

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and ARMOR HEALTH OF FORT BEND COUNTY, LLC (hereinafter "Armor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Armor provide Inmate Medical Services (hereinafter "Services") at the Fort Bend County Jail pursuant to RFP 22-066; and

WHEREAS, Armor represents that it is qualified and desires to perform such services

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

- A. Armor shall render Services that meet or exceed the requirements of Fort Bend County RFP 22-066, which is incorporated by reference. Services shall be provided to individuals in the care, custody and control of the Sheriff who have been physically booked into the Fort Bend County Jail for housing therein, such individuals being hereinafter referred to in this Agreement as "Inmate" or "Inmates."
- B. For purposes for this Agreement the following have been designated as Contract Administrators:

Fort Bend County	Captain T. Chesser or (alternately Major J. Webb)
Armor	Manuel Fernandez

- C. Representatives of ARMOR and the Sheriff/Designated Representative(s) shall meet at a mutually agreed location no less thirty (30) calendar days prior to October 1, 2022, to review ARMOR's staffing plan and equipment to ensure compliance with this Agreement.
- D. Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Corrections and various municipalities. Armor shall promptly notify County's Contract Administrator of the need for other than routine care for such inmates

and shall provide documentation of required treatment to the Department of Corrections or the applicable municipality, as requested. Armor shall submit all related bills to the Contract Administrator to ensure reimbursement to the County of all outside medical expenses and cost of pharmaceuticals incurred on behalf of such inmates. All such reimbursements shall be returned to the County General Fund.

- E. Armor will examine and provide medical clearance for all inmate workers, as requested by the Jail Commander. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required to be cleared.

## **Section 2. Personnel**

- A. Armor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Armor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All persons (whether ARMOR employees or ARMOR contractors) providing services under this Agreement shall submit to a background investigation as detailed in RFP 22-066.
- B. All employees of Armor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Armor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, be immediately removed from association with the project.
- C. Armor shall recruit, interview, hire, train and administratively supervise all medical, technical and support personnel as necessary for providing health care services to inmates at the Facility, as described in and as required under this Agreement. The chart attached as Exhibit B includes the agreed upon staffing plan necessary and required by County to provide health care services required by the Facility for an Average Daily Population of 800.
- D. All ARMOR employees and contractors will wear Identification badges at all times in a visible manner. ARMOR shall return all identification badges and/or visitor passes immediately after an employee, contractor, or any agent or representative of ARMOR's resignation, removal, termination, or re-assignment.
- E. All personnel provided or made available by ARMOR to provide services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by all applicable law.

## **Section 3. Medical Records and Reports**

- A. Armor shall maintain complete and accurate electronic medical records (hereinafter "EMR") for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area. For purposes of this Agreement, an EMR is a real-time transaction processing database of medical information. Records will be kept in a

professional and legally compliant manner consistent with the accepted practices of the professional medical community. These records shall be kept separate from the jail confinement records of the inmate. Records retention, expunction, and destruction will be coordinated with the county in accordance to all records retention laws.

- B. Armor shall utilize the EMR software chosen by the Sheriff, which is currently, CorEMR. The cost to integrate Armor's system with CorEMR and any applicable usage fees are the sole responsibility of Armor. Armor shall manage the system effective the date of this Agreement and shall ensure that the most updated software for system is installed, also at Armor's sole cost.
- C. Armor acknowledges compliance with and understanding of all applicable HIPAA and state law medical privacy requirements. Armor shall develop and implement policies, standards and procedure to protect the confidentiality and security of all records and ensure that all employees are trained to adhere to security requirements. The retention of all records shall comply with applicable State and Federal laws and it is the responsibility of Armor to ensure compliance. Any cost or penalty incurred by County for a violation of HIPAA shall be reimbursed by Armor.
- D. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Armor shall make all records accessible to the Sheriff, Jail Commander, Contract Administrator, District Attorney, or County Attorney; such disclosure being authorized by 45 C.F.R. §164.512(k)(5) including but not limited to: the administration and maintenance of the safety, security, and good order of the Fort Bend County Jail.
- E. Armor shall prepare health summaries to be sent with inmates transferred to the Texas Department of Corrections. Armor will ensure that inmates and health summaries are appropriately prepared for transfer within 24 hours of receiving the list of inmates being transferred, or as necessary.
- F. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Contract Administrator shall be immediately notified.
- G. Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association. Inactive files shall be prepared for imaging by Armor. This shall include removing duplicate documentation and staples and placing all paperwork in chronological order. The County Sheriff's Office will be responsible for the imaging of inactive files. Inactive files will be defined as files on persons who have not been in custody in the County Detention Facility during the past twelve (12) months.
- H. Fort Bend County shall be the absolute and unqualified owner of all inmate medical records. Armor shall ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses. In the event of subpoenas, Armor shall be the custodian of records created in the performance of services.

