

Those items as outlined in:

II. Proposer Requirements

III. Scope of Services

IV. Awarded Proposer to Provide

VIII. Contract

and any other services as offered by Proposer

C. 10 points Continuous Quality Improvement:

A Continuous Quality Improvement (CQI) Program to evaluate the medical care provided to the inmates for quality, appropriateness, and continuity of care.

D. 10 points Response to customer reference checks:

Proposer shall include a listing of references with their RFPs, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to Cameron County. Proposer will also indicate which contracts have been lost within the past 2 years and give reason. Proposer will indicate those facilities currently under contract which have attained accreditation as a result of their efforts.

E. 30 points The price for medical services proposed.

E. EVALUATION OF RFP SUBMITTED

The RFPs will be evaluated by a Selection Committee consisting of representatives from Cameron County with the final decision resting with the Cameron County Commissioners' Court. The criteria used for determining the most advantageous RFP will include the following:

The Proposers' qualifications, expertise, and experience in providing the required services; in addition, qualifications, expertise, and experience of the professionals proposed by the Proposer to subcontract to provide services for the Proposer;

1. The extent to which the proposed medical services meet the correctional facilities current and expected requirements as specified in this RFP. The extent to which the proposed services meet the guidelines prescribed by the Texas Commission of Jail Standards, American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the American Medical Association (AMA), and any other applicable local, state, or federal guidelines, rules, regulations, code, and/or laws. It is the expectation of Cameron County that the Proposer will reference in its proposal compliance with the guidelines and laws cited above. Further references to the required certifications should also be made with a sufficient level of detail (i.e., identify the required certification, the certifying authority, the name and phone number of the point of contact at the certifying authority, and any other identifying data) to permit the evaluation committee to verify the certification. The extent to which the Proposer meets all other RFP requirements specified herein. Any other pertinent criteria as determined by Cameron County.
2. Evaluation based on specifications as outlined in: II. Scope of Services, III. Proposer Requirements, IV. Contract and any other services as offered by Proposer.
3. The Proposer will provide a program for a Continuous Quality Improvement (CQI). The CQI program will be utilized to evaluate the medical services provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. The Proposer shall actively seek out opportunities for improvement for problems identified by the contract monitor or Cameron County Sheriff's Office staff regarding the on-site medical services rendered to inmates.
4. The Proposer references from current clients/customers.
5. The price for medical services.
6. Procedure - Submitted proposals will be reviewed by a Selection Committee. Proposers who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

7. Oral Presentations - Evaluation/Selection Committee may hear oral presentations (if required). Proposers are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Proposer intends to provide to Cameron County. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non comply". Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to Cameron County. Oral presentations, if conducted, will be conducted at the discretion of Cameron County. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer 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 offerers will be notified of time and date.
8. At the conclusion of discussions, the Proposers will be ranked based on selection criteria, and final negotiations will be conducted with the Proposer selected by the Cameron County Commissioners' Court. If a satisfactory agreement can be reached, the contract shall be awarded to the Proposer; otherwise, negotiations will be conducted with each subsequent Proposer until a satisfactory contract can be established or until the Cameron County Commissioners' Court determines that rejection of all proposals is the best interest of Cameron County.
9. The Cameron County Commissioners' Court will assemble a Selection Committee for the purpose of RFP evaluations.

F. METHOD OF AWARD

1. The award will be made to the Proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless Cameron County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will or will not be available to the Proposer.
2. Cameron County reserves the right to award this contract not necessarily to the Proposer with the lowest price, but to the Proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful Proposer will be chosen based on the qualifications and selection criteria as discussed in this proposal.
3. After the deadline for proposal submission, Cameron County reserves the right at its sole option to extend a Best and Final Offer (BAFO) opportunity to any or all of the top scoring Proposers. Proposers may be asked to submit additional information specific to program specifications and cost. All proposers from whom BAFO is requested will be given the same instructions and must respond to these instructions in order to be considered further.
4. The successful Proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Cameron County. The successful Proposer will perform all services indicated in the proposal in compliance with the negotiated contract.

5. Cameron County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this Proposal. Cameron County will not pay for any information herein requested, nor is it liable for any costs incurred by the Proposer.
6. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful Proposer, all Proposers will be notified in writing of the selected firm.

G. PROPOSAL PACKAGE

1. PROPOSAL WRITTEN RESPONSE

- a. The Proposer shall respond in writing to each requirement outlined in this RFP and present it in the same format by the deadline. In some instances, it will be sufficient to affirmatively acknowledge agreement with the stated requirements. Any exception(s) should be specifically noted and explained. The Proposer shall submit one (1) original and six (6) copies of their proposal as indicated. The original proposal and all copies are to be bound and should be identical. Proposers having questions should contact Mike Forbes, Cameron County Purchasing Agent.
- b. Each offer shall consist of two (2) separate volumes. The two (2) volumes shall consist of Volume I, Business Proposal, and Volume II, Technical Proposal. The Business Proposal shall include all contract costs. The Technical Proposal shall include the scope of services, Proposer requirements, corporate experience, proposed staffing patterns, confidentiality, etc. The Proposer shall cross reference to the specific paragraphs of this request for proposals by including an index in the first text of each volume. Proposer shall submit one (1) original of Volumes I and II, and six (6) additional copies of Volumes I and II, for review and consideration.
- c. The pages of the proposal shall not be larger than or will be folded to 8.5 inches by 11 inches.
- d. The technical proposal shall cover the Proposer's approach for achieving the objectives of this contract, including calculations and any other data or material presented in sufficient detail for each factor to be evaluated in accordance with the evaluation criteria.
- e. The Proposer shall submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer. The Proposer shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.
- f. If subcontracting is to be used, the Proposer may submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The Proposer shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract. Subcontractors work at the discretion at the Cameron County Sheriff.
- g. The proposal shall describe the Proposer's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The Proposer shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time. The Proposer shall list the types of similar work performed within the last five (5) years for all requirements to be provided under its proposal. The Proposer shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

- h. If subcontracting is to be used, the Proposer shall describe the proposed subcontractor's past performance and effectiveness in similar work. The Proposer shall submit a list of the types of similar work performed by the subcontractor(s) within the last five (5) years. The Proposer shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.
- i. The Proposer may include any management information which it feels is pertinent, such as the-historical background of the company, biographical sketches of key personnel to be assigned to the work, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields.
- j. Proposals will be in a sealed packaged, clearly marked "Medical Services RFP".
- k. All proposals shall be binding for a period of ninety (90) days from the date of submittal.

2. Proposers must submit a response in the form of a proposal that includes the following sections:

- a. Transmittal Letter - This letter is to be a brief letter, addressed to Cameron County, which provides the following information:
 - Name and address of the Proposer;
 - Name, title and telephone number of the contact person for the Proposer;
 - A statement that the proposal is in response to this RFP; and
 - The signature typed name and title of the individual who is authorized to commit the Proposer to the RFP.
- b. Technical Proposal - This portion of the RFP must address each item listed below:
 - Company Profile
 1. General history, description and status of the company. Date organized to provide medical services management in institutional and correctional facilities.
 2. Corporate background and depth of support, including description of parent company, if any. If the Proposer is a subsidiary of another corporation, the Proposer shall indicate the length of this relationship and status with present ownership. Corporate and regional office organizational structure.(also Att. B)
 3. number of employees
 4. number of years doing business
 - Describe current contracts or business with other correctional medical services entities:
 1. client
 2. date of original contract
 3. type/size
 - Facilities currently accredited by State or Federal Accreditation Board
 1. name of facility
 2. accrediting agency - list all
 - Company achievements in providing correctional medical service management.
 - References (minimum 5) with similar inmate population to Cameron, with addresses and phone contacts. (Attachment A)
 - Proposer will also indicate which contracts have been lost (cancelled or terminated) within the past 2 years and give reason.
 - Non – Collusion affidavit. (Attachment B).
 - Residence Certification (Attachment C).
 - Attachments D thru J

- c. Policies. This portion of the RFP must address each item listed below:
- Proposals shall include company's policy on equal opportunity employment.
 - Proposals shall include company's policy on minority involvement of subcontractors including DBE and/or HUB.
 - Proposals shall include company's policy on local Proposer's involvement of sub-contractors. All Proposers shall make a good faith effort to utilize local medical providers as Sub-contractors under this RFP.
 - Proposals shall include a copy of company's safety and sanitation program and policy.
 - Description of overall services for correctional medical services, including controls to insure standards and operating results, frequency of audits, and schedules for analysis.
 - Company's policy on press and media relations. It shall be understood by, by the successful Proposer, that any press or media releases involving Cameron County medical services contract must first be coordinated with the Cameron County Sheriff. The proposal shall indicate the method the Proposer will follow in establishing and revising medical services policies and procedures.
 - During the term of the contract, the Cameron County Infirmity Administrator (at any time - by written notice and consultation with the Cameron County Sheriff) may make changes of a general administrative nature which do not adversely affect the scope of the contract or result in undue expenses to the Proposer.
 - All policies and procedures must be kept on site and be made available and open to inspection by Cameron County.
- d. Financial Stability and Experience - All RFP's must clearly define:
- The Proposer must submit financial statements for the last three years.
- e. Management and Support Staff - All proposals must clearly define:
- Resume of key administrative personnel must be submitted.
 - Resume of alternate medical services managers must be submitted.
 - Resume of key medical services staff must be submitted.
 - Medical staff dress code policy. Dress code policy is subject to approval by the Cameron County Sheriff.
 - If applicable, the Proposer must have qualified and trained staff with back-up personnel.
 - The Proposer must have the central office capability to supervise and monitor the program, ensuring satisfactory provisions of services.
- f. Price per Inmate – Cameron County will select Option determine to be in Cameron's best interest.
- Proposer shall submit price for annual medical services per Scope of Contract for Cameron County correctional facilities on one or more of the listed options:
Option 1: price for the provision of on site medical services exclusive of off-site medical services.
Option 2: price for the provision of on site medical services inclusive of off-site medical services.
Option 3: sliding scale price – based on incremental inmates for the provision of on-site medical services exclusive of off site medical services.
Option 4: sliding scale price – based on incremental inmates for the provision of on-site medical services inclusive of off site medical services.

g. Operational Standards - All proposals must clearly define:

- Procedures for delivery of medical services to the inmates and staff.
- Quality and inventory control methods and standards.
- Specific procedures for providing safe, sanitary, and secure medical services management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
- Procedures for dealing with inmate/staff complaints about medical services and minimizing the potential for inmate litigation.
- Any additional equipment necessary for efficient medical services operation.
- Procedures for monthly billing and monthly inventory of medical services.
- Operational procedures for handling medical services should on-site infirmary facilities be rendered unusable through fire, etc.

h. Insurance – Copies of Insurance Certificates shall be filed with the Cameron County Civil Legal Division Attorney and a copy sent to the Cameron County Purchasing Agent ten (10) days prior to the award of the proposal. Proposer shall maintain, at their expense, the established levels of insurance as shown below for Worker’s Compensation, Comprehensive General Liability and Property Insurance. Proposer shall provide types of insurance and limits and provisions as contained herein:

- Worker’s Compensation and Employer’s Liability Statutory \$500,000.00 for each accident.

• Comprehensive General (Public) Liability, to include, but not limited to, the following:

1. Independent Contractors
2. Premise/Operation
3. Personal Injury
4. Products / Completed Operations
5. Contractual Liability – Bodily Injury, \$1,000,000.00 per Occurrence.
6. Property Damage, \$1,000,000.00 per Occurrence or Combined Single Limit for Bodily Injury and Property Damage, \$2,000,000.00

• With respect to this required insurance, Cameron County shall:

1. Be named as additional insured / or an insured, as its interest may appear on liability policies.
2. Be provided with a waiver of subrogation on Workers Compensation.
3. Be provided with thirty (30) days advance written notice to the Cameron County Purchasing Agent and Assistant. Cameron County Auditor for Insurance of cancellation or material change to said insurance.
4. Auto Liability Insurance - \$100,000.00 / \$300,000.00

H. INSURANCE REQUIREMENTS

Upon award of this contract, entry into a contract is expressly conditioned upon the Proposer obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

1. HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless Cameron County and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered by reason of any negligent or wrongful act or omission of the Proposer, its agents, servants, or employees, in the execution of the contracted work. This must also include the County Sheriff, and all of his Administration.

2. INSTRUCTIONS

The Proposer shall not commence work under this contract until the Proposer has obtained all insurance required under this section and such insurance has been approved by the Cameron County Civil Division, nor shall the Proposer allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the Cameron County named as "Additional Named Insured" for the proposed work.

3. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE

The Proposer shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in the State of Texas and in all states covering all the Proposer's employees, and in the case of any work sublet, the Proposer shall require the Proposer's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees. The Proposer shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 per accident/injury by an authorized insurance company.

4. COMMERCIAL GENERAL LIABILITY INSURANCE

The Proposer shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the Proposer against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the Proposer or by any of Proposer's subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

- Each Occurrence \$1,000,000
- General Aggregate \$3,000,000

5. PROFESSIONAL LIABILITY INSURANCE

The Proposer shall maintain during the life of this contract such Professional Liability Insurance as shall protect the Proposer against claims for damages resulting from medical incidents which may arise from operations under this contract, whether such operations be by the Proposer, or the Proposer's staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

- \$1,000,000 each incident; and
- \$3,000,000 aggregate.

