



**THE COUNTY OF GALVESTON**

**RUFUS G. CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

**ERIN S. QUIROGA, MBA, CPPB**  
ASST. PURCHASING AGENT

October 31, 2024

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

**RE: RFP #B202004, Inmate Healthcare Medical Services**  
**Contract #CM20170**

Gentlemen,

The contract associated with RFP #B202004, Inmate Health Care Medical Services, was scheduled for its second extension on October 1, 2024. The contracted vendor for this service is Vitalcore Health Strategies, LLC.

A price increase regarding this contract was approved by the Commissioners' Court on the October 14, 2024 agenda, item #39.

It is requested that the contract extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**ERIN QUIROGA, MBA, CPPB**  
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Thursday, October 31, 2024

VITALCORE HEALTH STRATEGIES LLC  
719 SW VAN BUREN STREET SUITE 100  
TOPEKA, KS 66603

**RE: SOLICITATION NAME: Inmate Health Care Medical Services**  
**Contract # CM20170/ Bid # B202004**

Good day,

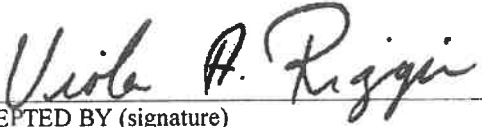
The resultant contract listed below is eligible for the second extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM20170
- Bid Number: B202004
- Solicitation Name: Inmate Health Care Medical Services
- (2<sup>nd</sup>) Extension Period: 10/01/2024 – 09/30/2025

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,  
Melissa Fleming  
Contract Administrator  
Galveston County

  
ACCEPTED BY (signature)

  
TITLE

DATE 10/31/2024



## County of Galveston

Date: 4/30/2024

To: Rufus Crowder  
Purchasing Agent

From: Henry Trochesset  
Sheriff

Re: CM20170/B202004- Inmate Health Care Medical Services

211133, Sheriff-corrections Division has reviewed B202004 - CM20170 - Inmate Health Care Medical Services, which will expire on 9/30/2024 and has requested to RENEW/EXTEND CONTRACT OR BID.

Decision approved electronically by **Henry Trochesset, Sheriff**

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

### 1. PROJECT OVERVIEW

#### A. Introduction

The County of Galveston (County) is requesting proposals for the provision of inmate health care services to include medical, mental health, and dental services, healthcare personnel, and program support services for the Galveston County Jail located at 5700 Avenue H, Galveston, Texas. These services are to be provided on a daily basis including, but not limited to state and federal holidays and during times of natural or man-made disasters including but not limited to hurricanes and in compliance with the Standards for Health Services in Jails (1995), promulgated by the National Commission on Correctional Health.

This Request for Proposal (RFP) is issued in accordance with the Texas Local Government Code 262.023. It is the process by which the County makes a selection of a provider of services. The award of the contract shall be made after negotiations on the basis of demonstrated competence and qualifications to perform the services called for herein at a fair and reasonable price. References to phrases such as "Request for Proposal" and "vendor", etc. shall be for convenience only and are not to be construed as an invitation to bid or a request for proposal under what is commonly known as the County Purchasing Act.

It is the intent of the County to award a health care contract for an initial term of three (3) years, beginning the date of award by the Galveston County Commissioners' Court. The County may extend the contract on a year-to-year basis for up to three (3) additional one-year periods.

#### B. Description of the Facility

The Galveston County Jail is a minimum, medium, and maximum security facility located at 5700 Avenue H in Galveston, Texas. It was opened in 2006. The projected average inmate population is 900 beds. The projected maximum population is 1,181 beds.

The medical unit consists of three (3) examination rooms in a clinical setting:

- One (1) dentist exam room with additional room for onsite dental x-rays and development of x-rays;
- Two (2) mental health offices;
- One (1) infection control office;
- There is a working pharmacy that maintains an up to date formulary. Medication pass is completed 3 times a day in all housing areas;
- There are several medical storage rooms for medical supplies, office supplies, and educational supplies;
- There are 91 medical beds that are made up of: 16 negative airflow rooms male and female and 16 full suicide rooms male and female;
- One (1) male ward that house 24 inmates who meet special needs -- (ADA requirements or mentally ill);

## **SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS**

- Two (2) isolation wards that are made up of female – 15 single cells and male– 20 single cells.
- This is a no movement jail which requires the medical staff to go into housing areas for triage, counseling, treatments, etc. Housing units each have a triage room or a multi-purpose room for patient confidentiality.

The contracted MD provides thirty-two (32) hours onsite evaluations and 24/7 on-call service, including state and federal holidays and during times of natural or man-made disasters. Contracted Dentist shall provide twenty-four (24) hours of dentistry onsite. The contracted Psychiatrist shall provide twenty-four (24) hours of mental health evaluations.

The service provider will be required to provide access to a mental health professional at the jail through a telemental health service 24 hours a day if on-site access is not available 24 hours a day.

**Service Provider to attach a detailed staffing plan for the A.M. shift, P.M. shift and weekends.**

<b>Position</b>	<b>Hours</b>	<b>FTE</b>
HSA	40	1
DON	40	1
RN Charge Nurses	168	4.2
AA	40	1
Medical Records x 2	80	2
Chronic Care Nurse	40	1
Physical Assessment RN	40	1
Infection Control LVN	40	1
Wound Care Nurse	40	1
MD	32	0.8
Psychiatrist	24	0.6
Dentist	24	0.6
Nurse Practitioner	40	1
Mental Health Professional	168	4.2
Mental Health RN	40	1
Dental Assistant	24	0.6
LVN/RN	588	14.7
Certified Medication Aide	208	5.2
<b>Totals</b>	<b>1676</b>	<b>41.9</b>

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

**C. Population Characteristics**

62% of the population is white, 38% black, Hispanic, and other counted in white percentile.

Approximately 1402 new inmates are booked into the jail monthly or 16,818 annually. The Current inmate population is 1070 (as of October 3, 2019) consisting of 892 males and 178 females.

**2. PROCUREMENT PROCESS**

**A. Proposal Submission**

One (1) unbound original and seven (7) exact duplicate copies of the proposal must be submitted no later than **2:00 PM** on **Thursday, February 20, 2020** to:

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston  
722 Moody Avenue (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550**

**B. Mandatory Pre-Proposal Conference**

A mandatory pre-proposal conference is scheduled for **Thursday, January 23, 2020** at **10:00 AM** in the Purchasing Conference Room, located on the Fifth (5<sup>th</sup>) Floor of the County Courthouse, 722 Moody Avenue (21<sup>st</sup> Street), Galveston, Texas, 77550.

**Attendance at this conference by all prospective service providers is mandatory. Firms not represented by physically attending and signing the provided attendance log will not be allowed to submit proposals.**

Service providers planning to attend should contact the Purchasing Agent's office at (409) 770-5373 or by fax (409) 621-7987. Please submit the name, Social Security numbers, and date of birth for all attendees so that security clearance can be provided for the planned site visit to take place afterwards.