#### **Section 4. Compensation and Payment**

- A. In consideration for the services provided or arranged by Armor pursuant to Section 5 of this Agreement, the County agrees to pay Armor a management fee in accordance with Exhibit C attached and incorporated as part of this Agreement.
- B. County shall also reimburse Armor for its actual costs and expenses associated with providing services in accordance with the operational budget shown in Exhibit C and subject to Section 5. Should Armor's actual annual costs and expenses exceed the amounts set forth in Exhibit C, the County shall reimburse Armor for those actual costs and expenses with no additional fee or cost added and subject to the County's right to audit. Armor shall provide notice to the County as soon as reasonably practical when such costs and expenses are reasonably anticipated to, or are known to, have exceeded the amount set forth in the annual budget.
- C. Exhibit C is predicated upon an average monthly population of 800 or less. If the population increases above an average of 900 inmates over a six-month period of time, both Parties agree to meet and negotiate service level and staffing requirements and if appropriate, adjustments to such requirements and the budget will be made. The budgeted amounts set forth in Exhibit "C" are intended to be utilized for purposes of the quarterly expense reconciliation and are not intended to limit the amount of compensation/reimbursement to ARMOR or to commit County to an actual amount unless the amount is actually expended. Armor shall invoice the County for the monthly base rate on the first day of the month in advance of the month in which services are to be furnished, e.g., July 1 for services to be furnished in August. County agrees to remit payment by the fifteenth day of the month in which services are actually provided, e.g., by August 15.
- D. ARMOR and the County agree that, on a quarterly basis, a reconciliation will be completed comparing actual expenses incurred to the Monthly Budget by Cost Category per Exhibit C, ARMOR and the County further agree that quarterly reconciliation meetings will occur no later than thirty (30) days following the close of each quarter. The quarterly review will include both a review of estimated and/or actual expenses for the quarter just ending, and a financial review of actual paid expenses for the preceding quarter. Any differences between the actual paid expenses and the Monthly Budget for the Salaries and Benefits, All Other Costs, and Pharmacy Cost Categories will result in an adjustment to payment, either as an additional amount due ARMOR at the next billing cycle or as a credit due the County at the quarterly reconciliation.
- E. At the end of each year of service, Armor will allow an independent audit firm selected and paid for solely by County to audit Armor's books and records (in whatever form kept) to verify the utilization of agreed-upon procedures to medical billings. Armor shall maintain such records in accordance with recognized accounting practices. This audit right will survive for the one (1) year period following expiration or termination of this or any renewal agreement. Prompt adjustments shall be made by Armor to compensate for any errors or omissions disclosed by such review or examination.

## **Section 5. Limit of Appropriation**

- A. Armor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$7,247,223.00 for the first year and an anticipated \$7,526,240.68 for the second service year specifically allocated to fully discharge any and all liabilities County may incur. Armor further understands and agrees that as a requirement of Texas State law, that each service year and any additional costs not stated herein must be certified by the County Auditor before the obligation is binding on County.
- B. It is expressly understood and agreed that County currently has available the total maximum sum of the total maximum sum of \$7,247,223.00 for the first year and an anticipated \$7,526,240.68 for the second service year for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations and additional funds that may be necessary, pursuant to Section 4 above are not appropriated then Armor shall have the right to terminate this Agreement upon thirty (30) days notice.
- C. Armor does further understand and agree (said understanding and agreement also being of the absolute essence of this Agreement) that the total maximum compensation that Armor may become entitled to and the total maximum sum that County may become liable to pay to Armor shall not under any conditions, circumstances, or interpretations thereof exceed \$7,247,223.00 for the first year and \$7,526,240.68 for the second service year.
- D. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak, or any other catastrophic event or an event caused by the action or inaction of the County or Sheriff or their employees, agents, or contractors, which results in medical care of the inmates, Armor shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County.

## **Section 6. Term**

This Agreement is effective as of October 1, 2022 and shall terminate September 30, 2024 (24 months) unless sooner terminated in accordance with this Agreement. Fort Bend County

may request to renew this Agreement at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term.

### **Section 7. Termination**

- A. Termination for Convenience: Either party may terminate this Agreement at any time upon one hundred twenty (120) days written notice issued by either party.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Armor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined by County that for any reason whatsoever that Armor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6A above.
- C. Upon termination of this Agreement, County shall compensate Armor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Armor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Armor.

### **Section 8. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 9. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Armor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Armor shall promptly furnish all such data and material to County on request. Upon request, County shall furnish any and all materials requested by Armor to defend any lawsuit that stems from this agreement, unless the materials are confidential by law and/or unless the lawsuit is by or against Armor and the County.

## **Section 10. Inspection of Books and Records**

Armor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Armor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 11. Insurance**

- A. Prior to commencement of the Services, Armor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Armor shall provide certified copies of insurance endorsements and/or policies if requested by County. Armor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Armor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. The Commercial General Liability Additional Insured endorsement including on-going and

completed operations coverage will be submitted with the Certificates of Insurance. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

4. Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
  5. Professional Liability (Medical Malpractice) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Armor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
  - C. If required coverage is written on a claims-made basis, Armor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
  - D. Armor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
  - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
  - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Armor.

## **Section 12. Indemnity**

**ARMOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ARMOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ARMOR OR ANY OF ARMOR'S AGENTS, SERVANTS OR EMPLOYEES, EXCEPT THAT NEITHER ARMOR NOR ANY OF ITS SUBCONTRACTORS SHALL BE LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY OR RESULTING FROM THE NEGLIGENT ACT, ERROR, OR OMISSIONS OF COUNTY, OR THEIR OFFICERS, AGENTS, AND EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.**

## **Section 13. Confidential and Proprietary Information**

- A. Armor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Armor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Armor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Armor) publicly known or is contained in a publicly available document; (b) is rightfully in Armor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Armor who can be shown to have had no access to the Confidential Information.
- B. Armor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Armor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Armor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Armor shall advise County immediately in the event Armor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Armor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Armor against any such person. Armor agrees that, except as directed by County, Armor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any

person, and that upon termination of this Agreement or at County's request, Armor will promptly turn over to County all documents, papers, and other matter in Armor's possession which embody Confidential Information.