6. CERTIFICATE OF INSURANCE

The Proposer shall furnish Cameron County with a copy of the certificate(s) of insurance evidencing policies required in Section I, Sub G , # 2 , Paragraphs h (page 21) . Such certificate(s) shall specifically indicate that the insurance coverage includes all extensions of coverage required in those paragraphs. The Proposer shall give Cameron County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Proposer shall furnish a certificate of insurance evidencing renewal of such coverage to the correctional facilities. The certificates of insurance shall clearly show this contract number.

7. SUBCONTRACTOR'S INSURANCE

The Proposer shall require each of Proposer's subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section I, Sub G , # 2 , Paragraphs h (page 20)above, including the extensions of coverage required under those paragraphs. Cameron County depending on the particular service being performed by the subcontractor may grant exceptions in writing. Each subcontractor shall furnish to Proposer two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 6 above. The Proposer shall furnish one copy of the certificate to Cameron County.

8. PERSONNEL

The proposal shall provide a list of benefits provided to all employees, including insurance coverage, vacation plan and other related benefits. If no hourly benefits are provided, the Proposer must clearly address their plan for employee recruitment and retention, including hourly wage rates - excluding Medical Services Director.

Current Employees – Cameron County would prefer that the current Jail Infirmery Program employees be hired by the selected Proposer, however this is not a mandatory requirement.

A.Current number of Cameron County Jail Infirmery employees' information:

One (1) contracted physician
Thirty (30) full-time employees

B.Job Title – Current Wages – length of service – benefits information (see Exhibit 1)

II. PROPOSER REQUIREMENTS

The Proposer will meet the following minimum requirements to be considered for award of this contract.

A. CORPORATE EXPERIENCE

The County prefers that the Proposer will have a minimum of five (5) years of medical correctional health care experience in the management of medical services programs in facilities with a minimum of 1,220 inmate average daily populations.

The Proposer will have experience in the management of medical services programs in facilities operating a similar scope of service.

B. ACCREDITATION

The Proposer shall provide medical services that conform to Texas Commission of Jail Standards. The Proposer's administration will collaborate with the Cameron County Sheriff if future accreditation is feasible. The Proposer must have passed in the past five (5) years an Accredited Health Care Program (ie: NCCHC or ACA).

C. ON-SITE MEDICAL SERVICES STAFF

The Proposer will demonstrate that it has proven recruitment capabilities for necessary medical services staff (e.g., physicians, nurses, support staff, laboratory and x-ray services, etc.).

The Proposer will demonstrate a proven ability to provide experienced medical services staff to provide on-site medical services. The Proposer will employ only licensed, certified, and professionally trained personnel. The following are the general requirements for certain specific positions.

- Medical Services Supervisor (Infirmiry Administrator) – One full-time employee.
- Medical Director – One full-time physician.(up to the Vendor)
- Staff Nurses – As needed and must provide at a minimum a licensed vocational nurse 24 hours 7 days a week at Carrizales-Rucker facility.

D. CONTRACT ADMINISTRATION

The Proposer will have the capability to supervise and monitor the on-site program at the Cameron County Sheriff's Office correctional facilities. The Proposer will demonstrate its ability to provide a system of on-going technical and medical support to on-site personnel.

The Proposer will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with Texas Commission of Jail Standards and requirements set forth herein. The Proposer shall provide a comprehensive internal quality improvement program, which includes conducting an on-going evaluation of compliance with its policies and procedures, with monitoring results documented and reported on a quarterly basis to the Cameron County Sheriff's Office.

The Proposer will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Cameron County Sheriff's Office. The Proposer will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided.

E. STAFFING

The Proposer's proposal will include a proposed staffing plan. Each position will include a post assignment/title and the hours to be worked. The proposed staffing is subject to background checks by the Cameron County Sheriff's Office.

F. OFF-SITE PREFERRED PROVIDER NETWORK

The Proposer will develop a Preferred Provider Network to provide medically necessary services, which cannot be reasonably provided at the Cameron County Sheriff's Office detention facilities. Written letters of intent from these providers willing to participate in the Preferred Provider Network may be included in this written proposal. The County has Medicaid rates in place with providers and also has billing deadlines and caps.

To support the delivery of comprehensive medical services, the Preferred Provider Network will include the following medical specialty services/providers:

1. A general hospital facility to provide treatment for those inmates requiring medical/surgical emergency services mental health services (e.g., inpatient and outpatient health care services).
2. A tertiary care hospital facility for treatment of those inmates requiring medical/surgical trauma services otherwise not available at a general hospital
3. Individual practitioners and/or group specialty physician practices to provide the following routine outpatient clinics and individual treatment as necessary for the following medical services on an as-needed basis:
 - Urology
 - Gastroenterology
 - Orthopedics/Physical Therapy
 - Cardiology
 - Ophthalmology /Optometry
 - Internal Medicine
 - General Surgery
 - Dermatology
 - Ears/Nose/Throat
 - Allergy
 - Obstetrics/Gynecology/High Risk OB
 - Psychiatry
 - Dialysis
4. A laboratory provider to provide necessary routine and STAT laboratory services which cannot be provided on-site at the Cameron County Sheriff's Office correctional facilities. Stat laboratory results/reports will be delivered to the Cameron County Sheriff's Office correctional facilities within twenty-four (24) hours after receipt of the specimen.
5. A radiological service to provide necessary routine x-rays that cannot be provided on-site at the Cameron County Sheriff's Office correctional facilities. This provider can be a free- standing radiology service or provided at the general hospital.
6. A pharmacy to provide prescription and non-prescription medications, including AZT and other AIDS-related medications in accordance with all local, state, and federal rules, regulations, and laws. The Proposer will be responsible for all costs associated with the prescribing and dispensing of

medications through this preferred provider and to monitor formulary utilization. Proposer can request price re-determination from Cameron County for abnormal AIDS-related medication costs. Currently Cameron County collaborates with the Valley AIDS Council (located in Harlingen, Texas) for AIDS-related services.

The Proposer shall also provide a plan for minimizing the amount of time that inmates are housed off-site.

G. QUALITY MONITORING AND IMPROVEMENT

The Proposer will provide a program for a Continuous Quality Improvement (CQI). The CQI program will be utilized to evaluate the medical services provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. The Proposer shall actively seek out opportunities for improvement for problems identified by the contract monitor or Cameron County Sheriff's Office staff regarding the on-site medical services rendered to inmates. Proposers will be expected to provide the following services as part of the medical services program:

1. Supplies, Housekeeping, and Inspections
 - a. Purchase and safely manage all consumable supplies and products that are required for the medical services operation. These supplies and products shall remain the property of Cameron County.
 - b. Cameron County Sheriff's Office through the trustee program is responsible for routine cleaning and housekeeping of service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. Cameron County will be responsible for removal of trash and garbage. Proposer is responsible for removal of medical waste.
 - c. Inspections of facilities by Cameron County and State health agencies must achieve satisfactory ratings.
2. Licenses, Fees, Taxes
 - a. Secure and pay all federal, state and local licenses, permits, and fees required for the operation of medical services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the medical services provided hereunder are to be subject to a sales or similar tax which has not been collected by the Proposer, the Proposer agrees to pay such tax. If taxing authorities create a new tax during the contract period, Proposer will be required to request in writing from Cameron County for a possible adjustment.
3. Billing process / Record keeping
 - a. Proposer shall submit to Cameron County on the first day of each month, covering the preceding month, an invoice for medical services. The price charged to Cameron County shall be described in the proposal.
 - b. Access and Records - The Proposer shall keep full and accurate records of activity in connection with the medical services. A copy of said record shall be supplied to the Cameron County Auditor on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by Cameron County at any time.
4. Return facility in good working order
 - a. The Proposer shall return to Cameron County at the expiration of this contract the medical services premises and all equipment furnished by Cameron County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or acts of God. Proposer is also financially responsible for all equipment unless it is determined

equipment was stolen by a Cameron County employee(s). Cameron County will pay for needed repairs caused by normal wear and tear for equipment that is the property of Cameron County. Proposer will pay for needed repairs caused by normal wear and tear for equipment that is the property of Proposer. Proposer will consult with Cameron County to replace equipment, which in the opinion of Cameron County has exceeded its useful life.

- 5.. Additional medical services requirements
 - a. The Proposer agrees to provide any additional services as mutually agreed upon at prices mutually agreed by Cameron County and the Proposer.
- 6.. Participation in Inmate-required security training.
7. Proposer shall ensure compliance with Dress Code Policy.
- 8.. Daily Processing of Complaints
Service complaints from inmates must be processed at least daily as follows:
 - a. Trained medical services staff shall act upon all complaints.
 - b. The Medical Service Director shall be responsible for resolving inmate or staff grievances.
9. Cameron County Sheriff's Department shall utilize a review committee to meet on a quarterly basis to address with the provider all Infirmery related issues and concerns as well as conducting follow up of all required corrective measures.

H. STAFF REQUIREMENTS

1. Staffing plan to provide adequate resources to meet objectives
 - a. From the time the contract is awarded, the successful Proposer shall assign an on-site Medical Service Director to work with Cameron County Sheriff's Office for the duration of the contract.
 - b. Assign a minimum of an adequate number of medical services staff per shift to oversee and supervise all aspects of the medical services.
 - c. Proposals shall include a proposed staffing plan detailing the number of medical services staff the Proposer will use on each shift at each of the correctional facilities.
 - d. The Proposer will provide an organizational chart and job descriptions for all medical services staff with their proposal including number of medical staff required per shift. Inmate personnel (trustees) shall be used for the purpose of general sanitation and cleaning in accordance with Cameron County Sheriff's Office policies and procedures.
 - e. Cameron County Sheriff's Office agrees to train and supervise inmate personnel as agreed by Cameron County Sheriff's Office.
 - f. The Proposer is responsible for all wages, salary benefits, and overtime payments to its medical services staff.
 - g. Proposer will provide for their employees, as a part of this contract, any medical services items as required by the Texas Commission of Jail Standards.
 - h. Current staffing is provided in **Exhibit 1**. Proposer will determine staffing and hours of operation.
2. Credentials of Proposer's staff
 - a. The Proposer shall submit the resume of the Medical Services Director as a part of its proposal.
 - b. The Proposer will include a description of the qualifications of the Medical Service Director they plan to place in the facilities. The Medical Services Director must be trained, experienced and knowledgeable of

medical services in a jail facility. The Medical Services Director shall be subject to review by the Cameron County Sheriff. Resumes, including correctional experience, are to be included with proposals. Interviews with proposed managers may be required by Cameron County prior to award.

- c. In the event a Medical Service Director is absent because of illness, vacation, or any other reason, an acceptable alternative shall be submitted as a replacement. Resumes of the replacements must also be furnished with this proposal.
- d. The Proposer shall require that all medical services staff shall have certifications as required. All cost of obtaining such certificates shall be borne by the Proposer.
- e. The Proposers credentialing process must be accredited by a nationally recognized agency.

3. Employee related processes

- a. **Medical exams**
Proposer will agree that its medical services staff assigned to duty at the jail shall submit to periodic medical examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all medical regulations to the Cameron County, upon request. Proposers must provide proof and ensure that all employees have received all necessary inoculations / vaccines as determined by the Jail Infirmary Physician and the Cameron County Infirmary Administrator.

4. Clearance requirements

- a. All medical services staff of the contracting firm who will work in the jail must be trained, honest, reliable, and cleared by the Cameron County Sheriff's Office staff as well as provide any supporting documentation required by the Cameron County Sheriff. All medical services staff must comply with the Cameron County Sheriff's Office staff written policy and procedures relating to facility security.
- b. Proposer must provide proof that medical services staff have successfully passed a pre-employment drug and alcohol screening prior to working in the jail in order to prevent the possibility of drug contraband being carried into the jail by Jail Infirmary employees; in addition, Proposer must conform to Cameron County Sheriff's Office drug test policies including all medical services staff participation in County "random drug testing" program .Cost for these tests will be at the Provider's expense.
- c. Cameron County reserves the right to run a Criminal History - background check on Proposer's medical services staff.
- d. Cameron County shall retain the right to deny entry to any and all medical services staff of the Proposer.

5. Supervision & training of medical services staff

The Proposer shall provide a minimum of two (2) trainings per year in medical services delivery collaboration. The proposal shall outline what this training will entail as part of the Proposer's overall training program. Proposer shall actively participate in ongoing in-service training, provided by the Proposer, on medical services as well as ongoing in-service training provided by the Sheriff's staff on security, policies, and procedures.

6. Responsibilities of Proposer's staff

All proposals must clearly detail the proposed use of medical services staff as part of the Proposer's medical services proposal. Included in this section shall be detailed explanation of method of supervision and job descriptions.

- a. This section shall also define the levels of Proposer's staffing, their responsibilities, job descriptions, performance reviews, and overall approach to working with Cameron County employees.
- b. On the commencement date of this contract, all current Cameron County inventory on hand will be charged to the Proposer at the invoice price. Copies of invoices and the current inventory will be made available by the Cameron County Sheriff's Department.

7. ACA (American Correctional Association) and NCCHC (National Commission on Correctional Health Care) accreditation
 - a. Cameron County is not currently accredited by ACA and NCCHC
 - b. If Proposer is accredited, Proposer's proposal must demonstrate clear understanding of ACA and NCCHC standards. References must include facilities where accreditation has been achieved including initial, renewal and historical accreditation.