Service providers are requested to submit questions in writing to Rufus G. Crowder, CPPO CPPB, County Purchasing Agent prior to the pre-proposal conference to facilitate prompt responses.

Service providers may also submit questions in writing following the site visit and up until **Thursday, January 30, 2020** at **5:00 PM**. All questions received and their responses will be mailed and/or e-mailed to all prospective service providers that have submitted valid e-mail addresses. No inquiries will be addressed by telephone.

**C. Schedule of Events**

The following is a schedule of events concerning the procurement process:

	<u>Date</u>
Advertise RFP (first date of publication)	Thursday, January 9, 2020
Advertise RFP (second date of publication)	Thursday January 16, 2020
Mandatory Pre-proposal Conference & Site Visit	Thursday, January 23, 2020 at 10:00 a.m.
Deadline for questions regarding this proposal	Thursday, January 30, 2020 by 5:00 p.m.
RFP Opening	Thursday, February 20, 2020 at 2:00 p.m.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- D. Oral Presentation  
Selected service providers who have submitted responsive proposals may be invited to make oral presentations. Service providers will be notified regarding dates and times of their presentations. Each presentation shall not exceed one hour which includes 20 minutes for questions and answers. Service providers are limited to four representatives. Service providers shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
- Due to the possibility of proprietary information, service providers will only be allowed to attend their own presentation. Changes to the proposal will not be permitted during the oral presentation.
- E. Initial Evaluation  
Proposals received will be disclosed to the Evaluation Committee only. Requests for Proposal documents will not be publicly shared until after the Commissioners' Court makes an award and the contract process has been completed. The possible need for negotiations or "Best and Final Offers" necessitates the need for privacy.
- F. Proposal Disclosures  
During the selection process, only the names of those who submitted proposals shall be made public information. No price or staffing information will be released. Service providers are requested to withhold all inquiries regarding their proposals or other submissions until after an award is made. No communication is to be had with any County employee, other than the County Purchasing Agent, regarding whether a service providers proposal was received. Violations of this provision may result in the rejection of a service provider's proposal.
- G. Modification of Proposals  
A service provider may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. All modifications must be signed by the service provider and be postmarked prior to the submission deadline.
- H. Acknowledgment of Addenda  
All service providers shall acknowledge receipt of any addenda to this request. Addenda shall be signed by the service providers and included with the service provider's proposal. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive.
- I. Signature of Proposals  
Each proposal shall give the complete mailing address of the service provider and be signed by an authorized representative by original signature with his/her name and legal title typed below the signature line. Each proposal shall include the service providers Federal Employer's Identification Number (FEIN).
- J. Withdrawal of Proposals  
A proposal may be withdrawn on written request of the service provider to the County Purchasing Agent prior to the closing date.
- K. Proposal Ideas and Concepts  
The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.
- L. Evaluation  
Each proposal will be evaluated and reviewed for demonstrated competence and qualifications by an Evaluation Committee appointed by the County. In making such evaluation, the team will be guided by the following point system that has 100 points as the maximum total:

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

- |   |                |
|---|----------------|
| • Prior Corporate or professional experience relating to onsite health care contracts | 0 to 20 points |
| • Technical proposal  | 0 to 20 points |
| • Recruitment & staffing plan   | 0 to 10 points |
| • References  | 0 to 10 points |
| • Quality improvement, utilization review, & risk management plan                     | 0 to 10 points |
| • Cost  | 0 to 30 points |

In computing points for each of the above criteria, the Evaluation Committee will take each area into consideration. Initially, proposals will be examined to determine if the minimum requirements for consideration are met. This review will pertain to such matters as understanding the nature of the project, responsiveness to conditions of the RFP, and technical presentation. Failure of the proposal to meet the basic requirements may disqualify it from further consideration.

The Evaluation Committee will evaluate the proposals. The service provider which best meets the criteria will be awarded the maximum number of points. The remaining service providers will be similarly evaluated and awarded the number of points achieved. When the Evaluation Committee has completed its review, it may then engage one or more finalists in a discussion to clarify their proposal and request a best and final offer. At the conclusion of this phase, the County Commissioners' Court will make its award of contract to the successful service provider. Any such award will be subject to the finalization of agreement following contract negotiations.

M. Best and Final Offer

The Best and Final Offer provision is an option available to the County. It allows acceptable service providers the opportunity to amend or change their original proposal. Service providers may be contacted in writing requesting that they submit their best and final offers. Any such best and final offer must include discussed and negotiated changes.

N. County's Right to Inspect Service Providers Contracts

The County reserves the right to inspect the service provider's contracts before making an award for the purpose of ascertaining whether the service provider has the necessary operational systems in place for performing this contract. The County may also consult with clients of the service provider during the evaluation of proposals. Such consultation is intended to assist the County in making a contract award which is most advantageous to the County.

O. Award/Rejection of all Proposals

An award will be made to the responsible service provider whose proposal is deemed the most advantageous to the County, taking into consideration all evaluation factors outlined in this document. In the alternative, the County reserves the right to reject all offers or to otherwise discontinue its efforts under this request for proposal at any time for any reason.

Any award made to any proposed service provider in open court by the Commissioners' Court acting on behalf of the County will vest no property rights or claims for damages should this Request for Proposal not be finalized. In addition, any Agreement executed by any proposed service provider shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge and fully executed by both parties.

Following the contract award, a register of proposals will be prepared and opened to the public after all discussions, negotiations and final awards have been made. Proposal documents such as financial information and trade secrets that are identified and justified by the service provider as confidential and



## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

agreed to by County as requiring confidentiality, if permitted by what is commonly known as the Texas Open Records Act, will remain confidential after the award.

P. Dispute After Award

Except as otherwise provided in this RFP, any question or fact arising regarding the award of this contract will be addressed in writing to the County Purchasing Agent. His decision will be final and conclusive. Service providers shall agree in the submission of their proposals not to protest awards nor contest this provision in any judicial suit.

Q. Vendor Expenses

Costs and expenses relating to the preparation of a proposal and its submission are to be borne solely by the service provider. The County shall not be responsible for any cost or expenses incurred by any potential service provider in the preparation or submission of this bid.

R. Format for Proposal

Each service provider must respond to each and every component outlined in the order shown in this RFP using the format prescribed for each component to be considered responsive. A proposal that fails to follow this format or that takes exceptions or is incomplete or conditional may be rejected. Proposals must be clear and concise. The determination to reject a proposal or all proposals shall be at the sole discretion of the County Purchasing Agent.

S. Proposed Agreement and Alternatives (Options) / Exceptions to Proposal Conditions

Attached to this RFP is the proposed Agreement to be entered into by and between the County and the service provider.