- C. Armor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Armor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Armor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Armor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

#### **Section 14. Independent Contractor**

- A. In the performance of work or services hereunder, Armor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Armor or, where permitted, of its subcontractor
- B. Armor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Section 15. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: Purchasing Agent  
301 Jackson, Ste. 201  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: Sheriff  
1840 Richmond Pkwy  
Richmond, TX 77469

Provider: ARMOR HEALTH OF FORT BEND COUNTY, LLC  
4960 SW 72ND AVENUE, SUITE 40  
MIAMI, FL 33155

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 16. Compliance with Laws**

Armor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Armor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 17. Performance Warranty**

- A. Armor warrants to County that Armor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston

metropolitan area and Armor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

- B. Armor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in RFP 22-066.

**Section 18. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Armor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 20. Successors and Assigns**

County and Armor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 21. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Armor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 24. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 25. Conflict**

In the event there is a conflict, the following have priority with regard to the conflict:

First	This document titled AGREEMENT FOR INMATE MEDICAL SERVICES PURSUANT TO RFP 22-066
Second	Fort Bend County RFP 22-066
Third	Exhibit C: Pricing
Fourth	Exhibit B: Staffing and last Exhibit
Fifth	Exhibit A: Armor Proposal

**Section 26. Certain State Law Requirements for Contracts**

For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Armor hereby verifies that Armor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Armor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Armor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Armor does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, ARMOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

**Section 27. Entire Agreement**

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2022.

FORT BEND COUNTY

\_\_\_\_\_  
KP George County Judge


ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

  
Sheriff Eric Fagan

ARMOR HEALTH OF  
FORT BEND COUNTY, LLC

DocuSigned by:  
  
Authorized Agent- Signature  
F44FDB63E36C487...  
Manuel Fernandez

\_\_\_\_\_  
Authorized Agent- Printed Name

COO

\_\_\_\_\_  
Title

8/16/2022

\_\_\_\_\_  
Date

Exhibit A: Armor Proposal  
Exhibit B: Staffing Matrix  
Exhibit C: Pricing

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

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Robert Ed Sturdivant, County Auditor

i:\agreements\2022 agreements\sheriff's office\armour\armor contract ft. bend draft 8.16.22 agreed final vers.docx

Exhibit A:  
Armor Proposal



# RAISING THE STANDARD OF CARE



Proposal for

Copy

## Fort Bend County, TX RFP 22-066 for Inmate Medical Services

**Submitted by:**

Armor Health of Fort Bend County, LLC  
4960 SW 72nd Avenue Suite, 400  
Miami, FL 33155

**Submitted to:**

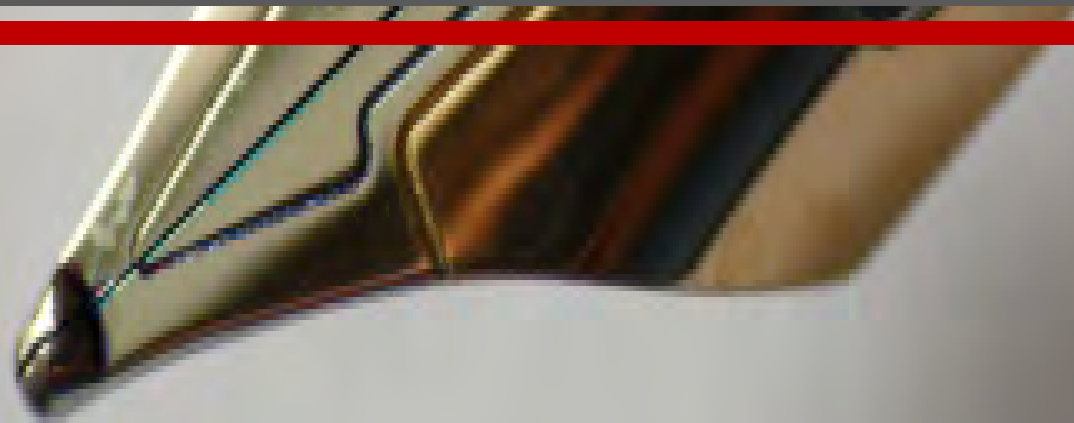
Ms. Cheryl Krejci, CPPB  
Assistant County Purchasing Agent  
Fort Bend County, Texas  
301 Jackson, Suite 201  
Richmond, Texas 77469

**RFP-22-066**

Deadline: April 19, 2022  
by 2:00 P.M. CT



# Transmittal Letter



April 19, 2022

Ms. Cheryl Krejci, CPPB  
Assistant County Purchasing Agent  
Fort Bend County, Texas  
301 Jackson, Suite 201  
Richmond, Texas 77469

**Re: Request for Proposal 22-066 for Inmate Medical Services**

Dear Ms. Frank and Fort Bend County Evaluation Committee,

Armor Health of Fort Bend County, LLC (Armor) recognizes that the Fort Bend Sheriff's Office (FBSO) is both an innovator and leader in the State of Texas. Therefore, we are especially pleased to present our proposal to the FBSO in response to the Request for Proposal (RFP) for the provision of medical services for inmates housed at the Fort Bend Detention Facility (FBDF). We are excited to share with you our successful history of providing evidence-based, correctional healthcare services while demonstrating our seamless and fully integrated approach to delivering service. We welcome the opportunity to partner with the FBSO for the delivery of quality medical services for the inmates at the FBDF consistent with all applicable federal State and local laws and the Specifications, Standards, and Requirements as established by the American Medical Association (AMA), the National Commission on Correctional Health Care (NCCCHC), American Correctional Association (ACA), The Texas Commission on Jail Standards (TCJS), and the Prison Rape Elimination Act (PREA) relating to health services in correctional institutions in the State of Texas.