8. Other
 - a. Cameron County reserves the right to audit Proposer's operations and personnel as deemed necessary by the Cameron County Auditor, Cameron County Sheriff and/or Cameron County Infirmary Administrator.
 - b. Proposers shall provide (in their proposals) a disaster plan to provide medical services in case of natural or manmade disasters, or in the event that the medical facilities and/or equipment become temporarily unavailable, disrupting normal medical facilities to the Jail system.

III. SCOPE OF SERVICES

- The Cameron County **Carrizales – Rucker Detention Center** is located at 7100 Old Alice Road, Olmito, Tx. 78575 and was completed in September, 2001. Infirmiry services shall be available 24 hours per day, 365 days a year, at this facility. In addition to the 24 hours, provider shall establish hours for evening medications disbursement. “On-call” staff shall be provided for those inmates requiring medical attention/treatment after normal duty hours.

I. Locations of nursing offices are as follows:

- Booking area
- Infirmiry
- Detention Facility

II. The Medical Department will include the following:

- Administrative Offices
- Break Room (in Jail - not in Infirmiry)
- Restroom
- Laboratory
- Pharmacy
- Clerical Offices
- X-Ray Room
- Waiting Room with Restroom
- Exam Rooms
- Bulk Storage Area
- Thirty-five (35) bed Infirmiry:
 - Four (4) designated isolation rooms
 - Five (5) designated special watch rooms
 - Twenty-six (26) Infirmiry Beds
- Nurses Station
- Dirty Utility
- One (1) Showers

- The **Detention Center # 1** is located at 1145 East Harrison Street, Brownsville, Tx. 78520. This facility was completed in September, 1978 and houses an average population of **260 inmates**. Infirmiry services shall be provided minimum 24 hours per day, 365 days a year, at this facility. In addition to the 24 hours, provider shall establish hours for evening medications disbursement. “On-call” staff shall be provided for those inmates requiring medical attention/treatment after normal duty hours.

I. Nursing offices in this facility is located in the Infirmiry.

II. The Medical Department will include the following:

- Two (2) designated isolation rooms
- Nurses Station

- The **Detention Center # 2** is located at 1054 East Harrison Street, Brownsville, Tx. 78520. This facility was completed in July, 1994 and houses an average population of 170 inmates. Infirmiry services shall be provided minimum 24 hours per day, 365 days a year, at this facility. In addition to the 24 hours, provider shall establish hours for evening medications disbursement. “On-call” staff shall be provided for those inmates requiring medical attention/treatment after normal duty hours.
 - I. Nursing offices in this facility is located in the Infirmiry.
 - II. The Medical Department will include the following:
 - Nurses Station

- The **Old County Jail** is located at 954 East Harrison Street, Brownsville, Tx. 78520. This facility was completed in September, 1973 and houses an average population of 249 inmates. Infirmiry services shall be provided minimum 24 hours per day, 365 days a year, at this facility. In addition to the 24 hours, provider shall establish hours for evening medications disbursement. “On-call” staff shall be provided for those inmates requiring medical attention/treatment after normal duty hours.
 - I. Nursing offices in this facility are located in the Infirmiry.
 - II. The Medical Department will include the following:
 - Administrative Area
 - Eight (8) bed Infirmiry:
 - Nurses Station

Proposer will utilize the closest hospital for offsite emergency treatment services as appropriate. The Proposer will establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

The Proposer will specify and describe a detailed plan outlining how cost savings will be achieved.

A. ON-SITE MEDICAL SERVICES

Proposer will establish an on-site medical services program focusing on cost containment without compromising the quality of services deemed medically necessary.

1. Intake Screening

An appropriately trained medical services professional will perform intake screening on incoming inmates upon admission to the Carrizales-Rucker. Individuals brought into the Carrizales-Rucker to be placed in custody must be medically cleared prior to booking. The Proposer will not be responsible for medical treatment provided prior to the completion of the booking process and the inmate is physically committed into custody of Cameron County. The screening will identify those individuals with medical conditions, mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates will be booked and committed into the correctional facilities 24 hours a day, seven days a week.

The screening examination should include, at a minimum, documentation of the following:

- a. Inquiry into current illnesses, health problems, and conditions, including:
 - Any past history of tuberculosis or other infectious or communicable illness, or symptoms- e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats -suggestive of such illness;
 - Mental health problems including suicidal ideation;
 - Dental problems;
 - Allergies;
 - Medications taken and special health (including dietary) requirements;
 - For women, date of last menstrual period, current gynecological problems, and pregnancy;
 - Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g., convulsions); and
 - Other health problems designated by the responsible Jail Physician.
- b. Observation of the following:
 - Behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors, and sweating;
 - Body deformities and ease of movement;
 - Persistent cough or lethargy; and
 - Condition of skin, including scars, tattoos, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- c. When clinically indicated, there is an immediate referral to appropriate medical services.
- d. Notation of the disposition of the patient, such as immediate referral to appropriate medical service, or Primary Care Network, or approval for placement in the general inmate population.
- e. Documentation of the date and time when referral/placement actually takes place.
- f. The Proposer shall work in conjunction with the Cameron County Sheriff's Office classification staff to provide for appropriate inmate placement, such as the following:
 - Placement in the general inmate population;
 - Placement in the general inmate population and referral to the appropriate medical services at the correctional facilities;
 - Immediate referral to a physician or mid-level provider when indicated;
 - Referral to an appropriate off-site preferred provider/facility for emergency treatment.
 - Cameron County Sheriff's Office staff will be notified if an inmate refuses any aspect of the intake screening and the inmate will be segregated from the general population.

2. Medical Assessment

Proposer will establish policies and procedures for inmate medical assessments, which shall be subject to review and comment by the Cameron County Sheriff or designee as appropriate.

A licensed physician, midlevel provider or an appropriately trained licensed nurse will complete health assessments in accordance with Texas Commission of Jail Standards.

The health assessment should include the following, as appropriate:

- a. A review of the intake screening results and the collection of additional data to complete the medical, dental, and mental health histories;
- b. Laboratory and/or diagnostic tests to detect communicable diseases, including tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority;
- c. Recording of height, weight, pulse, blood pressure, and temperature;
- d. A physical examination including comments about mental status;
- e. Other tests and examinations as appropriate;
- f. A review of the findings of the health assessment and tests, and identification of problems by a physician;
- g. A structured interview in which inquiries are made in the following items:
 - History of hospitalization and outpatient treatment;
 - Current psychotropic medication;
 - Suicidal ideation and history of suicidal behavior;
 - Drug usage;
 - Alcohol usage;
 - Special education placement and history of cerebral trauma or seizures; and
 - Emotional response to incarceration.

The medical assessment process will also include a tuberculin PPD skin test and a RPR if not previously completed.

3. Inmate Requests for Medical Services

The Proposer will establish policies and procedures for handling and responding to inmate requests for medical services. Proposer policies and procedures shall be subject to review and comment by the Cameron County Sheriff.

Inmates will have the opportunity to request medical services daily. Inmates must request medical services in writing. Medical services staff will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

The Jail Physician will determine the process to be used for collecting, triaging and responding to inmate requests for medical services. Sick call will be held a minimum of five days per week with the exception of Cameron County holidays.

a. Assessment Protocols

The Proposer will establish assessment protocols to facilitate the sick call process. The assessment protocols will be appropriate for the level of skill and preparation of the nursing personnel who will carry them out. The assessment protocols will be in compliance with relevant state practice acts and will be approved by the Jail Physician.

b. Segregation Rounds

Qualified medical services staff will perform daily rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's medical status and to ensure access to medical services. A record of the segregation rounds will be maintained, with clinical encounters will be noted in the inmate's medical record.

c. Women's Preventive Health Care

The Proposer will be responsible for the provision of medically necessary services to the female inmate population to include, at a minimum, the following:

- Sexually transmitted disease screening for syphilis, Gonorrhea, and chlamydia,
- Annual Pap smear testing as indicated, and
- Mammograms, as determined necessary by medical history or an abnormal breast examination.

The Proposer will establish policies and procedures specific to the medical care of pregnant inmates, which will include, at a minimum, the following:

- Pre-natal care, including regular monitoring by an obstetrician;
- Provision of appropriate vitamins and dietary needs; and
- Identification and disposition of high-risk pregnancies, including appropriate referrals.
- Proposer will not be responsible for direct fetus care or care after birth to the baby however an after care plan will be developed for the mother prior to delivery.
- Plan to include post-partum care

d. Infectious Disease

The Proposer shall establish policy and procedures for the care and handling of inmates diagnosed with infectious disease, chronic illnesses and other special medical needs.

The Proposer will provide an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease specific programs will be established to include Tuberculosis.

The Proposer will develop a TB surveillance, treatment and monitoring program consistent with Texas Department of State Health Services standards.

If an inmate tests positive for a PPD test, the inmate shall be scheduled for and receive a chest x-ray, with appropriate follow-up and care, including isolation, if required.

Voluntary HIV testing and counseling will be available on a confidential basis to inmates who request testing.

A physician will evaluate inmates identified as having HIV disease. HIV inmates will have access to infectious disease specialists and HIV medications as determined medically necessary.

The Proposer shall provide a designated staff member solely responsible for the infectious control program (positive PPD, TB, hepatitis, etc.) in accordance with the standards established by the Texas Commission of Jail Standards.

e. Chronic Illness and Special Needs Inmates

The Proposer will establish a plan for the identification, treatment and monitoring of inmates with chronic illnesses and special medical needs. Upon identification of an inmate with a special medical need the inmate will be referred to a Primary Care Provider. The Primary Care Provider will establish a special needs treatment plans to guide the care of inmates with special medical needs.

f. Emergency Services

The Proposer will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the medical services staff to stabilize the inmate. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided on-site.

The Proposer will establish and maintain contracts with area providers for emergency services to include transportation to an off-site emergency department. The Cameron County Sheriff's Office shift supervisor will be notified when an off-site emergency transfers is required to facilitate the coordination of the transfer.

The Proposer will report emergency transfers to the Cameron County Sheriff's Office staff. The report should indicate, at a minimum:

- inmate name and identification number;
- the date and time the emergency service was requested;

- the date and time the emergency service was initiated;
- the nature of the emergency;
- the date and time the inmate left the facility; and
- the current and final disposition.

g. Emergency Response Plan

The Proposer will establish policies and procedures to address the medical aspects of the emergency response plan. The related policies and procedures will be approved by the Proposer and the Cameron County Sheriff and include:

- Responsibilities of medical services staff;
- Procedures for triage;
- Predetermination of the site for care;
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- Procedures for evacuating patients; and
- Alternate backups for each of the plan's elements.

The medical aspects of the emergency plan will be tested or drilled, as required by Texas Commission of Jail Standards.

h. Medication Management

The Proposer will provide a pharmaceutical program in accordance with federal, state and local laws that meets the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained medical services staff will administer medications and the administration of each dose will be documented. The pharmaceutical program will also include guidelines for administering medications to those inmates scheduled to be temporarily out of the correctional facilities (e.g., for court appearances). RFP acceptance and Cameron County contract approval is also subject to negotiations with the United States Marshalls' Service for medical services provided to United States Marshalls' Office inmates.

The Proposer's pharmaceutical program will address, at a minimum, the following:

- Medication ordering process.
- Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs.
- Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- Documentation of inmate education addressing potential medication side effects.
- Documentation of medication administration to inmates utilizing the medication administration record.
- Documentation of an inmate's refusal to take the prescribed medication.

- Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re- evaluation will be documented in the inmate's health record.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The Proposer shall provide policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.

i. Laboratory Services

The Proposer will ensure the availability of laboratory studies as determined necessary. Routine and stat laboratory specimens will be processed and written reports will be provided in a timely manner. A Primary Care Provider will review test results with abnormal findings. RFP acceptance and Cameron County contract approval is also subject to negotiations with the United States Marshals' Service for medical services provided to United States Marshal's Service inmates.

The Proposer will provide equipment and supplies to perform on-site laboratory testing as required by Texas Commission of Jail Standards.

j. Radiological Services

The Proposer will ensure access to radiological studies as determined necessary. Routine and stat radiology services will be processed and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results. RFP acceptance and Cameron County contract approval is also subject to negotiations with the United States Marshalls' Office for medical services provided to United States Marshalls' Office inmates.

k. Mental Health Services

The Proposer is responsible for providing inmates with necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of mental health conditions.

A licensed psychiatrist will be on-call 24 hours per day, seven days per week. At a minimum, a licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms on a weekly basis.

Medical services staff will be trained on the identification and treatment of inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures will be in place for both the on-site treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.

l. Dental Services

Dental care will be provided under the direction and supervision of a dentist licensed in the State of Texas.

The Proposer will provide dental treatment limited to extractions unless the health of the inmate would otherwise be adversely affected. Family members may make financial arrangements with the Proposer to pay for other dental services.

The dental clinic will be staffed and operated on a set schedule and for a sufficient number of hours as indicated in the staffing plan included in this document. The Proposer should specify the number of hours in the response to this proposal if different from the staffing plan. RFP acceptance and Cameron County contract approval is also subject to negotiations with the United States Marshals' Office for medical services provided to United States Marshals' Office inmates.

m. Hemodialysis Services

Proposers are not responsible for hemodialysis costs.