The service provider is to specify in its proposal any alternatives it wishes to propose for consideration by County. Each of these alternatives should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in service provider's price should also be stated in the price proposal. The name or title of the alternative should be described at the end of the "Scope of Service" section and briefly restated in the "Price" section of the proposal.

For example, if service providers desire to propose an alternative staffing plan or new service, e.g., transporting all inmates for medical care, they should address the staffing plan listed in the RFP, then suggest the alternative and explain the advantage to the County for accepting this alternative.

T. Indemnification

The agreement the service provider enters into with the County shall agree to assume all risk and responsibility for, and shall agree to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, which shall arise from or result directly or indirectly from the work or materials supplied under the Agreement.

U. Insurance

The service provider shall at its own expense be required to carry the following minimum insurance coverages:

- 1) General liability coverage of one (\$1) million combined single limit per occurrence and three (\$3) million per aggregate.
- 2) Professional liability of one (\$1) million per occurrence and three (\$3) million per aggregate.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- 3) Automobile liability insurance shall be written to cover any automobile used by service provider, its employees and independent contractors. Limits of liability for bodily injury and property damage shall be no less than two (\$2) million per occurrence as a combined single limit.
- 4) Independent Contractor: Service Provider is to require that each and every licensed independent contractor hired in connection with this contract maintain Professional Liability Insurance of \$1 million per occurrence and \$3 million per aggregate. It is service provider's responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice.
- 5) Worker's Compensation: Service provider will be required to supply the County with proof of Worker's Compensation insurance or independent contractor's exemption covering service provider while performing work for the County.
- 6) Insurance is to be placed with insurers having a Best rating of no less than A-. The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation. Service provider shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Service provider shall be required to maintain annual renewals for the term of this contract.
- 7) Service provider shall notify the County immediately upon any changes in the status of its insurance policies. All policies must waive any and all rights to subrogation against the County, its officials, employees and agents. Service provider shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.
- 8) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, service provider will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with service provider. Such coverage shall be in the amounts set forth in (a) (b) and (d) above.

Copies of all required current proof of insurance(s) will be maintained on-file onsite.

V. Sovereign Immunity

The County specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract.

W. Medical Utilization and Cost Reporting

The service provider will be required to provide to the County's authorized representative detailed medical utilization and cost information (dollar expenditures) broken down by type of expense such as staffing salaries, hospitalizations, pharmacy, supplies, mental health, lab, x-ray, dental, etc. All such information and any information related thereto shall not be confidential or proprietary (subject to all HIPAA guidelines).

X. Mergers and Acquisitions

A service provider shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted. Additionally, if subsequent to the award of any contract resulting from this Request for Proposal, the service provider shall merge or be acquired by another firm, the following documents must be submitted to the County:

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- 1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- 2) Service Provider Federal Identification Number (FEIN).

Y. Delays

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur.

Z. Accuracy of Data

Information and data provided throughout this RFP are believed to be reasonably accurate. Proposers are urged to request information at the proposal conference and tour such County facilities they feel would be useful to verify data.

AA. Subcontracting or Assignment

The contract awarded may not be subcontracted or assigned by the service provider, in whole or in part, without the written consent of the County. Such consent, if granted, shall not relieve the service provider of any of its responsibilities under the contract.

The County requires the service provider to enter written contracts with their subcontract providers. Refusals to pay subcontractors for contractual service will likely result in withholding of payment due the service provider until the issue is resolved.

BB. Monitoring Performance

The County shall have the unfettered right to monitor and audit the service provider's work in every respect. In this regard, the service provider shall provide its full cooperation, and insure the cooperation of its employees, agents and subcontractors. Further, the service provider shall make available for inspection or/and copying when requested, original: time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other data, records and accounts relating to the service provider's work and performance under the contract. In the event any such material is not held by the service provider in its original form, a true copy shall be provided.

CC. County's Representative

The County will appoint, by name, position, administrating agency or entity, a representative who shall be responsible for seeing to the implementation and continued performance of the provisions of the contract by the service provider in an organized and responsive manner.

**3. CORPORATE OR PROFESSIONAL EXPERIENCE**

Included in this section, the service provider shall provide a summary of their current and recent history of past performances related to onsite health care. Please address the following information for each item listed below:

A. Company Profile

- 1) Specify the date organized to provide health care services. Include a brief history of the organization, management structure, current services provided, target populations served, and any other relevant information pertinent to demonstrating the firm's capability.
- 2) Specify corporate experience in providing onsite health care. Include in your discussion:
  - number of employees employed by the corporation;

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- annualized dollars of payroll; and
  - number of years in business.
- 3) Describe current contracts and include the following information:
- Client name, address, and telephone number;
  - Date of original contract and expiration date;
  - Number of renewals (if applicable);
  - Type and size of facility; and
  - Dollar amount of contract.
- 4) Specify currently operated facilities that are accredited. Include the following information:
- Name of facility;
  - Accrediting agency (e.g., ACA, NCCCHC, JCAHO);
  - Include dates of accreditation and number of re-accreditations; and
  - Number of years accredited.
- 5) List all contracts lost, or not renewed (list contact person and telephone number), in the last three years. Please provide a narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.
- 6) Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the firm's ability to provide services proposed. Service provider shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of corrections health care and number of years partnership has been in existence.
- 7) Describe other current or anticipated contractual obligations that have been awarded which will coincide with the terms of this contract.
- 8) Describe experience with similar size County contracts and highlight evidence of achievements in this area.
- 9) Provide an organizational chart delineating corporate office organizational structure. Include a project organizational chart showing your proposed health service team.
- 10) Provide a listing of fines incurred under contracts in other jurisdictions for non-performance of duties in whole or in part, which exceed \$10,000 for the last three (3) years.
- 11) List all contracts on which service provider experienced a loss of funds due to fines, delays, damage, liquidated damages, and/or forfeiture of performance bonds in whole or in part.

The service provider is cautioned that it is the service providers sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the service providers proposal.

Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

The County of Galveston reserves the right to consider historic information and fact gained from the service provider's proposal, oral presentation, references or other objective data, in the evaluation process.

**B. Financial Statements**

Provide audited financial statements which have been audited by an independent Certified Public Accountant (CPA) or CPA firm for a two-year period. If the service provider is a wholly own subsidiary of another company or corporation, and does not possess audited financial statements, unaudited financial statements for the subsidiary for a two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement. Audited financial statements shall be submitted to the County annually during the term of this Contract.

Service provider shall provide the most recent Dun & Bradstreet ratings for the company, and for the parent corporation, if applicable.

**C. Litigation History and Experience**

- 1) Provide a list of all litigation the service provider has been or is currently involved in during the last three years. Including a narrative describing all cases that were settled and amounts of settlement.
- 2) Describe contracts and experience the service provider has had in operating under consent decrees.