As a company founded by physicians, our culture is rooted in clinical outcomes and best in class interventions. During our 18 years in business we have **cared for more than 1.2 million patients nationwide**, in correctional systems that range in average daily populations from 200 to 12,000. Our largest start-ups since our inception have averaged more than 3,900 inmates. Armor will provide FBSO with distinct and unique advantages that differentiates us from other correctional healthcare vendors in all aspects of our on-site Inmate Health Services program.

**Throughout our proposal you will see Armor has developed critical strategies specific to our program for Fort Bend County and the FBSO including:**

- ▲ **Sense of Urgency to prevent catastrophic outcomes** - We have offered a data driven program that identifies risk and stratifies the patient population to deliver a sense of urgency to prevent catastrophic outcomes for the patients we serve at FBDF – all while improving the quality of care they receive every day and flattening the curve of exponential increases in offsite costs. As you will note in our staffing

justification narrative provided in **Tab 3**, we have leveraged the design of the FTE matrix and shift schedule for to ensure the right level of clinician is in place to assure issues are immediately addressed and resolved at the lowest level to improve clinical outcomes.

- ▲ **Transparency thru Data and information at your fingertips.** Our Data is your data. Through real-time information dashboards we will provide you a level of transparency into clinical operations that other vendors are not able to provide. We look forward to working transparently with FBSO leadership and staff, as well as, with the new auditing firm Whitley & Pinn in performing to the contract standards you expect of your healthcare provider.
- ▲ **Win the clinical talent war** - We have included in our proposal salary rates by position and invested efforts to define these rates to acquire and retain the best talent who are also missioned to serve the underserved in a correctional environment. Armor also proposes additional Registered Nurse hours, providing coverage for expanded history and physical exams of those patients identified through the intake process as being at risk for decompensation of their health status. Providing seven day per week availability for completion of comprehensive physical exams and urgent referrals for mental health services and support is a critical component of Armor's health stratification and management process. We employ strategies to attract and retain the best and brightest to win the clinical talent war, including:
  - + Sign on/Retention Bonuses
  - + COVID 19 - Bonuses
  - + Student Loan Repayment Program for all Armor Nurses
  - + 401k Enhancements
  - + Local Market Based Clinical Hourly Rate Assessments to remain competitive with hospitals surrounding the FBDF.
  - + ERI (Employee Research Institute) Market Rate Evaluations
- ▲ **Discharge Planning** –We believe being a great community partner and developing strong local partnerships is key to delivering quality care and improving health both in and outside the walls of the FBDF. Discharge Planning when done right begins at intake and our program is structured for our staff to focus on the continuum of care throughout incarceration and with a goal of warm handoffs to FBDF community partners to impact recidivism.

- ▲ **Medical/Psychiatry** - sharing of expert correctional physician and psychiatry staff to support our dedicated FBSO providers by filling in for vacations/last minute vacancies
- ▲ **Recidivism** – potential to leverage synergies with FBSO to reduce recidivism utilizing our Insights Analytics tools and Recidivism Dashboard data to target specific community partners where they are needed most in Fort Bend County. .
- ▲ **Health Services and Utilization Management** - Since 2004, Armor has maintained excellent core UM processes, leveraging our healthcare industry background and expertise which has enhanced our ability to partner with multiple specialty providers, vendors, and hospital systems

In early 2019, Armor entered a new era of healthcare delivery. Concurrent with corporate reorganization, we restructured clinical pathways in order to optimize positive results at intake and provide the best care and outcomes for inmates through our proactive **Integrated Healthcare Delivery Model**, described in greater detail in our [Executive Summary](#).

After reviewing the RFP and documentation provided as well as attending the onsite pre-bid meeting, we are dedicated to providing services reflecting the following creative approaches and proven solutions which we believe the FBSO should expect from a health care partner and represent the concepts highlighted throughout our proposal. Armor's approach to delivering the best in class health care services includes:

- + **Enhancing Quality of Care.** We place quality of care as our top priority. Our employees have a clear and consistent directive to "**continuously raise the standard of care.**" In fact, through early, effective evaluation and stratification of all patients, we focus clinical resources on the right patient at the right time resulting in a **reduction in offsite emergency room visits, inpatient hospitalization, and offsite specialty services.** Reducing staffing levels and quality of care will not lower costs; it will simply shift care and higher costs to the future. Armor's value-based population health model of care delivers superior outcomes at lower costs now and in the long term.
- + **Armor's 2<sup>nd</sup> Opinion Telehealth Tablet.** Armor includes in our offering for Fort Bend Detention Facility a tablet based telehealth program for enlisting a 2<sup>nd</sup> Opinion consult for non-emergent offsite utilization decisions when a higher level of care is potentially needed.
- + **Clinical Strategies and Solutions.** To serve the best interest of our clients and better manage patient outcomes, Armor has developed clinical strategies and solutions that center on early identification of conditions and diseases. Our internally developed innovative, proprietary algorithms and data analytics provide Armor with unique insights that allow us to risk score each inmate at intake and use

those scores to place inmates in a risk stratified group which more closely monitors the appropriate level of care. **Our Integrated Healthcare Delivery Model is unique and distinct from traditional “reactive” models utilized by other correctional healthcare vendors** (please see our *Executive Summary* for additional details).