4. Medical Records Management

The Proposer will establish policies and procedures addressing the medical record format and documentation requirements. The Proposer will ensure that medical records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented medical record format will be utilized. A medical record will be established for each inmate who receives care beyond the initial intake screening.

The Proposer will be responsible during the term of the contract for the storage and retention of medical records in compliance with mandated statutes of Texas.

5. Nutritional Services

The Proposer will be responsible for cooperating with the established Food Service program to ensure the provision of medically necessary diets. The following diets may be ordered from Food Service:

- Mechanical soft (chewing problem, digestive problem)
- Low sodium
- ADA Diabetic (specify number of calories)
- Full liquid
- Clear liquid

6. Inmate Complaint/Grievance Procedure

The Proposer will establish policies and procedures that address the handling of inmate complaints related to medical services to include a process for appeals.

The Proposer will develop a system of tracking complaints from receipt to resolution. The Proposer shall respond to and answer grievances in accordance with the Cameron County Sheriff's Office policy.

The Proposer will generate and provide to the Cameron County Sheriff a monthly report of complaints received. The reports should include, at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of response, and a brief description of the resolution.

7. Inmate Co-Payment Processing Procedures

The Proposer will participate and track the inmate co-pay program. The inmate fees collected will be for the use of Cameron County not the Proposer. The Proposer will not collect or handle any inmate funds.

B. OFF-SITE REFERRALS TO PREFERRED PROVIDERS

The Proposer will establish policies and procedures for referring inmates to specialty care providers when determined necessary by the Jail Physician. The Proposer will be responsible for establishing a network of Preferred Providers to meet the medical care needs of the inmate population. The Proposer will coordinate arrangements for off-site care with the appropriate Cameron County Sheriff Office staff for the transportation of inmates to off-site Preferred Providers. RFP acceptance and Cameron County contract approval is also subject to negotiations with the United States Marshals' Office for medical services provided to United States Marshals' Office inmates.

The Proposer will be responsible for determining the medical necessity of off-site medical services and for providing the necessary medical information, as well as billing information, to the Preferred Provider.

The Proposer shall generate and complete an appropriate Request for Consultation form for inmates who require specialty care services. This completed form will accompany the inmate during transport from the Correctional Facilities to a provider for treatment.

Each off-site referral will result in a legible consultation/treatment report from the Preferred Provider to be filed in the inmate's medical record. The Jail Physician will review the consultant report. This legible report will contain:

- Reason for consult;
- Appropriate exam/lab findings;
- Diagnosis;
- Treatment plan(s); and
- Follow-up appointment (if necessary).

Recommendations involving any special procedures or non-routine follow-up will be communicated between the Preferred Provider and the on-site Jail Physician.

The Proposer will generate and provide the Cameron County Sheriff a monthly report of specialty care referrals. The report should indicate, at a minimum:

- the date and time the initial medical and/or after-hours medical request was received;
- inmate name and identification number;
- date and time of examination by a physician;
- date and time the referral was made; and
- the current and final disposition.

Annual Aggregate Cap - If proposer is submitting based on Option 2 and/or Option 4 as per Pg. 20 (f) the following would apply: The Proposer is required to submit a price that is based on an annual aggregate cap for all off-site or telemedicine type of inmate medical care costs. Definition of off-site inmate medical care cost is inmate inpatient and outpatient charges resulting from any services to include physician office visits rendered to the inmate while outside the jail facilities or thru telemedicine. Annual Aggregate Cap only applies for off-site services.

C. ON-SITE MEDICAL SERVICES FOR SHERIFF'S OFFICE

The Proposer will provide the following services for the Cameron County Sheriff's Office staff:

- Annual tuberculin skin testing and referral as appropriate;
- Emergency intervention for on-site injuries; and
- Health education.

The Proposer will not be responsible for the provision of routine medical services to the Cameron County Sheriff's Office staff. However, Proposer's medical staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary.

The Proposer will provide correctional personnel with ongoing structured health education to include infectious disease, management of emergency situations and other topics required by Texas Commission of Jail Standards.

D. MEDICAL STAFF MANAGEMENT

The Proposer will establish policies, and procedures that address the on-site medical services unit and staff.

1. NEW HIRES

The Proposer will interview staff candidates with special focus on technical expertise, emotional stability, and motivation. The final selections made by the Proposer will be subject to background check by the Cameron County Sheriff's Office. The Cameron County Sheriff's Office shall not unreasonably withhold approval. Current medical staff shall be provided the opportunity to apply for employment with the Proposer.

The Proposer shall hire only licensed and qualified personnel to provide on-site medical services.

The Proposer will complete a credentialing process, consistent with standards for each licensed medical care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The Cameron County Sheriff will have access to this information upon request.

Medical services staff will be required to pass a background investigation conducted by the Cameron County Sheriff's Office as a requisite for initial and/or continued employment. Rejection of any job applicant by the Cameron County Sheriff's Office will be final. Background investigations will be completed within a reasonable timeframe.

Medical services staff will comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the Cameron County Sheriff's Office.

Medical services staff will be trained and certified in Basic Life Support- Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

2. NEW EMPLOYEE ORIENTATION

The Proposer is responsible for ensuring that new medical services staff are provided with an orientation addressing the policies, procedures and practices of the on-site medical services program. Orientation regarding other facility operations will be the responsibility of the Cameron County Sheriff's Office.

3. ON GOING IN-SERVICE TRAINING

The Proposer will provide annual in-service training for qualified medical services staff as required by Texas Commission of Jail Standards. In-service training hours and subject matter will be consistent with accreditation requirements. All inservice training must be conducted on-site.

4. POSITION DESCRIPTIONS

The Proposer will provide a written position description to each member of the medical services staff. The job description will delineate the employee assigned responsibilities and will meet requirements of the American Disabilities Act.

5. PERFORMANCE APPRAISALS

The Proposer will monitor the performance of medical services staff to ensure adequate job performance, in accordance with position descriptions. Proposer management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state laws.

6. ADMINISTRATIVE PROCEDURES

The Proposer shall be responsible for ensuring that the on-site medical services staff reports problems and/or unusual incidents are referred to the Cameron County Sheriff's Office as per established policies and procedures.

Proposer's management staff (e.g., Project Manager/HSA, Medical Director, and Director of Nursing) shall represent the medical services component in discussions with local civic groups or visiting officials as mutually agreed upon by the Proposer and the Cameron County Sheriff.

7. STAFFING

The Proposer will have a full-time physician on-site. Please indicate the number of hours a physician will be on-site and the contractual minimum to be provided as indicated in the staffing plan. If the Proposer chooses, an alternative-staffing plan can be submitted with justification for changes.

The Proposer will ensure that a physician is on-call 24 hours per day, seven days per week. Additionally, the Proposer shall establish an appropriate schedule for the utilization of medical services staff and the effective delivery of medical services, with consideration of the staffing pattern included in the RFP.

The Proposer will have a sufficient number of registered nurses or licensed vocational nurses on-site during day hours (i.e., 7:00 AM -3:00 PM).

The Proposer will have a sufficient number of registered nurses and/or licensed vocational nurses on-site during evening hours (i.e., 3 :00 PM -11 ;00 PM).

The Proposer will have a sufficient number of registered nurses and/or licensed practical nurses on-site during night hours (i.e., 11 :00 PM -7:00 AM).

Hours worked by medical personnel shall be spent on-site at the Cameron County Sheriff's Office; however, at a minimum a licensed vocational nurse must be on site 24 hours a day, 7 days a week at a facility as required by the Cameron County Sheriff.

Contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the Cameron County Sheriff's Office. The Cameron County Sheriff's Office will have access to records indicating the hours worked by each employee.

Proposer's medical services staff will wear the appropriate clothing in accordance with the medical staff dress code and/or identification badge as approved by the Cameron County Sheriff.

8. SECURITY

Proposer's personnel are subject to the security regulations and procedures of the Cameron County Sheriff's Office. Proposer's personnel are subject to removal from facility at any time for security reasons as determined by the Cameron County Sheriff's Office.

9. HAZARDOUS WASTE MANAGEMENT

The Proposer will be responsible for the removal and disposal of medical waste materials. Removal and disposal will be in accordance with applicable local, state, and federal rules, regulations, and codes.

IV. AWARDED PROPOSER TO PROVIDE

1. Provider warrants and represents to Cameron County that the quality and quantity of supplies on hand or to be placed on hand at the time of commencement of a contract will be sufficient to enable Provider to perform its obligation hereunder. Provider understands that it is responsible for providing all office and medical supplies required to deliver medical care, as defined in this RFP, to the inmates/detainees of Cameron County.

2. Provider is responsible for all associated medical equipment required for the efficient operation of the health care facilities except for equipment and materials stated as County furnished property in this solicitation.

3. Provider shall furnish all medical serviceable equipment identified in Pg. 50, paragraph 39.

4. Provider will be responsible for arranging and payment of all repairs and maintenance of all provider owned medical equipment

5. Provider shall be the sole supplier and/or coordinator of the health care/medical care system at the Cameron County Detention Facilities. Provider shall be responsible for all medical care for all inmates/detainees of the Cameron County Detention Facilities. The term “medical care” includes both “psychiatric and psychological care” and “dental care” as well as “physical care”. This responsibility of Provider for the medical care of an inmate/detainee commences with the commitment of the inmate/detainee to the custody of the Cameron County Sheriff, up to and including occasional requests for medical personnel during transfer of any inmate/detainee who requires specialized medical care and/or needs. This responsibility will end with the discharge or transfer of the inmate/detainee out of Cameron County custody. If an inmate/detainee is committed to the custody of the Cameron County Sheriff from the mental health system of the State of Texas, is temporarily transferred to said mental health system, or is discharged to said mental health system, the responsibility of the Proposer includes providing such medical care as is necessary and appropriate to maintain “continuity of care” during transfer of the inmate/detainee to or from the mental health system. “Continuity of care” shall also be provided to any inmate/detainee otherwise committed to, or discharged from, the custody of the Cameron County Sheriff. All transfers to or from the Texas Department of Corrections shall be handled in accordance with current Cameron County Detention Facilities policies and procedures.

6. Provider shall be the sole supplier and/or coordinator of the health care/medical care system at the Cameron County Detention Facility. Provider shall be responsible for all medical care for all inmates/detainees of the Cameron County Detention Facility. The term “medical care” includes both “psychiatric and psychological care” and “dental care” as well as “physical care”. More specifically, Provider will provide, on a regular and continual basis, professional medical and other related health care and administrative services for the inmates/detainees in the Cameron County Detention Facility, including a program for preliminary screening of said inmates/detainees upon entry processing into the Cameron County Detention Facility, and intake evaluation of each following admission to the Cameron County Detention Facility, regularly scheduled sick call, nursing coverage, regular physicians visits on site, infirmary care, hospitalization, medical specialty services, emergency medical care, medical records management, pharmacy and pharmaceutical services, laboratory services, radiology services, auditory services, ophthalmology services, health education and training services, utilization

review, a quality assurance program, administrative support services, dental services and other services.

7. The health care/medical care system so provided must conform to state standards for medical care and treatment as established by the Texas Jail Commission. Generally, health care at the Detention Facilities should be equivalent to that available in the community.

8. Provider shall use the medical offices at the Detention Facilities whenever possible and whenever appropriate in the performance of their duties under the contract. Provider shall be required to examine and treat any in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Detention Facilities property.

9. Provider's responsibility for the medical care of an inmate/detainee commences with the commitment of the inmate/detainee to the custody of the Cameron County Sheriff, up to and including occasional requests for medical personnel during transfer of any inmate/detainee who requires specialized medical care and/or needs. This responsibility will end with the discharge or transfer of the inmate/detainee out of Cameron County custody. If an inmate/detainee is committed to the custody of the Cameron County Sheriff from the mental health system of the State of Texas, is temporarily transferred to said mental health system, or is discharged to said mental health system, the responsibility of Provider including providing such medical care as is necessary and appropriate to maintain "continuity of care" during transfer of the inmate/detainee to or from the mental health system. "Continuity of care" shall also be provided to any inmate/detainee otherwise committed to the custody of the Cameron County Sheriff. All transfers to or from the Texas Department of Corrections shall be handled in accordance with current Cameron County Detention Facilities policies and procedures.

10. The health care services to be provided by Provider are intended primarily for those persons in actual physical custody of Cameron County. This shall include persons, who having been previously booked into the Cameron County Detention Facility Detention Center, are sent to an outside health care facility for treatment, and inmates/detainees who are actually on or engaged in work release activities but who spend each night at the Cameron County Detention Facility. For Cameron County Detention Facilities population purposes, persons in these categories will be included in the daily population count.

11. Provider will not be financially responsible for any other person remanded to or in the custody of any law enforcement officer or agency or other correctional/detention agency of any city, county, state or federal authorities.

12. Every inmate/detainee sentenced to a "temporary work release" confinement shall be responsible for any injury that occurs while not physically housed in Cameron County Detention facilities. This does not include those inmates/detainees involved in the Sheriff's Inmates Worker Programs.

13. This provider contract shall apply only to inmates/detainees confined in the Cameron County Detention Facilities and the Detention Center facilities operated by Cameron County and located within Cameron County. This contract specifically excludes medical care provided to inmates/detainee under the jurisdiction of the Cameron County

Detention Facilities but incarcerated in Detention facilities owned by, operated by, and/or located in other counties.