**D. References**

- 1) Submit the names, business addresses, and telephone and fax numbers of at least five (5) individuals and/or organizations who can attest to the service provider's capability to carry out the requirements set forth in this offer.
- 2) Submit the names, business addresses, and telephone and fax numbers of at least five (5) of service provider's major suppliers who can speak to the financial capability of the corporation to carry out the requirements set forth in this offer. Accounting references can include hospitals, pharmacies, laboratories, medical suppliers, or other such contractors that the service provider is currently utilizing.

**E. Ethics in Public Contracting**

No service provider shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any County officer or employee.

Service provider shall be prohibited from utilizing the services of lobbyists, attorneys, political activists or consultants to secure this contract. Service providers found in violation of this provision may be disqualified.

#### 4. STATEMENT OF WORK

The service provider shall establish a program for the provision of comprehensive health care for the Galveston County Jail daily **including all holidays and during times of natural or man-made disasters**. Service provider shall develop site-specific policies, procedures, and protocols to meet constitutional and community standards and, as a minimum, meet current standards of the National Commission on Correctional Health Care (hereafter referred to as NCCHC), Texas Jail Commission and all State of Texas statutes regarding the provision of healthcare services in jails.

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

The Galveston County Jail currently has an electronic medical records system with CorEMR. All forms, evaluations, medical, mental health and dental treatments will be filed in the electronic medical record. All forms used in screenings, evaluation and treatment of the inmates will be approved by the County and or Jail Administration and contain, at a minimum, guidelines established by current NCCHC standards, ACA and Jail Standards.

Included below are features of the program. These features are not meant to indicate any limitations on the program, however, are intended to provide a description of some of the more salient components of the program.

A. Receiving Screening

Based on the year-end total of \*intakes for 2019, there was a daily average of forty-six (46) intakes per day. Each inmate receives an intake (receiving) screening. Completion of the forms; recording of vital signs; medical, mental health and dental history; and finger stick (If applicable). Completion of the Receiving screening may take from 30 minutes to 45 minutes per inmate based on the inmate's medical / mental health history and/or cooperation.

\*The daily average is based on a total of 16,818 intakes from October, 2018 through September, 2019, at 365 days in the Budget year 2019.

- 1) Upon entering the booking / holding area, an inmate will receive an initial evaluation with vitals taken, by qualified medical clinician, to determine eligibility to be booked into the Galveston County Jail. The inmate will then be called to the screening area.

Inmates who are unconscious, semiconscious, bleeding, mentally unstable, or otherwise in need of emergent or urgent healthcare needs will be referred immediately for care to a County approved facility and/or hospital for medical clearance to be admitted to the Galveston County Jail. Appropriate documentation of approval for admission to the jail will be scanned into the inmate's medical record.

- 2) A medical and mental health receiving will be completed on all by scheduled medical and/or mental health staff during the booking process. The Medical Receiving form and the Mental Health Receiving form will be update and/or changed by the Service Provider if applicable. Information will include at a minimum all pertinent information to meet and/or exceed Texas Jail Commission Standards, NCCHC Standards and all Texas statutes, if applicable.

Presently, Both the medical and mental health forms are updated and being utilized.

- 3) A consent for treatment will be obtained at intake as part of the screening process and is presently incorporated into the medical intake form.

A Refusal Form (to be developed by the service provider) will be completed by the clinician for a refusal by the inmate to complete any part of the MEDICAL screening process or at any other time during incarceration. A refusal to answer questions on the Mental Health Form will result in the clinician notifying the staff supervisor and placed on suicide watch until a form can be completed. A note of the reason why a form cannot be completed will be made in the EMR. (Electronic Medical Record). A new form will be completed when the inmate is able to answer the questions.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- 4) Immediate health needs are identified and addressed, including but not limited to, finger sticks for diabetics, blood pressure checks, etc. Potentially infectious inmates are isolated according to protocol.
- 5) A medical record will be established for each new inmate. Intake screening forms and other documents generated at intake will be electronically filed in the inmate medical record.
- 6) An explanation of procedures for accessing medical, mental health, (including initial screening) and dental services shall be provided to inmates orally and provided in handbooks given by other jail departments upon their arrival at the jail.
- 7) Medical staff will provide health classification for housing, work and lockdown as needed.
- 8) A PPD (TB skin test) shall be done on each inmate within seven (7) days of incarceration and read within three (3) days by a qualified staff nurse. Any inmate with a positive skin reaction or with symptoms of TB will be provided a chest x-ray.

The present policy is approved by the Texas Department of Health. Approval of TB policy must be submitted to the Texas Department of Health annually

B. Health Assessment

A health assessment must be completed by a RN, mid-level practitioner or physician on each inmate within fourteen (14) days of incarceration. Health assessments are not required to be completed for an inmate re-admitted to the jail within a twelve (12) month period and who has had a health assessment during the previous incarceration.

The health assessment must include as a minimum, the current standards outlined by NCCHC, including but not limited to:

- 1) review of the receiving screening
- 2) complete medical, mental health and dental history and complete physical
- 3) recording of vital signs, height, and weight; blood pressure; pulse; temperature
- 4) laboratory and/or diagnostic tests as clinically indicated
- 5) initiation of therapy, if applicable
- 6) a review of the results of the health assessment by a physician or midlevel provider; The provider must be licensed by the State of Texas.

C. Mental Health Evaluation – Post Mental Health screening.

All inmates will receive a mental health screening as part of the receiving screening process. All inmates having a positive screening will receive a mental health evaluation within fourteen (14) days of incarceration by mental health staff.

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

D. Annual Health Assessments

Service provider shall conduct a health assessment on inmates on their anniversary date of incarceration. A protocol or narrative outlining the extent of the health assessment shall be approved by the County and/or Jail Administration.

E. Nurse Triage / Sick Call

The Galveston County Jail is a no movement jail requiring all clinical encounters to be performed at the Inmate housing.

Nurse Sick Call consists of reviewing each Inmate Request (SO 07) for medical, dental or mental health services. An inmate completes a request for service and places it in the designated area on the Medication cart. The medication cart passes two times for day to all PODS. A deputy may also request services for an inmate by telephone.

When the inmate request is received in medical, it is dated and initialed, reviewed and appropriate action taken to resolve the problem. A task is created in the system detailing what the request states. A Clinician has twenty-four (24) hours to provide a face to face encounter. The request may be cancelled if it is a duplicate, the inmate is scheduled to see a provider, etc

Nurse sick calls are conducted seven (7) days a week including holidays, disasters, etc. When an inmate has been seen a minimum of two (2) times for the same problem, the inmate is then referred to the Provider Sick Call.

\* NCCHC Standards changed to a 24 hour time frame for Nurse sick call.

F. Provider Sick Call

Referrals shall be scheduled to primary care physician (or mid-level provider, if applicable) according to clinical priority. Non-urgent sick call requests shall be seen by a physician (or mid-level provider, if applicable) in a timely manner from the date of the original request. Inmates may be referred directly to the provider sick call from the intake screening, if applicable.