- + **Value Added Tools, Armor’s Insights Analytics** – As mentioned above, with our proprietary tools we have the capability to prioritize care, track trends, measure outcomes, manage patient populations and allocate resources to provide quality patient care. Our risk scoring and predictive modeling allows us to stratify patients to provide the right care at the right time. Armor believes in complete transparency with our partners and will provide FBSO access to our performance dashboards to see real time statistics and performance metrics to foster communications and continuous improvement. We especially look forward to working with the Sheriff’s Office using our proprietary **Recidivism Reduction Analytics and dashboards** to reduce recidivism throughout Fort Bend County. **These tools are provided at no cost to our partners and is valued at over \$1 million dollars.** Please see our *Executive Summary* for more information on *Armor’s Insights Analytics*.
- + **Behavioral Health Collaboration.** As highlighted above, Armor’s integrated behavioral health team for the FBDF includes Discharge Planning roles who will be responsible for coordinating external patient healthcare services and other community resources to positively impact recidivism and outcomes pertaining to mental health and substance abuse. Led by Armor’s Dr. David McGriff, Sr. Advisor and Director of Community Engagement, Partnerships and Reentry, our NCCHC award winning discharge program integrates release planning into our patient care model throughout the course of incarceration.
- + **Accreditation Expertise:** Armor’s healthcare operated facilities have been awarded initial or re-accreditation whenever sought. Armor’s clinical programs are developed and staffed to reflect our client’s unique needs and priorities and designed to meet or exceed the National Commission for Correctional Health Care (NCCHC), American Correctional Association (ACA), or other industry standards. Our hands-on corporate approach is one of the reasons why we have never failed an accreditation and why we have earned national accreditation awards such as **Program of the Year** and **Facility of the Year**. We have also received several local state awards for our clinical operations, demonstrating Armor’s exceptional reputation for providing quality healthcare to local jails.
- + **COVID-19 Program.** Armor has implemented proactive processes and procedures in response to the Covid-19 pandemic at each of our contracted facilities. **We are incredibly proud of our COVID-19 response plan for which we recently received a “Best Practices” grade at the Farmville Detention Center in Virginia.** Unlike many correctional facilities that experienced significant outbreaks of the

illness in both the inmate and staff populations, our collaborative management and screening minimized illness within our sites, reduced risk to patients and staff, and provided a model for others to emulate. Our system is based on real-time change data that allows our teams of clinicians to adapt protocols, working with our security partners, to identify, protect and prevent positive case spread thru a facility.

**We have also added the corrections industry's first and only Chief Infection Prevention Officer, Dr. Raj Palraj of the Mayo Clinic to our team.** Dr. Palraj applies his unrivaled knowledge to further improve the above standard strategies currently deployed to protect our patients from COVID-19 while also establishing programs that will fortify Armor's approach to avert future pandemics and infections our population of patients are especially susceptible to contracting and spreading. ***Our confidential and proprietary COVID-19 plan is available for review upon request.***

- + **Transition Accomplishments.** Armor has managed expedited transitions at similar sized facilities, in some cases as quickly as 14 days. We have established comprehensive health services at several completely new local detention facilities where our client relied on us, from the beginning, including but not limited to formulating equipment, initial staffing, and opening plans. We have extensive experience with coordinating the timely start-up of new medical clinics and infirmaries and the implementation of new systems to support additional onsite capacity. Armor also has trusted business relationships with multiple contracted entities and is adept at quickly mobilizing community providers to ensure that health programs are fully operational on the contract start date. ***Please see Appendix A for our sample 30-day Transition Plan.***
- + **Competency Restoration programming.** While we understand a Jail Based Competency Restoration program is not included in this RFP, we have provided information relating to Armor's experience and leadership to provide a program if legislative changes in Texas or the FBSO decides support a program during the course of the contract resulting from this RFP.
- + **Access to Leadership.** Armor's leadership is both hands-on and on-site. Following contract award, our transition team will meet with the FBSO, interview personnel, finalize contracts with community providers, and institute policies and procedures. Administration at the FBDF will become familiar with our leadership team, including our Regional Vice President, Ewa Podlacha, as well as our Chief Operations Officer, Manny Fernandez, Chief Medical Officer, Dr. Jimmy Fernandez, Chief Nursing Officer, Angela Goehring, Regional Behavioral Health Director Dr. Ashley Phelps, Chief Pharmacy Officer, Dr. Roberto Pichardo, Chief Information Officer, Jose Cosculluela, and Executive Vice President of Health Services, Mariloly Muller. After

the transition, our leadership team will be regular visitors to monitor contract compliance, training, and quality control.

Additionally, as Armor’s Chief Executive Officer, I will make periodic visits to ensure that you are satisfied with our services. You will be able to contact me and other members of our leadership team directly via our cell phones since we are on-call 24/7 for our clients. Communication is paramount for Armor.