14. Provider shall have sole responsibility for all diagnosis, treatment, and disbursement of medication for all medical, mental and dental health. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates/detainee requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of security concern, the Cameron County Sheriff shall support, assist, and cooperate with the Provider, and Provider shall support, assist, and cooperate with the Cameron County Sheriff, whose decision in any security matter shall be final. Provider shall be responsible for recommendations involving medical, mental or dental health care, with the final decision being that of Provider.

15. All health care services to be performed and provided under this RFP shall be by personnel who are fully qualified and appropriately licensed by the State of Texas to engage in the delivery of health care in the State of Texas. All health care services, policies, procedures and protocols will be provided in accordance with National Commission on Correctional Health Care Standards for Health Services in Jails, 1993 Edition, Texas Commission on Jail Standards, OSHA Guidelines, Texas Senate Bill 959 Workplace Guidelines, Chapter 1195 Vernon's Texas Statutes and all Cameron County and/or Texas State laws.

16. Clients who are inmates/detainees of the Cameron County Detention Facilities, on Extended Limits of Confinement (periods exceeding one (1) year), will be provided annual examinations and tests as needed by Provider until such time as they are no longer inmates/detainees of the detention facilities.

17. Upon request of detention staff, Provider must communicate with and/or physically examine in accordance with generally accepted medical practices any inmate/detainee experiencing non-emergency distress. Such communication or examination must occur within 24 hours of Provider's notification by detention staff. Emergencies shall be treated immediately.

18. Provider shall have limited responsibility for security at the Cameron County Detention Facilities by adhering to policies and procedures of the Cameron County Sheriff Office/ Detention Center for the custody of any inmate/detainee at any time, such responsibility being solely that of the Cameron County Sheriff. Provider shall have sole responsibility for all diagnosis, treatment, and disbursement of medication for all medical, mental, and dental health. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates/detainee requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Cameron County Sheriff shall support, assist, and cooperate with the Provider, and Provider shall support, assist, and cooperate with the Cameron County Sheriff, whose decision in any medical matter shall be final. In matters other than usual and customary the Provider shall be responsible for recommendations involving medical, mental or dental health care, with the final decision being that of the Cameron County Sheriff.

19. Policies and procedures of the Provider relating to medical care are generally to be established and implemented solely by the Provider in accordance with OSHA Guidelines and Texas Senate Bill 959 Workplace Guidelines, Chapter 1195 Vernon's Texas Statutes. In areas which impact upon security and general administration of Cameron County Detention Facilities, the policies and procedures of the Provider are subject to the review and approval of the Cameron County Sheriff. Without limiting the responsibility of the Provider to make their own medical health, mental health, and dental health judgments, or the discretion of the Cameron County Sheriff to perform his responsibilities under law, those areas are as follows:

- Drug and syringe security;
- Alcohol and drug medical detoxification;

- Identification, care and treatment of residents with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with HIV, and those with any other disease that can be sexually transmitted;
- Suicide prevention;
- The use of physical restraints; and
- Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to, those inmates presenting a danger to themselves and others.

20. Provider will continue to negotiate contracts with medical providers, such as, but not limited to laboratory services, radiology services, etc. Cameron County reserves the right to stipulate certain providers to be used if it is deemed in the best interest of the County. In the event that any medical services provided to any inmate/detainee are paid or payable by any third party source or sources and in the event that Provider has information that any inmate/detainee has insurance or is covered by any third party payer, Provider will relay such information to the off-site providers. Such insurance/third party payer shall include but not be limited to workers compensation, commercial medical insurance, Medicare, Medicaid, federal, state or local health care benefits of programs. Provider shall also provide such insurance information to the designated person at Cameron County. Cameron County will be responsible for the filing of any insurance reimbursement as it deems appropriate for these onsite services. Cameron County shall be entitled to a credit of one hundred percent (100%) of all medical and related expense recovery pursuant to this section. Should any third party reimbursements be paid directly to Provider, Provider shall issue a credit to Cameron County in the amount of one hundred percent (100%) of the amount received by them on the next regular monthly billing statement. Provider is responsible to document any existing health care plan of any inmate admitted to the jail facility and submit a monthly report stating such findings.

21. Provider shall perform a preliminary health evaluation on all new commitments to the Cameron County Detention Facilities within twenty-four (24) hours of arrival at the Detention Facilities. Such evaluation shall be conducted by a qualified medical professional. Provider shall have a minimum of one (1) Licensed Vocational Nurse (LVN) in the book in area 24 hours a day.

- At a minimum, the preliminary health evaluation shall include:
 - Documentation of current illnesses and health problems, including medications taken, and special health requirements;
 - Behavior observations, including state of consciousness, mental status, and whether the inmate/detainee is under the influence of alcohol or drugs;
 - Notation of body deformities, trauma markings, bruises, ease of movement, etc;
 - Conditions of skin including infestations;
 - Screening tests for tuberculosis, venereal disease and HIV, as well as urinalysis will be performed, as appropriate;
 - A standard form will be used for purposes of recording the information of the preliminary health evaluation and will be included in the health record of the inmate/detainee; and
 - Referral of the inmate/detainee for special housing, emergency health services, or additional medical specialties will be made as appropriate.

22. Provider shall perform a comprehensive health evaluation on any inmate/detainee confined at the Detention Facility for longer than seventy-two (72) hours within fourteen (14) calendar days of the arrival of the inmate/detainee at the Cameron County Detention Facilities. Such evaluation shall be performed by a qualified medical professional. Provider shall have a minimum of one (1) full time Registered Nurse to conduct and ensure health evaluations are accomplished within the time frame stated.

- At a minimum, the comprehensive health evaluation shall include:
 - Review of preliminary and comprehensive health evaluations by the program administrator, or responsible physician;
 - Additional data necessary to complete a standard history and physical;
 - Tuberculosis and syphilis testing;
 - Additional testing, as clinically indicated and pursuant to a physician's order, as follows:
 - CBC;
 - Urinalysis by dipstick procedure;
 - SMA 12;
 - For females, the collection of a culture for gonorrhea, and a Pap smear on all females 25 years of age or older;
 - EKG for all inmates 35 years or older;
 - HIV;
 - Additional lab work as directed by the physician for particular medical or health problems;
 - Additional tests as required, based on the original screening tests, e.g., chest x-ray, sputum test and hospitalization, if required;
 - Height, weight, pulse, blood pressure and temperature;
 - The health assessment of females will also include: Inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy;
 - Any abnormal results of a comprehensive health evaluation shall be reviewed by a physician for appropriate disposition.

23. Provider shall perform a mental health evaluation on any inmate/detainee no later than three (3) calendar days after such an examination is indicated. The evaluation shall be performed by a qualified mental health professional. Appropriate care and treatment shall be provided.

24. Provider shall hold sick call in designated medical areas on a daily basis, Monday through Friday, excluding scheduled County holidays. If an inmates/detainee's custody status or physical condition precludes attendance at a sick call session, arrangements will be made to provide sick call services at the inmate's/detainee's place of confinement.

25. Provider shall identify the need, schedule and coordinate all non-emergency and emergency medical care rendered to inmates/detainees inside or outside the Cameron County Detention Facilities. Except for services rendered by off-site provider, who will be paid at the Medicaid rates, payment shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act. Provider shall administer emergency medical care at the Cameron County Detention Facilities to any employee of the County who requires such care on duty.

26. Provider shall identify the need, schedule and coordinate any inpatient hospitalization of any inmate/detainee of the Cameron County Detention Facilities to be performed either within the detention facility where the person is housed or at such emergency medical care facility as

determined by Provider. This shall include all institutional charges, physician charges, and any and all other additional charges. Provider will coordinate all necessary ambulance service for emergency medical care patients. As an additional service, Provider will provide, at no additional cost or charge, on-site emergency medical treatment necessary for the assessment and triage of visitors or detention staff, as determined by the Provider's Medical Director. Provider shall not be responsible for inpatient hospitalization costs for any inmate/detainee transferred to the mental health system of the State of Texas.

27. As part of the emergency medical services to be provided, Provider shall be responsible for medical services for any person accepted into the custody of the Cameron County Detention Facility pursuant to State law.

28. Provider shall not be financially responsible for payment of emergency off-site medical hospitalization expenses (including follow-up care) associated with an injury sustained by a person during a lawful arrest and/or a pre-existing illness/injury. Provider shall be responsible for accumulation of all bills for related services, less any and all third party adjustments/reimbursements from any/all sources including, but not limited to, those sources provided under Texas law. All final bills will be submitted to the Cameron County Infirmity Administrator for payment approval, only after they have been verified by the Provider's administrator. Cameron County will make payment directly to the off site Provider and will be the payer of last resort. Cameron County shall not be responsible for any deductibles or any non-allowed charges from any insurance companies. Cameron County will pay only Medicaid allowed procedures and will pay only at the Medicaid rates.

29. Provider shall identify the need, schedule and coordinate all physician services rendered to inmates/detainees at local medical care facilities inside or outside the Cameron County Detention Facilities. At a minimum, Provider shall identify a "responsible physician" who shall generally provide such care as is available in the community. The "responsible physician" or another covering physician shall make rounds at least once per week and up to two times per week as deemed necessary and be on the premises as defined in Provider's proposed Staffing Schedule. Except for services rendered by off-site provider, who will be paid at the Medicaid rates, payment shall be at the rates promulgated by the Texas Department of Human Services with accordance with the Indigent Health Care Act.

30. Provider will arrange for the admission of any inmate/detainee who, in the opinion of the Provider Medical Director, requires hospitalization and Provider will be fully responsible for insuring that all adjustments and reimbursements from any/all sources, including, but not limited to, those sources provided under Texas Law, are noted on all billings and that all billings have been verified by the Provider Administrator. All final billings will be forwarded to the Cameron County Health Care Service Administrator for payment approval. Cameron County will be the payer of last resort on all hospitalization billings and shall pay directly to the Provider. Cameron County shall not be responsible for payment of any deductibles or any non-allowed charges from any insurance companies. Cameron County will pay only Medicaid allowed procedures and will pay only at Medicaid rates.

31. Such billings shall be for any illness or injury or reoccurrence thereof requiring hospitalization and/or off-site medical services and shall include all outside medical costs inclusive of inpatient and outpatient medically necessary hospital costs, specialty medical costs, laboratory services, radiology services, emergency room visits, prosthetic devices, ambulance services. All expenses of health care services and health care products, medications and related clinical, infirmity and specialized care provided on site of the Cameron County Detention Facility shall not be included in the scope of care expenses and shall not be submitted in such billings as outlined above for final payment by Cameron County, but shall be included in the normal scope of services outlined in this contract. If outside care is required, Provider agrees to send inmates/detainees, whenever possible. Cameron County does not have any contracted facilities.

32. Provider will provide such specialty medical services (e.g. diagnostic, radiological service, laboratory service, etc.) for any inmate/detainee for the purpose of determining or treating any physical illness or injury. To the extent that the specialty medical care is required and cannot be rendered on site, Provider will make appropriate off site arrangement for the performance of any specialty care or diagnostic service, which will be coordinated with the detention transfer staff for required transportation and security to and from the off-site facility. Provider shall also provide a pay for all laboratory services, as indicated. Except for services rendered by off-site provider, who will be paid at the Medicaid rates.

33. Provider will provide total prenatal medical care to any and all pregnant inmates/detainees. Neither Provider nor Cameron County will be responsible for any medical expenses associated with newborn care or for abortions that are not medically indicated.

34. All current and future Inmate Workers requiring a physical examination or other medical screening will be provided by Provider as part of the standard services.

35. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests, or by laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc. As an example, the follow-up on a positive TB test would include x-rays, sputum testing, INH treatment and hospitalization, if necessary. This also specifically includes appropriate care and treatment of individuals testing positive for HIV. T-cell testing shall only be administered as clinically indicated.

36. Provider shall identify the need, schedule and coordinate the services of an ophthalmologist. Provider shall provide any inmate/detainee with one pair of ordinary glasses if prescribed. Except for services rendered by off-site provider, who will be paid at the Medicaid rates, payment shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act.

37. Provider shall provide the dental program for the entire inmate/detainee population. The program shall provide for basic dental services, including extraction, and fillings. Emergency dental services shall be available on a 24-hour-a-day basis. Dental screening shall be given to each inmate/detainee by a nurse within fourteen (14) calendar days of his or her admission to the Detention Facility, but must be examined by a licensed dentist within ninety (90) days. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the inmate/detainee; a dental record shall be maintained as part of the medical record of the inmate/detainee. Annual dental examinations shall be performed on each inmate. Services provided for shall be on-site.

38. Provider shall provide a total pharmaceutical system for the Cameron County Detention Facilities, beginning with the physician's prescribing of medication, then filling of the prescription, the dispensing of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered with no additional bill backs. Services shall be available 24 hours per day, 365 days a year.

- The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by licensed personnel. All controlled substances, syringes, needles and surgical instruments will be stored in a secured area acceptable to the Cameron County Sheriff and meeting the Texas Commission on Detention Standards, all

Texas requirements, and AMA Guidelines for storing and handling medications. A liquid unit drug dosage system shall be used whenever deemed necessary.