The service provider and Jail Administration shall agree on what is considered an acceptable a timely manner for any particular time frame.

G. Segregation Unit

Medical staff monitors segregated inmates' medical and mental health needs. Medical segregation rounds are conducted 3 times per week. Full vitals are taken at least once per month. Mental Health staff conducts segregation rounds once a week.

Medical staff must complete an initial Assessment on each inmate in Segregation. All rounds must be completed and documented on the Segregation Form. Segregation round information is not in the Electronic Medical Record presently. Upon leaving Segregation, the form will be completed with the date of removal and scanned into the electronic medical record.

H. Patient Referrals

Referrals shall be scheduled to primary care physicians (or mid-level provider, if applicable) according to clinical priority. Non-urgent sick call requests shall be seen by a physician (or mid-level provider, if applicable) in a timely manner after having been seen at Nurse Sick call a minimum of two (2) times for the same complaint and has not seen a physician (or mid-level provider if applicable). If indicated, an inmate may be referred directly from the intake/screening process.



**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

I. Hospital Care

The service provider shall obtain routine outpatient/inpatient services from hospitals to meet the health care requirement of the inmate. When outside hospitalization is required, the service provider shall coordinate with the jail staff in arranging transportation and correctional officer coverage.

The service provider is responsible for negotiating preferred provider rates with hospitals, pre-approvals, case management, utilization review, discharge planning, payment and processing of all hospital and practitioner invoices. The service provider is expected to make recommendations to enhance cost containment efforts.

For all cases, including those which exceed \$100,000 the service provider shall:

- 1) Have an established Utilization Review Program to determine the appropriateness of all charges associated with each catastrophic case, and to coordinate and work with all offsite inpatient or outpatient services by medical providers and/or hospital facilities. Catastrophic case shall be defined as any case expected to incur expenses in excess of \$15,000.
- 2) Pay the health care provider the total amount of the charges that the Utilization Review Program deems appropriate.

If an inmate has personal health care insurance, the service provider shall coordinate the reimbursement of the medical expense with the County's authorized representative to coordinate reimbursement from the appropriate insurance company and/or health care organization. Should third party reimbursement be achieved, such funds will accrue 25% to the service provider and/or County's authorized representative recovering the funds and 75% to the County.

J. Specialty Care and Referrals

Service provider shall make referral arrangements with specialists when appropriate for non-emergency care for the treatment of those inmates with health care problems which may extend beyond the primary care services provided onsite. The service provider shall pay all costs of such care by specialists and other service providers. All outside referrals shall be coordinated with the County's authorized representative and with the County for security arrangements.

Whenever feasible, the service provider shall operate onsite specialty clinics at the jail. The service provider shall identify in their staffing plan specialty clinics to be conducted onsite as justified by the clinical workload.

Service provider shall obtain and retain copies of all diagnoses, treatments, treatment plans and other information related to inmate health care services. Information will be retained in the inmate medical record.

The service provider shall be responsible for all medically necessary supplies used or ordered by the specialist.

All specialists must be Board Certified or eligible in their respective specialty and licensed in the state of Texas. Any utilization review process developed by the service provider for approval of outside consultations or inpatient care shall be completed within five (5) working days of the request.

Service provider shall insure all discharge papers and follow-up instructions from outside services and referrals are secured and filed in the inmate's medical record in order to maintain continuity of care.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- K. Chronic Care Patients  
Service provider shall develop and implement a program for the care of chronic care inmates who have a chronic disease. The chronic care provided shall entail the development of an individual treatment plan as medically necessary. Chronic care patients shall be provided a review initially with a physician (or mid-level provider, if applicable) with follow up as indicated by initial treatment plan.
- L. Emergency Care  
The service provider shall provide emergency medical services onsite 24 hours per day seven days per week including holidays and during periods of natural or man-made disasters. Arrangements must be made for required emergency services beyond onsite capabilities with appropriate community resources. The service provider shall be responsible for arranging all emergency transportation. The service provider will be responsible for providing emergency treatment to correctional staff and employees of the County who become ill or injured while on the jail premises. Treatment will consist of stabilization and referral to a personal physician or local hospital.
- M. Dental Care  
The service provider must provide dental services onsite. Dental treatment will be based on patient needs. Service provider will provide dental care in a timely manner and work with Jail Administration to maintain a reasonable inmate waiting period.
- N. Ancillary Services  
The service provider shall utilize onsite facility ancillary services to their fullest extent and shall be responsible for the cost of all onsite and off-site laboratory, x-ray, and other diagnostic services as medically necessary.
- A physician shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all STAT reports.
- X-rays shall be taken by a Texas registered technician and read by a Board Certified or eligible radiologist. The service provider shall ensure that results are reported to the institution within twenty-four hours.
- A copy of the contract with ancillary services should be on file and onsite at the Jail. In addition, each subcontractor shall provide credentials applicable to the service they provide such as current licenses, certifications and proof of insurance as to hold the service provider and the County of Galveston harmless in the event of wrongdoing by the subcontractor or its affiliates.
- O. Therapeutic Diet Program  
Service Provider will monitor and make recommendations for inmates with regard to therapeutic diets. Regular and therapeutic diets shall be evaluated for nutritional adequacy by a registered or licensed dietitian at least every six months. Food services for the County are "contracted out" at this time.
- P. Pharmacy Services (Separate Proposal)
- 1) The service provider shall provide pharmaceutical services for prescription and non-prescription medications and all intravenous solutions ordered by the service provider's physicians, mid-level practitioners, and dentists.
  - 2) The service provider shall make provisions for onsite delivery five days per week, onsite stat dose capability for emergencies, and an emergency drug kit. Service provider shall provide, furnish, and supply pharmaceuticals and drugs to the Institution using a "unit dose method of packaging" which is properly labeled.

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

The service provider must maintain “stock” of commonly used prescription drugs and over-the-counter (OTC) medications. The service provider shall maintain a starter dose of medications which if not readily available could compromise the inmate's health status.

- 3) The service provider shall provide routine consultations regarding all phases of the institution's pharmacy operation. The service provider shall provide oversight of the pharmacy operation with a minimum of quarterly consultant visits and written reviews by a registered pharmacist.
- 4) The service provider shall develop a formulary and conduct quarterly pharmacy and therapeutic committee meetings.
- 5) The service provider shall include a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.

The procurement of pharmaceuticals may be awarded in a separate contract and may or may not be included in the award for comprehensive medical services.

The pharmacist who conducts onsite pharmacy inventories will have current certification and licenses as required by the Texas State Board of Pharmacy on file onsite. If the Pharmacist is not an employee, then a copy of his/her contract should be on file and onsite at the Jail. In addition, the service provider shall maintain a copy of its subcontracted pharmaceutical company's contract, all licenses, certifications and proof of insurance on file onsite as to hold the service provider and the County of Galveston harmless in the event of wrongdoing by the subcontractor or its affiliates.