Armor’s philosophy is simple. We do what is right for our patients. We don’t manage the claim, we manage the outcome. **We are laser-focused on improving patient outcomes** and as a byproduct cost will fall in line.

We thank you for your consideration and look forward to discussing in greater detail how Armor can best serve the Fort Bend Sheriff’s Office.

Sincerely,



Otto Campo  
Chief Executive Officer

*The following people will be Armor’s primary contacts during the various phases of this procurement / contract process.*

Phase	Contact	Mobile Number	Email
Proposal / Procurement	Denise Rupp Senior Director, Business Development	(561) 225-3260	drupp@armorhealthcare.com
	Glenn Hamlett Vice President, Business Development and	(786) 770-1611	glenn.hamlett@armorhealthcare.com
	Kelsey Gadway, National Director of Partnership Development	(817) 228-2090	kgadway@armorhealthcare.com
Contracting	Manny Fernandez Chief Operating Officer	(786) 210-2560	mfernandez@ armorhealthcare.com
	Otto Campo Chief Executive Officer	(305) 299-8876	ocampo@ armorhealthcare.com
Operations	Angela Goehring Chief Nursing Officer	(954) 540-4230	agoehring@ armorhealthcare.com

Phase	Contact	Mobile Number	Email
	Kim Crowell Regional Vice President (primary account representative)	(786).510-3462	kimberly.crowel@armorhealthcare.com

***Our clients say it best*** as reflected in the following quotes from their letters of reference.

*“Our relationship with [Armor] has given us confidence that inmate health issues will be taken care of, creating a safer environment for everyone. The professionalism and attention to detail demonstrated by the Armor team gives me confidence that we are not exposed to unnecessary liability in the area of health care.”*

***Chief Tommy York, Jail Commander CJM  
 Clarke County Sheriff’s Office, GA***

*“I look for three things - integrity, quality, and reputation. I need to know that the company that’s working for us has integrity; I need to know that the product is of quality; and I need to know that you stand by your product. Armor delivers on all counts.”*

***Jeffrey D. Crawford, Director  
 ICA-Farmville Detention Center, VA***

*“Armor focused on a smooth transition in order to maintain continuity and employment of key staff. The company did a great job.”*

***Mark Simpson  
 St. Johns County Sheriff’s Office***



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# Executive Summary





Tab 1. Price





**TAB 1 – PRICE** (RFP Page 30)

Armor is laser focused in offering pricing that will maximize efficiencies to deliver quality medical and mental health services on-site, identify success metrics that are measurable to drive sustainable cost savings, and controlling costs thru negotiated rates with local community hospitals in the Fort Bend County area.

We have provided the ‘preferred staffing matrix budget, as well as an alternate budget proposed matrix option for your consideration. The alternate proposed staffing matrix is based on the data provided, our tour of the facilities and the provided Health Services Statistics reports. With the significant increase in FTE’s we wanted to also provide an alternate that we believe is sufficient to provide quality care to patients.

The budgets for both FY 2023 and 2024 have been provided for both options.

We believe our Budget Proposal offers a fair and transparent price based upon Armor’s expertise and industry knowledge, experience in providing healthcare services, relationship with local medical care facilities, and management capabilities. We have also provided below a written summary of the methodology used to calculate our pricing.

**Finally, Armor welcomes the opportunity to have an open discussion about our proposed Budgets and staffing plans. We are transparent in our costing and are open to negotiate a cost proposal and staffing plan that is a perfect fit for Adams County.**

The following budget price proposal details the major costs necessary to provide and manage medical health care services for Fort Bend County, Tx that are detailed in the budget spreadsheets included in our proposal. The table below displays two pricing options. The first “Fort Bend Preferred Staff,” is the budget for the preferred staffing matrix provided in the RFP and in answers to questions. The second “Armor Proposed Staffing,” is the budget for the staffing matrix Armor has proposed as an alternate option for your consideration.

	Fort Bend Preferred Staff	Armor Proposed Alternate Option
Personnel Costs	\$5,318,187	\$4,411,015
Offsite Costs	\$525,420	\$525,420
Pharmacy Cost	\$631,640	\$631,640
Onsite Services	\$49,095	\$49,095
Medical Supplies	\$54,020	\$54,020
Malpractice Insurance	\$140,600	\$140,600
General & Administrative	\$65,581	\$65,581
Management Fee	\$1,153,372	\$1,057,927
<b>Total</b>	<b>\$7,937,915</b>	<b>\$6,935,297</b>



The pricing above is based on an ADP of 800 patients.

### 1. Personnel Costs

Armor is aware of the competitive nature of the clinical nursing market. Armor is a firm believe that our rates must not only meet the local hospital rates but they must exceed them by 5-10% in order to attract top talent and retain that talent long term. Armor has partnered with an outside firm, the Economic Research Institute (ERI), to ensure we are pricing in competitive rates for Fort Bend County. We have priced in rates ranging from the 75<sup>th</sup>% to the 90<sup>th</sup>% depending on the position and the supply of licensed clinicians in Fort Bend County. Lastly, Armor has also taken into account the rates provided throughout the RFP. The table below shows the total FTEs we are proposing for both options:

#### Fort Bend Preferred Matrix:

Position	FTE
Health Services Administrator	1.00
Adm. Assistant	1.00
Medical Director	0.25
NP	1.40
DON	1.00
RN	4.20
LVN	14.00
LVN (Transport nurse)	1.00
LVN Pharmacy Manager	1.00
CMA	2.30
Medical Records Clerk	1.00
Dentist	1.00
Dental Assistant	1.00
MHP	6.20
Psych Tech	12.60
Mental Health Coordinator	1.00
Discharge Planner	2.00
Psychiatrist	0.50
<b>Total</b>	<b>52.45</b>



Armor Proposed Alternate Option Matrix:

Position	FTE
Health Services Administrator	1.00
Adm. Assistant/UM	1.00
DON/Educator	0.00
Medical Director	0.40
ARNP/PA	1.40
Medical Records Clerk	1.00
RN Charge/Infirmery	4.20
RN Intake	4.20
RN H&Ps/Expanded H&Ps/Sick Call	2.10
LVN (transfer nurse)	1.00
LVN Med Adm/Detox	12.60
Dentist	0.25
Dental Asst.	0.25
Mental Health Director	1.00
Psychiatrist	0.40
Psych ARNP	0.40
Discharge Planner	1.40
Mental Health Professional	5.00
<b>Total</b>	<b>37.60</b>

The following table includes the breakdown of the price for personnel costs for each budget option:

Personnel Costs	FT Bend Preferred Staff	Armor Proposed Staffing
Compensation	\$4,135,310	\$3,425,448
Backfill for Vacation, Sick Leave, Personal Leave, Holidays, Training, and Orientation	\$428,346	\$346,636
Payroll Taxes and Employee Benefits	\$754,531	\$638,930
<b>Total</b>	<b>\$5,318,187</b>	<b>\$4,411,015</b>



**Compensation** – Compensation is comprised of base salary dollars (hourly rates or annual salaries), shift differentials, and on-call. We believe our salary targets will enable us to retain and hire qualified health care professionals.

**Backfill for Vacation, Sick Leave, Personal Leave, Holidays, Training, and Orientation** – Armor’s philosophy of quality and continuity of patient care promotes position coverage for vacation, sick leave, personal leave, holidays, training, and orientation as patient care must continue during these times.

**Payroll Taxes and Employee Benefits** – Payroll taxes include Federal and State taxes, which are costs included with the appropriate rates and limits considered. Health insurance, dental insurance, life insurance, short-term disability, 401K, accidental death, and worker’s compensation are the other employee related costs impacted by number and type of employee enrollees.

Lastly, below is a table showing the salary ranges Armor has priced in for each position:

Position	Base Rate Ranges	
	Low	High
Health Services Administrator	\$54.15	\$59.85
Adm. Assistant	\$20.90	\$23.10
Medical Director	\$137.75	\$152.25
NP	\$62.70	\$69.30
DON	\$47.50	\$52.50
RN	\$43.61	\$48.20
LVN	\$32.30	\$35.70
LVN (Transport nurse)	\$32.30	\$35.70
LVN Pharmacy Manager	\$32.30	\$35.70
CMA	\$17.58	\$19.43
Medical Records Clerk	\$21.85	\$24.15
Dentist	\$115.90	\$128.10
Dental Assistant	\$22.80	\$25.20
MHP	\$35.15	\$38.85
Psych Tech	\$21.85	\$24.15
Mental Health Coordinator	\$35.15	\$38.85
Discharge Planner	\$33.25	\$36.75
Psychiatrist	\$152.00	\$168.00



---

## 2. Offsite Services

Armor has budgeted based on the current trend based off the data provided throughout the RFP process.

## 3. Pharmaceutical Services

Armor has budgeted based on the current trend based off the data provided throughout the RFP process.

## 4. Onsite Services

Armor priced the Onsite Services by mirroring the actual expenses we incurred our last twelve months servicing other facilities in the state of Texas

## 5. Medical and Dental Supplies

Armor priced the Onsite Services by mirroring the actual expenses we incurred our last twelve months servicing other facilities in the state of Texas

## 6. Malpractice Insurance

Based on public information, our malpractice rates are amongst the lowest in the industry, suggesting Armor is recognized as a lower risk for medical malpractice than other correctional health care companies. We believe this is a distinguishing factor directly related to the high quality of care we provide. Armor has included the portion of our overall premium allocated to the Fort Bend Contract.

## 7. General Administrative Expenses

The following items comprise the major Operational/Administrative Expenses.

- |                          |                          |
|--------------------------|--------------------------|
| + Office Supplies        | + Licenses and Permits   |
| + Printing               | + Pagers and Cell Phones |
| + Payroll Processing Fee | + Postage                |
| + Waste Removal          | + Computer Supplies      |
| + Minor Equipment Lease  | + EMR                    |