- Provider shall provide a medical detoxification program for drug and/or alcohol addicted inmates/detainees, which program shall be administered only on Detention Facilities property. No methadone detoxification shall be acceptable.

39. Provider shall provide at their own expense a minimum of the following:

- Staff
- Uniforms, laundry
- All PC's and software
- All administrative office supplies
- All paperwork
- Medication carts
- Rolling Blood Pressure Cuffs
- All office décor
- All pharmaceuticals, over the counter, 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

40. Provider shall stipulate how Cameron County would assume equipment and supplies upon termination of contract.

41. Provider shall maintain a medical record for each inmate/detainee who receives medical care services. This medical care record will be maintained pursuant to applicable law and will be kept separate from the inmate's/detainee's confinement record. A complete copy of the applicable medical record will be made available to accompany an inmate/detainee who is transferred from the Cameron County Detention Facility to any other detention facility, local, state or federal. All medical records shall be the property of Cameron County and Provider shall act as custodian for all medical records and those records shall be kept confidential, subject to the right of access thereto at all times on the part of Cameron County. Said medical records shall be kept and maintained by Provider at the respective detention facility or, by mutual agreement of Cameron County Sheriff's Office and Provider, at a central location. The right of access to medical records by any inmate/detainee or their legal representative is set forth in the State of Texas Open Records Act, and will be complied with by Provider. No information contained in the medical record will be released by Provider except as provided by order of court, or otherwise in accordance with applicable law. All such records shall thereupon become and remain the property of Cameron County and Provider shall have reasonable access to such records when necessary to enable it to properly prepare for litigation or anticipated litigation brought or threatened by third persons in connection with services rendered during the term hereof.

42. Provider shall submit monthly and other periodic reports to the Cameron County Jail Administrator concerning and reflecting on the overall clinical and financial operation of the health care services program in general and on the health status in particular of the inmates/detainees committed to the custody of Cameron County. Such reports, to be hereinafter determined by Cameron County, shall be submitted on a regular and periodic basis. Provider will fully cooperate with Cameron County for the submission of any reports, records, or documents required by any

appropriate authority or court requesting same for any reason whatsoever, without any additional charge, fee or assessment to Cameron County.

43. Provider will confer as needed with the Cameron County Jail Administrator concerning existing health related procedures within the Cameron County Detention Facilities, and for the purpose of making changes, from time to time, of such procedures and other practices reasonably related thereto as Provider and Cameron County shall deem advisable.

44. Provider on-site Medical Director, Infirmary Administrator, as well as Provider regional representative, as needed, and any other management representative, as needed, as Cameron County deems necessary shall meet at a minimum on a monthly basis with Cameron County Jail Administrator, Cameron County Health Care Services Director or designee and any other representative as deemed necessary to discuss health care policies, procedures, problems, schedules, cures, etc. Schedule of review meetings will be established by the Cameron County Jail Administrator.

45. Provider will seek and obtain from any inmate/detainee information concerning any health insurance or health benefit program to which the inmate/detainee might be entitled or have that would or could cover off-site medical services rendered by Provider. To the extent needed, Cameron County will cooperate with Provider in its effort to secure this information from any such inmate/detainee.

46. Provider acknowledges that it is familiar with the provisions of the State of Texas Open Records Act and that all of its records, as they pertain to health care services for the Cameron County Detention Facility, directly or indirectly, may be subject to the provisions of the Open Records Act unless specifically exempted, or such other provisions of Texas Law providing for the confidentiality of medical records. Cameron County acknowledges that Provider asserts a proprietary or confidential status to all of its systems, method, procedures, intellectual property or written materials and other controls employed by Provider in the performance of its obligation. Cameron County agrees not to voluntarily release any such information to any person or entity without the expressed written Medical Records Release Form signed and executed by inmate/detainee representative giving permission to release records or unless required by law to release such records.

47. Provider agrees that at any time, with thirty (30) days prior written notice, to make available to Cameron County representatives for examination its financial records with respect to matters covered by this RFP and directly related to fulfilling the terms and conditions of any subsequent Agreement and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, time and attendance records, payrolls, and other data related to compliance with the terms and conditions of this Agreement, during the term of this Agreement.

48. Provider will provide an internal on-going quality assurance program consisting of regularly scheduled audits of inmate/detainee health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance program shall include a provision for program and contract monitoring (peer review) by an "outside", detention health area consultant, which may be within the company internal agency (as mutually agreed to by Cameron County and Provider) on an annual basis, the results of which shall be made available to the Cameron County Jail Administrator, Cameron County Health Care Services Director of Nursing, Provider's Medical Director and Provider's Infirmary Administrator. All associated cost with this annual peer review will be paid by Provider.

49. Provider shall provide a consultation service to Cameron County on any and all aspects of the health care medical care system at the Cameron County Detention Facilities, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new

facilities, alternative pharmaceutical and other systems, and on any other matter relating to this contract upon which Cameron County seeks the advice and counsel of the Provider.

50. Provider shall make available and be capable of providing mental health and CPR training for the Cameron County Sheriff staff. The charges of the Provider for this service shall be included in the contract price and shall not be billed separately.

51. Provider shall, at all times during the term of this contract, provide a standard and quality of health care designed to meet those standard developed by the National Commission on Correctional Health Care, the American Correctional Association, Texas Commission On Jail Standards, Texas Administrative Code, as amended, and federal, state and local health authorities. Timely Certification and accreditation will be subject, however, to the schedules of the appropriate accreditation agency and Cameron County meeting all applicable accreditation standards relating to jail security and operations for the Cameron County Detention Facilities. Both Cameron County and Provider agree to work together to attain accreditation as expeditiously as possible. In the event that Provider fails to attain medical accreditation, as aforesaid, through its own negligence, unreasonable or unnecessary delay, Provider agrees to pay Cameron County as liquidated damages the sum of One Hundred Thousand Dollars (\$100,000.00). This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages.

52. Provider shall compensate any and all outside providers of medical care in accordance with the rules, regulations, and payment schedules published by the Texas Department of Human Services (TDHS) and pertaining to the Indigent Health Care Program. Cameron County has Indigent Program guidelines in place, that include rate and deadline date for billing purposes, however vendor will be given the option to negotiate these terms with providers.

53. Provider will conduct an ongoing health education program for inmates/detainees, detention officers of Cameron County, and its own medical services staff designed toward raising the level of inmate/detainee health and health care. Such health care education and training program will include by not limited to, at Cameron County Sheriff's Office request, programs in first aid, sign and symptoms of chemical dependency, and responses to medical emergencies.

54. In addition, Provider will ensure that its medical, professional and paraprofessional staff receive all necessary and requisite statutorily mandated in-service annual or proficiency training, and such other professional or paraprofessional education and training programs needed to ensure current proficiency in the professional or paraprofessional's particular medical discipline or specialty.

55. Provider shall specify the policies and procedures to be followed in responding to inmate/detainee complaints relating to any aspect of the health care provided during incarceration at the Cameron County Detention Facilities. Said policies and procedures shall also address the means by which Provider will respond to medically-related allegations contained in lawsuits filed by inmates/detainees. Provider is responsible to ensure that a copy or provider's policy and procedures and all updates be provided to the Cameron County Health Care Administrator.

A. Staffing Requirements

I. Staffing Plan: The Provider shall submit a detailed staffing plan/table that includes titles, hours scheduled (full time or part time), shift, Days of the week, etc. to demonstrate appropriate clinical coverage throughout the facility. Full time is considered 40 hrs of work per week excluding the lunch period unless otherwise specified in the proposal with a rational acceptable to Cameron County. These staffing tables shall meet or exceed current authorization staffing levels with regard to the types and number of health professionals by discipline, by shift and day of week. Staffing levels shall adequately reflect the size of the various institutions, intake screening conducted annually, transfer summaries completed and

the comprehensive scope of services available on site. Full time work shall consist of a 40 hour work period with a five day workweek. Any schedule for full time to be scheduled fewer than 5 days per week will require advance approval of Cameron County, e.g. a 4 day work week of 10 hours per day. This staffing may reflect a mix of physician and physician extender staff including practitioners for medical hours exceeding 40 hours per week. Physician staffing shall be in accordance with guidelines and recommendations of the NCCHC Standards for Health Services in Jails.

II. Compensation and Benefits - Compensation and benefits of the Contractor's personnel shall be established solely by the Contractor.

However, the Provider shall provide Cameron County a summary of salary target hourly/salary rates by position title, salary range for each position with anticipated high and low salary identified, with the proposal and shall also include a thorough summary of benefits offered. It is the goal of Cameron County to minimize the disruption to and increase retention of current employees who may be retained by the Contractor. The Provider shall obtain Cameron County approval of each individual initially offered employment during the start-up transition. The rate range and schedule shall be updated not less than annually and submitted to the Jail Administration. This target rate shall be established as the payback base rate for each employee, independent Provider and subcontractor.

III. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of Texas. At a minimum, a full-time, on-site program administrator, physician with hospital privileges, and Nurse Practitioner or Physician Assistant shall be provided who shall have general responsibility for the successful delivery of health care at the Cameron County Detention Facilities and, pursuant to this contract.

IV. Provider acknowledges that each employee shall obtain all occupational professional licenses which may be necessary under the laws of the State of Texas or Cameron County or the ordinances of the City of Brownsville for rendering of the services covered hereunder. All licenses shall be kept up to date and current in accordance with all federal, state and local requirements. Further, Provider agrees that it will require all of its employees, subcontractors and agents and other persons under its charge rendering such services to secure and to maintain in good standing any and all professional and other licenses which may be required of them by such governmental agencies for the purposes hereof.

V. Provider shall be responsible to ensure that its employees meet all continuing education courses as mandated by the State of Texas or any regulatory agency to maintain professional licensing and accreditation for medical and paramedical personnel.

VI. Provider will provide medical, technical and support personnel necessary for rendering medical health care services to inmates/detainees in accordance with the Staffing Plans for the Cameron County Justice Center, Minimum Security. All personnel, prior to entering the Cameron County Detention facilities shall be required to undergo a criminal background check to be performed by Cameron County and at no cost to Provider. Provider agrees that each staff member, both current and those added in the future, employed in Cameron County detention facilities will sign a Nondisclosure Agreement provided by Cameron County. Such Nondisclosure Agreement shall be kept in each employee's personnel file at all times.

- VII.** The number of full time equivalents (F.T.E.) as used for staffing of positions will be filled by Provider. Notwithstanding any provision to the contrary or other relief available to Cameron County Detention Facility, Cameron County will be entitled to a credit for the actual value of service hours not worked, including applicable paid benefits provided to any full time medical staff person, in accordance with the limitations, terms and conditions set forth in paragraph below.
- VIII.** Any full time position will be filled within sixty (60) days of the vacancy. In the event that a vacancy exists for a period of sixty (60) or more days and Provider has failed to fill the vacant position through the employment, appointment or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of Provider as set forth in Provider's Staffing Plans, Cameron County shall receive a credit by Provider in the monetary amount equivalent to the cost of the position for the time of the vacancy. Cameron County shall be entitled to receive credit from Provider from the first day on which the vacancy occurs through, and including the, day prior to the vacancy being filled, provided, however, that the period of vacancy, or any part thereof, is not as a result of the time required for a background investigation by the County of any selected replacement employee. Such amount will be payable to Cameron County from Provider as a credit to Cameron county's next monthly billing by Provider.
- IX.** It shall be the responsibility of Provider to see that all personnel provided or made available by Provider to render services hereunder will be licensed, certified and/or registered, as appropriate, in their respective medical disciplines or expertise pursuant to applicable Texas law. The terms Advanced Nurse Practitioner, Registered Nurse, or Licensed Practical Nurse are defined as set forth in the Texas State Board of Nurse Examiners. Additionally, the term "practice of medicine", Physician or Medical Director, Physician's Assistant or Medical Assistant are defined as set for in the Texas State Board of Medical Examiners. For the purpose of performing under this contract, the "Medical Director" for Provider shall be a licensed physician or medical doctor as defined by the Texas State Board of Medical Examiners.
- X.** Provider shall submit a quarterly staffing summary of filled positions to include names of current employees start date and hourly rate. Unfilled positions shall state date position was vacated and expected date of new hire.
- XI.** In the event Cameron County Sheriff's Office should become dissatisfied with any health care personnel provided by Provider hereunder, Provider, in recognition of the sensitive nature of detention services, will, following receipt of written notice from Cameron County Sheriff's Office of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the concern expressed by Cameron County in its written notice, and if such concerns cannot be resolved, Provider agrees to advise the person of the County's concerns and that their right to enter the facility has been removed. Cameron County Sheriff's Office shall have the right of disapproval of any health care professional hired or contracted by Provider. Provider agrees that any such person hired or contracted shall be subject to a Cameron County Sheriff's Office background investigation, which investigation will be performed without delay so as not to hinder the ability to perform.

XII. County acknowledges that Provider will engage and contract with certain health care professionals as independent contractors, and Cameron County expressly consents to subcontracting of health care professionals. Nothing herein shall limit Cameron County's right to comment on the selection of any particular health care professional. Cameron County will maintain the right to approve of any services subcontracted by Provider in the performance of this contract.