Q. Mental Health (Separate Proposal)

Mental health services will consist of psychiatrist(s)/mid-level provider, psychologists, and mental health staff. The delivery of mental health services will be provided in accordance with NCCHC standards. Mental health services will be provided for all inmates and will be delivered onsite at the jail.

Psychiatrists/midlevel provider and psychologists will provide 24-hour on-call services for inmates experiencing crisis, psychosis or an emotional/cognitive disorder.

The scope of services provided to the inmate population will include:

- 1) Screening and orientation of all new arrivals by mental health staff
- 2) Crisis intervention and referral and/or commitment for inmates who require more intense care than available at the institution;
- 3) Individual treatment plans, regularly updated, for inmates requiring ongoing monitoring and/or care;
- 4) Psychiatric evaluation of inmates exhibiting unusual or bizarre behavior;
- 5) Monitoring of all inmates receiving psychotropic medication, including appropriate laboratory studies;
- 6) Development of policies and procedures for distribution of psychotropic medication to maximize potential for safety and compliance;
- 7) Development of suicide prevention procedures to be followed by all health care staff;

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- 8) AIMS assessment for tardive dyskinesia to be accomplished as necessary;
- 9) Ongoing training of other institutional staff on relevant mental health topics;
- 10) Thorough documentation of service delivery in the health record;
- 11) Documentation of mental health assessments/evaluations, records, etc. as required by Texas Commission on Jail Standards. Such documents will be maintained in inmate medical record.
- 12) Maintenance of logs, reports, and service delivery; and
- 13) Participation in administrative meetings and Quality Improvement Program.

The service provider will be a participating member of the Jail's response team that participates in post trauma incident debriefings and counseling services for both service provider and security staff.

The procurement of mental health services may be awarded in a separate contract and may or may not be included in the award for comprehensive medical services.

R. Health Education of Inmates

Service provider shall develop and describe an inmate health education program which includes both formal and information sessions, pamphlets, videos, etc.

S. Transfer of Medical Information

All inmate transfers to the Texas Department of Criminal Justice (TDCJ) shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation, and current medications.

Service provider shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred outside of the Jail.

T. Medical Records

Service provider shall use the Galveston County Jail designated electronic medical records system. The cost to communicate with the existing jail systems will be mutually agreed upon by the service provider and the County of Galveston.

Records shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under its care. Medical records will be considered confidential as defined under the Health Insurance Portability and Accountability Act (HIPAA). Service provider shall ensure specific compliance with standards regarding confidentiality, informed consent, and medical-legal access/ disclosure. Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations.

The service provider shall comply with the State's statute regarding retention of health records. All medical records are the property of the County of Galveston and will remain with the County at expiration or termination of the contract.

An electronic version of all medical records/claims information will be provided to the County in an electronic format to be determined. This information shall be provided to document historical medical claims history and for providing the County more complete medical claims data for future jail inmate analyses.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

U. Infectious Waste Disposal

Service providers shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. Service provider is responsible for the cost of removal and disposal, including all necessary supplies. Jail inmates will not clean up, handle, collect and/or dispose of any medical, hazardous, contaminated or infectious waste.

V. Supplies and Equipment

The service provider is responsible for the cost of all office and medical supplies and equipment needed to provide health care. All supplies and equipment purchased for use in the County Jail will be transferred, at no additional cost, to the County at the termination of this agreement.

Service provider will, at their expense, provide repairs, calibrate and otherwise maintain in good working condition, any service provider owned medical equipment used in the medical department. Service provider will replace any broken or damaged equipment in a timely manner so as to insure there is no loss in provision of medical services to the Jail inmates.

Service provider shall be responsible for procuring and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. Supplies will be maintained, minimally, at such levels that will accommodate anticipated normal usage for a period of fourteen days. All remaining supplies shall be converted to County inventory at the termination of the contract.

W. County Corrections Staff Services

Services to correctional staff shall include a pre-employment physical examination, which includes a TB test. The pre-employment physical shall include a drug screen urinalysis. For purposes of this RFP, service provider should estimate fifty pre-employment physicals annually. Annual TB tests shall be provided as well as staff education regarding universal blood-borne precautions (in accordance with OSHA regulations).

Galveston County Sheriff Office Staff Services

Services to Sheriff Office staff shall include a drug screen urinalysis /alcohol screening test for reasonable suspicion, post-accident, eligible employees' rehabilitation program, and 10 random selections of employees on a monthly basis. The service agent will be responsible for : (1) collecting breath and urine specimens; (2) preserving the integrity of the collection and transfer process; (3) analyzing the specimens for the presence of alcohol or drugs; and (4) random selection of employees to be tested.

X. Institutional Responsibilities

The County will provide the service provider with office space, examination rooms, utilities, and basic phone and internet services, except for long-distance phone services (which will be credit card or billed by the service provider) to enable the service provider to perform its obligations and duties under the contract. Service provider shall be responsible for special line charges relating to facsimile equipment supplied by the County.

The County shall provide security staff for off-site supervision and transportation of inmates for medical services. The County shall provide housekeeping and cleaning supplies, laundry, and culinary services.

Y. Disaster Plan

Service provider shall develop procedures for a disaster plan in the event of a man-made or natural disaster. The plan shall be coordinated with the County's security plan and incorporated into the County's overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all healthcare staff.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

**5. PROGRAM SUPPORT SERVICES**

In addition to providing onsite, off-site and personnel services, the service provider shall also be expected to provide professional management services to support the medical program. These additional program support services are as follows:

- A. Continuous Quality Improvement Committee  
The service provider shall institute a continuous quality improvement (CQI) committee that will monitor the health services provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan and communication of results.
- B. Medical Audit Committee  
The program shall also include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.
- C. Infection Control  
An infection control program shall be implemented by the service provider, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws NCCHC standards and Jail standards. The program shall be in compliance with CDC guidelines and OSHA regulations.
- D. Inmate Grievances/Complaints  
The service provider shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The service provider shall maintain monthly statistics of all grievances filed at the jail, i.e., those with and without merit. All grievance procedures shall be in accordance with the County's regulations. The County reserves the right to review any inmate complaint and review the service provider actions. The service provider must implement the County's recommendations in disputed cases. Service provider must respond to all grievance/complaints within fifteen (15) days of receipt of such grievance/complaint.
- E. Policy and Procedures  
The service provider shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The County reserves the right to approve policies and procedures of the service provider. The policies and procedures shall be designed to meet NCCHC, ACA standards and Jail standards. The policies and procedures shall be site specific.
- F. Utilization Review  
The service provider shall establish a utilization review program for the review, analysis and cost of inmate health care services including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.
- G. Strategic Planning and Consultation  
The service provider shall indicate its capability for strategic operational planning and medical and administrative consultation.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