XIII. The provider Medical Director shall, at all times, be responsible for the overall management and direction of the services provided by aforementioned health care professionals notwithstanding any independent contractor relationship with Provider. The services provided hereunder will be designed to meet the standards developed by the National Commission of Correctional Health Care, applicable laws, licensing requirements, Texas Administrative Code and standards of health care dictated by state or federal appellate courts regarding the quality of health care of person incarcerated in public detention facilities.

XIV. The right to subcontract staffing positions, pursuant to this subsection, shall not be applicable to the position of Infirmity Administrator or any member of the nursing staff, medical or dental assistants, clerical or similar support personnel, who will be employees of Provider. Nothing herein shall operate to limit Provider's right to contract for labor services on a temporary basis until a staff position is permanently filled by a Provider employee, subject to a County background investigation.

XV. Provider will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam Era status, age, or sex, and agrees to take affirmative action to recruit minorities and women into employment. Further Provider will administer its other personnel policies, such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, disability, age, sex or marital status.

XVI. Provider and Cameron County agree to comply with the Employee Polygraph Protection Act of 1988 as it applies to Provider employees or subcontractors.

XVII. Provider shall identify the need, schedule and coordinate psychiatric, psychological and counseling services rendered to inmates/detainees inside the Cameron County Detention facilities. Except for services rendered by the off-site provider, who will be paid at the Medicaid rates, these payment(s) shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act. At a minimum, this shall include the following:

A licensed practical counselor(s) shall be available In accordance with NCCHC staffing requirements

A psychiatrist shall be provided who shall be in attendance at the Cameron County Detention Facility As defined in Provider's proposed Staffing Schedule. The psychiatrist, or another covering psychiatrist, shall be on call seven days per week, twenty-four (24) hours per day for emergency situations.

The psychiatrist shall be responsible for conducting the psychiatric examination and treatment of any inmate/detainee referred to him by the Provider. Without limitation, any inmate/detainee presenting a danger to himself, herself, or others shall be so referred. The psychiatrist shall be responsible for the prescription and titration of all psychiatric medications. The psychiatrist or designate, in cooperation with the Sheriff or designate, shall be specifically responsible to approve or disapprove the use of physical restraints for medical reasons upon an inmate/detainee beyond a period of twenty-four (24) hours. Decisions regarding the use of physical restraints for non-medical reasons shall be the sole responsibility of the Sheriff or designate. The psychiatrist shall also have such other duties as required by the Provider.

- XVIII.** Provider shall be responsible for the referral of any inmate/detainee to the mental health system, for documenting its reasons for referral and for providing records and information required by the mental health system to maintain “continuity of care” during the transfer. Such records and information includes but is not limited to, medication records and a psychiatric discharge summary for any inmate/detainee so transferred. If said transfer occurs upon the discharge of the inmate/detainee from the custody of the Cameron County Detention Facility, Provider shall also insure that the prescription of the inmate/detainee for psychiatric medication covers a 5 day period from the date of discharge at the inmate’s/ detainee’s pharmacy and at their expense.
- XIX.** Provider shall also be responsible for providing a psychiatric evaluation of any inmate/detainee appropriate for transfer to the mental health system, whether that transfer occurs during the course of the commitment of the inmate/detainee to the Cameron County Detention Facility or upon discharge from commitment.
- XX.** Provider shall appoint a designate to serve as the liaison between Provider, Cameron County Detention Facilities, and Cameron County Health Care Services. The designate shall be responsible for the preparation and submission of monthly reports to the Cameron County Detention Administrator detailing the overall operation of the inmate/detainee medical care program and the general health and well-being of persons incarcerated within the Cameron County Justice Center. The designate shall confer on a minimum monthly basis with the Cameron County Detention Administrator, and other departmental staff, as appropriate, to review any reports, problems, or other matters.
- XXI.** Provider shall ensure that all its employees are oriented to the health care aspects of the operation of the Cameron County Detention Facilities. Orientation shall include but not limited to the provision of a written job description to each employee and an explanation of Provider’s monitoring and evaluation processes. Orientation to all other aspects of the operation of the Cameron County Detention Facilities shall be the responsibility of the Cameron County Sheriff or designee.
- XXII.** Provider shall understand that the Cameron County Detention Facilities Minimum Security Facility. LVN coverage shall be as defined in Providers proposed Staffing Schedule or 24 hours per day/7 days per week, plus on-call.
- XXIII.** Provider and Cameron County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Provider as well as for the security of inmates/detainees and Cameron County staff. Cameron County Sheriff’s Office will provide security services deemed appropriate to Cameron County and Provider in order to enable Provider and its personnel to safely provide the health care services called for hereunder. The final determination for the security plan for each facility comprising the Cameron County Detention Facility shall rest solely with the

Cameron County Sheriff's Office. In the event that Provider determines the need for particular health services for any inmate/detainee or group of inmates/detainees, including but not limited to inmate/detainee transfer(s) to other medical facilities, if such action should not be implemented and carried out for security reasons, Cameron County, if subsequently determined by a court of law to have acted in an arbitrary and capricious manner, will assume any potential liability and damages resulting from any such decision on the part of Cameron County Sheriff's Office not to respond or to institute a requested transfer of inmate/detainee as requested by Provider.

- XXIV.** Provider shall utilize reasonable work schedules, shift assignments, and provide adequate working conditions. The primary issue is patient care, and Provider shall utilize management practices that ensure that medical personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.
- XXV.** Provider shall provide compensation of its personnel which is at least the substantial equivalent of the average rate of compensation for private sector medical personnel profession in the industry nationwide taking into consideration, where appropriate, differing work schedules, work weeks, and levels of productivity.
- XXVI.** The county will be reimbursed 100% on any monies that are unused for a fiscal year (off site patient care and pharmacy monies).

XVI. Provider and Cameron County agree to comply with the Employee Polygraph Protection Act of 1988 as it applies to Provider employees or subcontractors.

XVII. Provider shall identify the need, schedule and coordinate psychiatric, psychological and counseling services rendered to inmates/detainees inside the Cameron County Detention Facilities. Except for services rendered by the off-site provider, who will be paid at the Medicaid rates, these payment(s) shall be at the rates promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act. At a minimum, this shall include the following:

A licensed practical counselor(s) shall be available In accordance with NCCHC staffing requirements

A psychiatrist shall be provided who shall be in attendance at the Cameron County Detention Facility As defined in Provider's proposed Staffing Schedule. The psychiatrist, or another covering psychiatrist, shall be on call seven days per week, twenty-four (24) hours per day for emergency situations.

The psychiatrist shall be responsible for conducting the psychiatric examination and treatment of any inmate/detainee referred to him by the Provider. Without limitation, any inmate/detainee presenting a danger to himself, herself, or others shall be so referred. The psychiatrist shall be responsible for the prescription and titration of all psychiatric medications. The psychiatrist or designate, in cooperation with the Sheriff or designate, shall be specifically responsible to approve or disapprove the use of physical restraints for medical reasons upon an inmate/detainee beyond a period of twenty-four (24) hours. Decisions regarding the use of physical restraints for non-medical reasons shall be the sole responsibility of the Sheriff or designate. The psychiatrist shall also have such other duties as required by the Provider.

- XVIII.** Provider shall be responsible for the referral of any inmate/detainee to the mental health system, for documenting its reasons for referral and for providing records and information required by the mental health system to maintain “continuity of care” during the transfer. Such records and information includes but is not limited to, medication records and a psychiatric discharge summary for any inmate/detainee so transferred. If said transfer occurs upon the discharge of the inmate/detainee from the custody of the Cameron County Detention Facility, Provider shall also insure that the prescription of the inmate/detainee for psychiatric medication covers a 14 day period from the date of discharge at the inmate’s/ detainee’s pharmacy and at their expense.
- XIX.** Provider shall also be responsible for providing a psychiatric evaluation of any inmate/detainee appropriate for transfer to the mental health system, whether that transfer occurs during the course of the commitment of the inmate/detainee to the Cameron County Detention Facility or upon discharge from commitment.
- XX.** Provider shall appoint a designate to serve as the liaison between Provider, Cameron County Detention Facilities, and Cameron County Health Care Services. The designate shall be responsible for the preparation and submission of monthly reports to the Cameron County Detention Administrator detailing the overall operation of the inmate/detainee medical care program and the general health and well-being of persons incarcerated within the Cameron County Justice Center. The designate shall confer on a minimum monthly basis with the Cameron County Detention Administrator, and other departmental staff, as appropriate, to review any reports, problems, or other matters.
- XXI.** Provider shall ensure that all its employees are oriented to the health care aspects of the operation of the Cameron County Detention Facilities. Orientation shall include but not limited to the provision of a written job description to each employee and an explanation of Provider’s monitoring and evaluation processes. Orientation to all other aspects of the operation of the Cameron County Detention Facilities shall be the responsibility of the Cameron County Sheriff or designee.
- XXII.** Provider shall understand that the Cameron County Detention Facilities includes a 192 bed Minimum Security Facility. LVN coverage shall be as defined in Providers proposed Staffing Schedule or 16 hours per day/7 days per week, plus on-call.
- XXIII.** Provider and Cameron County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Provider as well as for the security of inmates/detainees and Cameron County staff. Cameron County Sheriff’s Office will provide security services deemed appropriate to Cameron County and Provider in order to enable Provider and its personnel to safely provide the health care services called for hereunder. The final determination for the security plan for each facility comprising the Cameron County Detention Facility shall rest solely with the Cameron County Sheriff’s Office. In the event that Provider determines the need for particular health services for any inmate/detainee or group of inmates/detainees, including but not limited to inmate/detainee transfer(s) to other medical facilities, if such action should not be implemented and carried out for security reasons, Cameron County, if subsequently determined by a court of law to have acted in an arbitrary and capricious manner, will assume any potential liability and damages resulting from any such decision on the part of Cameron County Sheriff’s Office not to respond or to institute a requested transfer of inmate/detainee as requested by Provider.
- XXIV.** Provider shall utilize reasonable work schedules, shift assignments, and provide adequate working conditions. The primary issue is patient care, and Provider shall utilize management practices that ensure that medical personnel working extended shifts, part-

time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.

XXV. Provider shall provide compensation of its personnel which is at least the substantial equivalent of the average rate of compensation for private sector medical personnel profession in the industry nationwide taking into consideration, where appropriate, differing work schedules, work weeks, and levels of productivity.

XXVI. The county will be reimbursed 100% on any monies that are unused for a fiscal year (off site patient care and pharmacy monies).

V. CAMERON COUNTY RESPONSIBILITIES

CAMERON COUNTY SHALL BE RESPONSIBLE FOR AND PROVIDE:

1. Provide adequate ingress and egress to all medical services areas. Adequate heat, lights, ventilation, and all other utilities. Cameron County shall provide local intercom and business telephone service to the Proposer at no charge. This telephone shall be used only for local service, business-related calls. Should the Provider desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the Cameron County system shall be installed at the contractor's expense.
2. Extermination services and removal of trash and garbage from areas with the exception of medical waste.
3. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. Cameron County's maintenance does not include day to day cleaning operations in the Jail Infirmary area that is beyond trustee general sanitation.
4. Adequate preparation, storage, and holding equipment and maintenance for same.
5. Security, control, and limitation of inmate movement in, to, and from the medical services areas, including physical security of employees, suppliers, and other authorized visitors.
6. Physical Inventory of all medical supplies shall be completed by Cameron County representatives for the successful Proposer. Cameron County Infirmary Administrator will physically verify the accuracy of the fixed assets listing. A copy will be made available prior to Proposer taking charge, to ensure an adequate supply of medical supplies and hold the Proposer accountable for all equipment. Upon the expiration of the contract, a physical inventory will again be taken with representatives from the Proposer. Additional equipment inventories may be taken during the life of the contract at Cameron County's discretion.
7. Medical supplies and equipment shall be replaced by the Proposer if they are damaged or lost.
8. Proposer agrees to provide equipment and supplies necessary for the provision for covered services unless specifically identified as County responsibility.
9. Physical Inventory of all equipment (on-site) as well as the equipment's working condition / operational status shall be completed by Cameron County prior to Proposer taking charge, to ensure and hold the Proposer accountable for all equipment, if it is determined - by the repair company, that the equipment was mishandled or improperly used.
10. Cameron County will maintain and repair the building structure and provide adequate security of all medical services areas at all times during medical service operations.
11. Utility services, including all costs for connection and reconnection.
12. Cameron County shall provide maintenance and use of electricity, gas, water, sewer, local telephone, and garbage pick-up services and containers.
13. Cameron County agrees to provide Provider with existing office space and facilities (inclusive of existing office furnishings) and utilities (including local telephone service).

14. Cameron County will provide the same range of services and facilities for those inmates/detainees who are confined to reside in a health clinical area for the purpose of receiving medical services, to include but not limited to, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies, as are provided for non-clinical inmates/detainees. Cameron County will not be responsible for daily house cleaning services of the health care areas. Provider will be responsible for daily house cleaning services of health care areas. However, Inmate Workers, when available, may be utilized by Provider for this service.
15. Cameron County shall be payer of last resort and will make final payments to the service Provider at a payment rate not to exceed those rates as established and promulgated by the Texas Department of Human Services in accordance with the Indigent Health Care Act or for services rendered by the off-site, which will be charged to Cameron County at a rate not to exceed the current Medicaid rates. Cameron County shall not be responsible for payment of any deductibles or any non-allowed charges from any insurance companies.
16. To the extent any inmate/detainee requires off-site health care treatment (general hospitalization, specialty services, etc.) Cameron County will provide appropriate routine non-emergency transportation services including reasonable security, as requested by Provider. Emergency ambulance transportation of inmates/detainees, as directed by Provider personnel, will be provided and paid by Cameron County. Policies and procedures regarding the transportation of inmates/detainees for medical reasons will be mutually developed by Cameron County and Provider within thirty (30) days of contract start date. The policies shall be approved by the Cameron County Jail Administrator.
17. County shall furnished equipment/material per the Cameron County Furnished Material List, (See Attachment "N"). The equipment provided will be available to the Provider as needed. Cameron County will be responsible for the maintenance of listed equipment however once the equipment is determined non serviceable it will be removed from inventory and it will become the responsibility of the Provider to acquire, replace and maintain such equipment. All equipment purchased by the Provider to replace any county equipment shall remain the property of the contractor. Per the Cameron County Furnished Material List the following is a list of furnished equipment which will not be replaced by the county once the equipment is determined non serviceable. All other furnished items will be the responsibility Cameron County to replace and maintain.

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

18. In order to assist Provider in providing the best possible health care to an inmate/detainee, Cameron County will provide Provider with such information, records and reports as Cameron County may have pertaining to any inmate/detainee that Provider identifies as reasonable and necessary for Provider to adequately perform its obligation hereunder, subject to the provisions of the State of Texas Open Records Act directing that any such records are to be kept confidential.

VI. CAMERON COUNTY ADDITIONAL RIGHTS RETAINED

1. The Cameron County Sheriff retains the right, in his sole discretion, to review and approve policies and procedures of the Provider in any other areas affecting the performance of his duties under law.
2. Cameron County shall have the ultimate discretionary authority on the continued employment of personnel assigned to the medical staff for the service area of this Agreement. All persons employed by Provider in the performance of work under this Agreement shall be competent and hold appropriate license and or permits in their respective profession. Cameron County may demand the removal of any person employed by Provider who chronically misconducts himself or is incompetent or negligent in the due and proper performance of his duties, and such persons shall not be reassigned by Provider for provision of services under this Contract without the written consent of Cameron County. Provided, however, that Cameron County shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising such rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of Contractor's Chief Administrative Officer and Cameron County's designated representative prior to removal.

VII. MISCELLANEOUS

1. Neither Provider nor Cameron County will be responsible for providing elective or experimental medical health care to inmates/detainees. "Elective medical care" in this instance is defined as medical care which, if not provided, would not in the opinion of the Medical Director cause the inmate's/detainee's general health to deteriorate and/or cause definite harm to the inmate's/detainee's mental or physical well being.
2. Neither Provider nor Cameron County shall be financially responsible for payment of emergency off-site medical hospitalization expenses (including follow-up care) associated with an injury sustained by a person during a lawful arrest and/or a pre-existing illness/injury.
3. The parties agree that in the event that any person terminated by virtue of Cameron County exercising the provisions of this subsection asserts a claim against Cameron County, Provider or both of them, the parties will be severally liable, only to the extent of their respective liabilities, from any cause of action, judgment or settlement stemming from any such termination.
4. For all such cases in which litigation arises and under which Cameron County is owed a defense and indemnification by the medical care provider, Cameron County shall have the exclusive right to choose defense counsel to represent Cameron County, the Cameron County Sheriff's Office, and any and all elected officials, employees, agents and representatives of Cameron County who may be named as parties to such litigation. This choice of counsel is at the sole discretion of Cameron County and the medical care provider cannot substitute nor change Cameron County's choice of counsel without express written permission from Cameron County. The medical care provider expressly agrees that such counsel selected by Cameron County will directly bill the medical care provider for all such attorney's fees and costs which are associated with the defense of Cameron County and/or its elected officials, employees, agents and representatives in such litigation and such bills will be paid in a timely manner.
5. Inmates/detainees (inmate workers) will not be used or otherwise engaged by either Provider or Cameron County in the direct or indirect rendering of any health care services. Inmate workers may be used in positions not involving the rendering of health care services directly or indirectly to other inmates/detainees within a health care facility as Provider and Cameron County Sheriff's Office may mutually agree.

VIII. CONTRACT

After the award of the RFP to the successful Proposer, the contract will be negotiated based upon the Proposer's RFP.

IX. EQUIPMENT & FURNISHINGS MISCELLANEOUS

A. MEDICAL EQUIPMENT AND FURNISHINGS

Cameron County owns the existing medical equipment and office furnishings. In the event that additional equipment or furnishings is required during the term of the contract, a written list of equipment and justification of need should be forwarded to Cameron County Infirmity Administrator for consideration and processing. If the Proposer determines that additional equipment will be required prior to start-up, that list shall be included as part of the proposal. Proposer is responsible for providing medication carts. Proposer is responsible for providing all dental equipment if Dental services are provided at any of the correctional facilities.

Upon contract termination equipment purchased by the Proposer will become the property of Proposer. Upon contract termination equipment purchased by Cameron County will become property of Cameron County.

Proposer agrees to provide equipment and supplies necessary for the provision for covered services unless specifically identified as a Cameron County responsibility.

Cameron County will have final authority with respect to financial responsibility with equipment and furnishings purchases.

All office equipment can be used by the awarded Vendor however office supplies have to be provided by the awarded vendor at their expense.

B. CONFIDENTIALITY

Proposals submitted in the public procurement process are subject to inspection in accordance with all state and Cameron County regulations. Therefore, protection of any trade secrets or specific proprietary information will be requested prior to or upon submission of the data or materials. Proposer will identify the specific information to be protected and state the reasons why protection is necessary.

C. NON-DISCRIMINATION

The Proposer will agree to comply with the policies of Cameron County and the state and local laws whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, or national origin.

D. ETHICS IN PUBLIC CONTRACTING

The Proposer will agree to comply with Cameron County, whereby ethics in public contracting is required.

X. COST SUMMARY

The price shall include the furnishing of all professional services, labor, supplies, insurances, licenses and applicable taxes necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.

The county will be reimbursed 100% on any monies that are unused for a fiscal year (off site patient care and pharmacy monies).

The cost for medical services shall be indicated on the Proposal Summary table.

The Sliding Scale price based on incremental inmates for the provision of medical services should be indicated on a separate sheet.

See Exhibit 7 for FY 2017 and FY 2018 Infirmery budget information.

Population: For the purposes of this RFP, the Average Daily Population shall be :

Yr 1 : 1,200 and Yr 2 : 1,200.

<i>TimePeriod</i>	<i>ADP</i>	<i>Marshals' Inmates</i>		<i>Male</i>	<i>Female</i>
Dec 2017	1129	161		1,071	85
Jan 2018	1,082	198		1,028	80
Feb 2018	1,048	168		1,040	71
Mar 2018	1,084	165		1,054	83
April 2018	1,138	144		1,054	84
5 month average	1,097	168		1,050	81

Format: The price should be submitted in accordance with the table presented below.

PROPOSAL SUMMARY TABLE			
Contract Period		Annual Cost of On-Site Medical Services	Other Costs (For example off-site services)
Year One		\$	\$
Year Two		\$	\$

Cameron County’s objective is to have all Proposers’ medical & Pharmaceutical Services annual charge included in the Annual Cost of Medical & Pharmaceutical Services. If the Proposer is proposing any charges (subject to the requirements of this Proposal) outside of the Annual Cost of Medical Services, please identify below and explain Other Costs of Medical Services charges as listed in the above table.

REFERENCES

Please list five (5) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Proposal.

REFERENCE ONE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ e-mail address: _____
Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ e-mail address: _____
Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____ e-mail address: _____
Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

REFERENCE FOUR

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE FIVE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day
of _____ 20 _____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer ” refers to a person who is not a resident.

“Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a
Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS§
§
COUNTY OF CAMERON§

**ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY**

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest Proposer or successful proposer; and
2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1st following the January 1st on which the ad valorem taxes are due.**
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s : Real Estate _____ Personal Property _____

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

Company name: _____

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

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

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

OFFICE USE ONLY

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

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

1 Name of vendor who has a business relationship with local governmental entity.**2. Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4.

Signature of vendor doing business with the governmental entity

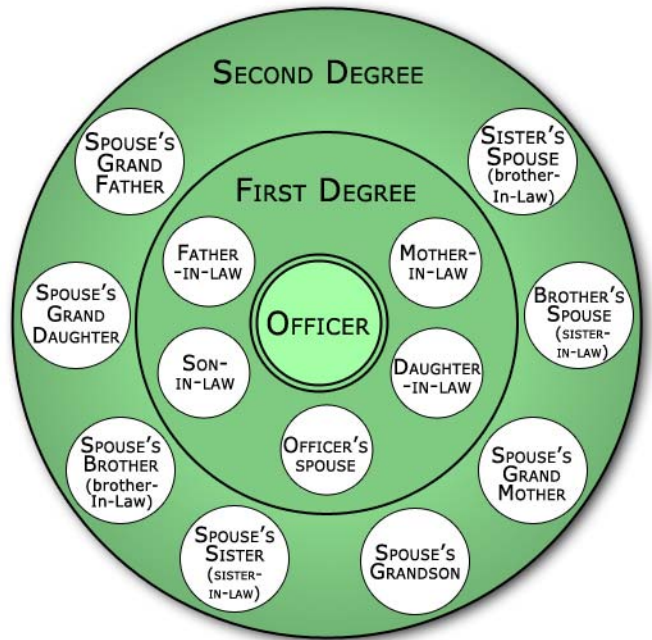
Date

NEPOTISM CHART

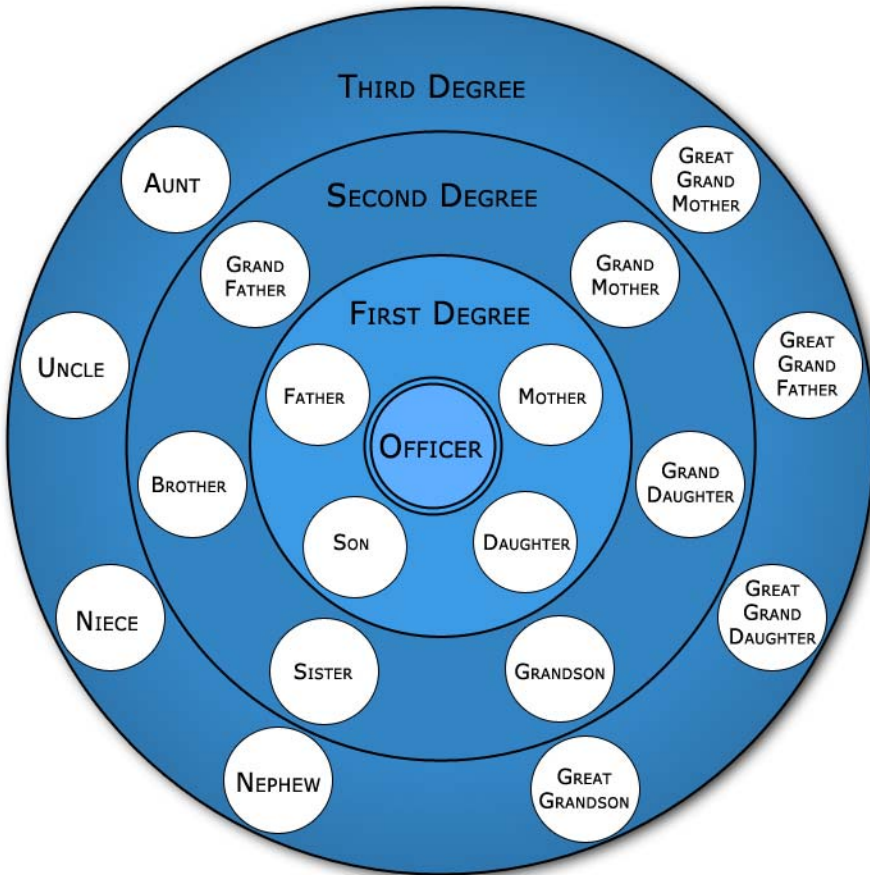
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

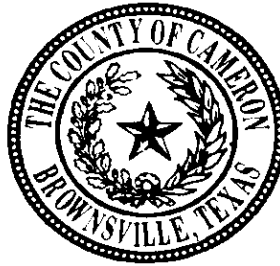
Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____



HOUSE BILL 89 VERIFICATION

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

- 1. Does not currently boycott the country of Israel; and
- 2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____ **Date:** _____

Pursuant to Section 2270.001, Texas Government Code:

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

THIS FORM MUST BE RETURNED WITH YOUR RFP

LEGAL AND GENERAL

In further description of this proposal, we desire to submit sheets marked as follows:

Proposing under the name of: _____

Federal Employee Identification Number _____

which is (Check one of the following):

() Corporation, incorporated under the laws of the State of: _____ *

() Partnership, consisting of (List Partners) _____

() Assumed Name (Register No.) _____

() Individual

AUTHORIZED SIGNATURE: _____

Printed or typed: _____

TITLE: _____

ADDRESS: _____

DATE: _____

TELEPHONE: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

The Contractor shall not assign this contract without the approval of the Cameron County Commissioners.

A detailed and certified financial statement shall be submitted by all corporations.

GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period of ninety (90) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.

2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
 - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased

equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If

there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

-WARRANTY ITEMS/PRODUCTS: Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement

or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A.: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.