- H. Credentialing  
The service provider shall specify its credentialing procedures for professional staff employed at the jail. Proof of current license, certifications, registrations and other required position credentials applicable training, etc., shall be maintained onsite.
- I. Risk Management and Mortality Review  
The service provider shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The service provider shall be responsible for establishing and providing evidence of a formal mortality review process. The County risk manager or designee shall be included in any mortality review.
- J. Pharmacy and Therapeutics  
The service provider shall implement with the County's authorized representative a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropics and identifying prescribing patterns of practitioners. Information concerning pharmaceutical costs to include the name of each drug dispensed, the dosage prescribed, quantity, cost and applicable NDC number, name of prescribing physician and date of service will be provided to the County's authorized representative.
- K. Safety and Sanitation Inspections  
The service provider shall coordinate monthly safety and sanitation inspections of the medical unit. Institution food service will provide the Health Service Administrator with a copy of the Galveston County Health District Inspection Report.
- L. Administrative Meetings and Reports  
The service provider shall coordinate with institutional corrections administrator to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.  
  
The service provider shall conduct and maintain minutes of health staff meetings conducted on a monthly basis.  
  
The service provider shall prepare and participate at the service provider's sole cost in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The service provider shall develop and implement plans to address/correct identified deficiencies.
- M. Statistical Data  
The service provider shall be required to keep statistical data and medical cost information related to the inmate health care program which shall include utilization of service statistics and other areas that the service provider and County agree would be useful to evaluate the costs of the current health care program and anticipate future costs. The service provider shall prepare statistical reports on a monthly basis. The service provider shall provide a narrative monthly report delineating the status of the health care program which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics, detailed cost information and reporting, and narrative summary delineating accomplishments of the vendor shall also be provided on an annual basis. The County may reasonably determine the format for gathering and reporting utilization, data and cost information.
- N. Required Utilization Data and Cost Information to be Provided  
The following will be provided by the service provider on a monthly, quarterly, or annual basis to the County's authorized representative and/or contract administrator. The timing for providing the requested information will be agreed upon by the service provider, County and /or County's authorized representative and/or contract administrator.

**SPECIAL PROVISIONS**  
**INMATE HEALTH CARE MEDICAL SERVICES**  
**GALVESTON COUNTY, TEXAS**

1. Provide actual monthly costs (dollar expenses) of services provided by type of expense (i.e. staffing salaries, hospitalization, pharmacy, supplies, mental health, lab, x-ray, dental, etc.)
2. Provide the formulary in use at the Galveston County Jail:  
  
Provide monthly formulary management report to include the detailed utilization and cost for all medications including the number and type of medications dispensed, dosage and cost per pill; information to include detailed utilization and cost information for the type of medications dispenses, dosage and cost per pill for all psychotropic medications.
3. The actual annual medical health care service costs data broken down into the following categories:
  - (a) Utilization data for the total cost of any offsite care to include the type of the services provided, number of cases and expense per case.
  - (b) Utilization data for the total costs of laboratory tests, x-rays, dental, physical therapy, or mental health services provided, the number and type of tests/services provided and the cost per test/service.
  - (c) Utilization data for the total costs associated with emergency medical services and transportation (ambulance).
  - (d) Utilization data for the total costs of hospital and physician services associated with inpatient hospital stays per patient per confinement.
  - (e) Utilization data for the total costs associated with referring inmates for outpatient care per type of service.
  - (f) Utilization data for the total costs per case and the number of inmate cases per year for which Galveston County has paid for health care expenses in excess of \$100,000.00.
  - (g) Utilization data for the total costs per case and the number of inmate cases per year for which the service provider has paid for health care expenses in excess of \$15,000.00. Include the total amount paid for each inmate that reached \$15,000.00.
  - (h) Utilization data for the total program costs paid by the service provider for health care services, using the \$100,000.00 cap out for offsite medical services, if any; include the type of services provided, number of cases and the total expense per case.
  - (i) Utilization data for the total program costs for health care services, above the \$100,000.00 for offsite medical services that Galveston County paid, if any; include the type of services provided, number of cases and the total expense per case.
  - (j) Provide utilization information that indicates how many times an individual inmate was seen (that is one time, two times, three times, or twenty-four times, etc.) by medical staff at the Jail (excluding the dispensing of medications).
  - (k) Provide the total costs associated with infectious waste disposal.
  - (l) Provide the total per year of the grievances, formal complaints and/or lawsuits filed, details



## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

of the cases and if the case has reached resolution or is ongoing. If a case has reached resolution, provide details as to the result.

- (m) Provide utilization data for the total costs of treating onsite any of the Galveston County Correctional Staff that were injured on duty and where treated by the onsite medical staff. Include the number of cases treated, type of injury reported and the number of cases that were referred for offsite medical services for treatment and the total expense per case.
- (n) Provide utilization data for the total costs associated with pre-employment physicals to the Galveston County Correctional Staff including TB testing and drug screen urinalysis.

O. Cost Containment Program

The service provider shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the service provider plans to control costs, areas in which cost savings will be achieved and evidence of the success of such a program at other onsite health care clients.

P. Accreditation

All medical services shall be provided according to medically accepted standards of care. The service provider is required to have National Commission on Correctional Health Care (NCCHC) accreditation. The service provider shall be responsible for the payment of all accreditation fees. Said accreditation is to remain in full effect during the term of the agreement and any extensions thereof. Failure to obtain and/or maintain such accreditation shall be grounds for termination of the contract.

### 6. PERSONNEL SERVICES

A. Recruitment and Credentialing Program

The service provider shall recruit, interview and hire only those candidates who are currently licensed or certified in the State of Texas. All licensed physicians will be board certified in their respected specialty. Each candidate shall be interviewed by the service provider with a special focus on technical expertise, emotional stability, and motivation. The facility administrator for the jail or his/her designee(s) shall have the option of being involved in the interviewing process for the medical doctor. The service provider shall make the final selection of all employees or subcontractors, including the medical doctor.

An onsite visit to the Jail will be made by all screened candidates prior to employment.

Employment of staff and subcontractors shall be made by the service provider. The County reserves the right to prohibit any of the service provider's employees and/or independent contractors or subcontractors from performing services with regard to this contract.

All personnel shall be required to pass a background investigation conducted by the County for employment. Additionally, all personnel performing onsite services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, Jail standards, NCCHC standards, and policies and procedures of the County and the Institution.

The service provider's medical director shall have admission privileges at a local hospital (s) for admitting, monitoring, and discharging committed persons.

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

Personnel files of all subcontractors and contract employees shall be on file at the jail. The files shall be made available to the facility administrator or designee. These files shall include copies of current Texas licenses, proof of professional certification, DEA numbers, DPS Registration, malpractice insurance certificates, evaluations and position responsibilities.

The service provider shall specify if and how they intend to integrate current contracted employees, if applicable, and subcontractors into their program.

The service provider shall submit the names, resumes, or letters of intent for its potential Medical Doctor. The service provider shall provide the names of corporate or regional management personnel assigned to this contract.

The service provider shall notify the County's Facility Administrator prior to discharging, removing, or failing to renew contracts of professional staff.

The service provider is prohibited from entering into covenants Not To Compete or Non -Competition Clauses with either employees or independent contractors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent contractor or employee from competing, directly or indirectly, in any way with the service provider. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the service provider" shall mean the entering into or attempting to enter into any similar business with that carried on by the service provider with any individual, partnership, corporation, or association that was or is the same or related business as the service provider.

**B. On-call responsibility**

The Health Service Administrator, Medical Physician, Mental Health Physician, Mid-Level Provider will provide on call services 24 hours per day. Other designated staff may be placed on the On call list as applicable.

**C. Employee Training and Orientation**

The service provider shall describe in detail its orientation program for its staff. The service provider shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices onsite at the Institution. Orientation regarding other institutional operations will be the responsibility of the Institution and the County. The service provider shall establish and maintain a medical library onsite at the jail to include renewals and updates for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting. Upon termination of the contract, all medical materials will remain with the County.

The service provider shall provide appropriate monthly in-service education programs for its staff. Selected topics which require staff training will be identified on an ongoing basis throughout the service providers continuous Quality Improvement Program.

**D. Staffing and Schedules**

All hours shall be spent onsite at the Institution, except as is other expressly agreed to by the Jail Administration and the service provider. Institution staffing work schedules may be modified for holidays upon the parties' mutual agreement and written consent.

Service provider shall submit any changes in normal staffing schedules for holidays to Jail Administration. Jail Administration will approve and/or disapprove any staffing levels prior to implementation of any changes.

## SPECIAL PROVISIONS INMATE HEALTH CARE MEDICAL SERVICES GALVESTON COUNTY, TEXAS

All full-time contractual staff shall be onsite for at least 40 hours per week. A 40-hour, onsite week shall consist of a 40-hour work schedule and an additional one-half hour meal period for each shift which is not included in the work schedule.

All contractual staff (both employees and independent contractors) shall be issued a keyless entry card. An electronic record is generated each time the keyless entry card is used. The service provider shall use an automated time clock system or other method which is subject to the approval of the County for the purpose of accounting for clinical time for employees, subcontractors and/or professional staff. **The service provider shall provide staffing analysis.**

E. Absences and Employee Benefits

The service provider shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) were computed into their staffing ratio. Clinical Activities shall be maintained daily including holidays.

The service provider shall provide a synopsis of their employee benefit program specifically relating the health insurance, holidays, vacation, retirement, disability, educational, and other benefits. The service provider shall specify the deductible for health insurance, time period for enrollment and amount paid by an employee for family coverage.

The service provider shall provide an hourly salary, which includes benefits, for each position listed in its staffing plan.

F. Credit to County

The service provider shall use its best efforts to keep employee absentee or vacancy at an absolute minimum.

The service provider shall issue a credit consisting of 150% of the hourly salary and fringe benefits for hours of each position not covered or vacant for an accumulated period of thirty (30) days or more per annum. Adjustments will be made on a quarterly basis. The service provider shall agree that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions (e.g., clerical, medical, dental, psychiatry, psychology, nursing, midlevel practitioners, etc.) and that agency staff shall not be used to fill more than 10% of the positions, as approved by Jail Administration.

Service provider will maintain a record of each employee who leaves employment with the service provider. The record will include Employee's name, Title, position, number of hours normally worked and date of departure. Record may be reviewed by County staff and/or Contract Monitor at any time.

G. Affirmative Action

During the performance of this contract the service provider agrees as follows:

The service provider or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The service provider will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

The service provider or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

**SPECIAL PROVISIONS  
INMATE HEALTH CARE MEDICAL SERVICES  
GALVESTON COUNTY, TEXAS**

H. Security

The service provider and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the employee being denied access to the Institution. In this event, the service provider shall provide alternate personnel to supply services, described herein, subject to the County's approval.

The County shall provide security for the service provider's employees and agents consistent with security provided to other County employees.

**7. CONTRACT TRANSITION**

The service provider must demonstrate how it would make the transition from the current service delivery system into contract medical care. The transition plan should address an orderly and efficient start-up. The service provider should emphasize their past experience in implementing similar contracts and successes in this area.

A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handled and transferred:

- A. Recruitment of current and new staff including physicians
- B. Subcontractors and specialists
- C. Hospital services
- D. Pharmaceutical, laboratory, radiology, and medical supplies
- E. Identification and assuming current medical care cases
- F. Equipment and inventory
- G. Medical record management
- H. Orientation of new staff

The service provider should provide detailed plans for the transition from the County run system to the service provider's system. This plan shall include both timetables for completion and a list of personnel assigned to supervise and monitor the transition.

**8. COST PROPOSAL**

- A. Service providers shall submit their prices according to the following format. Failure to submit all information requested will result in the service provider's proposal being considered non-responsive. Service providers are required to guarantee prices for a minimum of ninety (90) days in order that an award can be made and a contract executed. Service providers will be paid on a monthly basis **after** services have been delivered.
- B. Service provider should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region.

**SPECIAL PROVISIONS  
 INMATE HEALTH CARE MEDICAL SERVICES  
 GALVESTON COUNTY, TEXAS**

**Rate A.** Service provider may propose a \$100,000 catastrophic limit for off-site medical care per inmate per year. Service provider should consider it would be financially responsible for all medically related costs associated with the care of an inmate in the Jail.

**Rate B.** Service provider may propose no off-site catastrophic limits.

**Rate C.** Service provider may propose alternate pricing recommendations.

**C. Price Proposal Sheets**

- 1) Salary information. Please list the following information for each category of health provider in your staffing plan, i.e., RN, LVN, physician, dentist, etc.

Health Provider	Hourly Salary	Hourly Salary with Benefits	Annual Salary with Benefits

- 2) Subcontracted Professional Personnel. Please provide the following information for each specialist providing onsite specialty clinics in your proposal, e.g. surgeon, etc.

Specialty Physician                      Budgeted Hourly Rate

- 3) Equipment. Please list any equipment you plan to purchase for this contract.

Description                                      Estimated Cost

- 4) Provide a separate line item cost for pharmaceutical services.  
 5) Provide a separate line item for pre-employment physical exams.  
 6) Provide alternate pricing due to program or staffing changes.  
 7) Provide a separate line item for mental health services.

**9. AGREEMENT**

Attached to this RFP as Exhibit A is a copy of the current agreement the County has with the current service provider. Suggested modifications to this Agreement, if any, must be made at the time of submittal of the proposal and must specify the advantages to the County for agreeing to the modification.

*End of Special Provisions*