***Please find Armor's Price Proposal Sheets on the following pages.***



**Armor Proposed Staffing Matrix Budget**

	10/1/2023	11/1/2023	12/1/2023	1/1/2024	2/1/2024	3/1/2024	4/1/2024	5/1/2024	6/1/2024	7/1/2024	8/1/2024	9/1/2024	Total
Total Salaries	326,914	326,914	326,914	326,914	326,914	326,914	326,914	326,914	326,914	326,914	326,914	326,914	3,922,968
Total Payroll Taxes	27,282	27,282	27,282	27,282	27,282	27,282	27,282	27,282	27,282	27,282	27,282	27,282	327,380
Total Benefits	28,092	28,092	28,092	28,092	28,092	28,092	28,092	28,092	28,092	28,092	28,092	28,092	337,107
<b>Total Personell Costs</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>382,288</b>	<b>4,587,455</b>
Pharmaceuticals													
HIV	32,815	31,756	32,815	32,815	29,639	32,815	31,756	32,815	31,756	32,815	32,815	31,756	386,366
Psychotropics	4,672	4,521	4,672	4,672	4,220	4,672	4,521	4,672	4,521	4,672	4,672	4,521	55,005
Prescriptions	12,083	11,693	12,083	12,083	10,914	12,083	11,693	12,083	11,693	12,083	12,083	11,693	142,268
Other	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	66,950
<b>Total Pharmacy</b>	<b>55,148</b>	<b>53,549</b>	<b>55,148</b>	<b>55,148</b>	<b>50,351</b>	<b>55,148</b>	<b>53,549</b>	<b>55,148</b>	<b>53,549</b>	<b>55,148</b>	<b>55,148</b>	<b>53,549</b>	<b>650,589</b>
<b>Offsite Services</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>40,306</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>43,185</b>	<b>525,420</b>
Malpractice Insurance													
Base Premium	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	127,880
Legal Fees (SIR)	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	30,282
<b>Total Malpractice</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>158,162</b>
Onsite Services													
Laboratory	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	36,631
X Ray Expenses	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	13,446
<b>Total Onsite Services</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>50,077</b>
Medical Supplies													
Medical Supplies	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	50,633
Dental Supplies	372	372	372	372	372	372	372	372	372	372	372	372	4,468
<b>Total Medical Supplies</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>55,100</b>
Operating Expenses													
Office Expense	751	751	751	751	751	751	751	751	751	751	751	751	9,011
Printing	747	747	747	747	747	747	747	747	747	747	747	747	8,960
Electronic Medical Record-EMR	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	24,480
Waste Removal	216	216	216	216	216	216	216	216	216	216	216	216	2,586
Payroll Processing Fee	383	383	383	383	383	383	383	383	383	383	383	383	4,593
Minor Equipment Lease	850	850	850	850	850	850	850	850	850	850	850	850	10,200
Licenses & Permits	46	46	46	46	46	46	46	46	46	46	46	46	554
Computer Supplies/Support	340	340	340	340	340	340	340	340	340	340	340	340	4,080
Pagers & Cells Phone	122	122	122	122	122	122	122	122	122	122	122	122	1,467
Postage	27	27	27	27	27	27	27	27	27	27	27	27	323
Taxes and Fines	53	53	53	53	53	53	53	53	53	53	53	53	638
Start Up	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operational Expenses</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>66,892</b>
<b>Management Fee</b>	<b>91,129</b>	<b>90,574</b>	<b>91,129</b>	<b>91,129</b>	<b>89,465</b>	<b>91,129</b>	<b>90,574</b>	<b>91,129</b>	<b>90,574</b>	<b>91,129</b>	<b>91,129</b>	<b>90,574</b>	<b>1,089,665</b>
<b>Total</b>	<b>600,709</b>	<b>597,116</b>	<b>600,709</b>	<b>600,709</b>	<b>589,930</b>	<b>600,709</b>	<b>597,116</b>	<b>600,709</b>	<b>597,116</b>	<b>600,709</b>	<b>600,709</b>	<b>597,116</b>	<b>7,183,361</b>



**Ft Bend RFP Preferred Staffing Matrix Budget**

	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	Total
Total Salaries	380,305	380,305	380,305	380,305	380,305	380,305	380,305	380,305	380,305	380,305	380,305	380,305	4,563,656
Total Payroll Taxes	30,931	30,931	30,931	30,931	30,931	30,931	30,931	30,931	30,931	30,931	30,931	30,931	371,174
Total Benefits	31,946	31,946	31,946	31,946	31,946	31,946	31,946	31,946	31,946	31,946	31,946	31,946	383,357
<b>Total Personell Costs</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>443,182</b>	<b>5,318,187</b>
Pharmaceuticals													
HIV	31,859	30,831	31,859	31,859	28,776	31,859	30,831	31,859	30,831	31,859	31,859	30,831	375,113
Psychotropics	4,536	4,389	4,536	4,536	4,097	4,536	4,389	4,536	4,389	4,536	4,536	4,389	53,403
Prescriptions	11,731	11,353	11,731	11,731	10,596	11,731	11,353	11,731	11,353	11,731	11,731	11,353	138,124
Other	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	65,000
<b>Total Pharmacy</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>53,542</b>	<b>48,885</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>53,542</b>	<b>51,990</b>	<b>631,640</b>
<b>Offsite Services</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>40,306</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>43,185</b>	<b>525,420</b>
Malpractice Insurance													
Base Premium	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	111,200
Legal Fees (SIR)	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	29,400
<b>Total Malpractice</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>140,600</b>
Onsite Services													
Ultrasound	-	-	-	-	-	-	-	-	-	-	-	-	-
Laboratory	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	35,913
X Ray Expenses	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	13,183
<b>Total Onsite Services</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>49,095</b>
Medical Supplies													
Medical Supplies	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	49,640
Dental Supplies	365	365	365	365	365	365	365	365	365	365	365	365	4,380
<b>Total Medical Supplies</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>54,020</b>
Operating Expenses													
Office Expense	736	736	736	736	736	736	736	736	736	736	736	736	8,834
Printing	732	732	732	732	732	732	732	732	732	732	732	732	8,784
Electronic Medical Record-EMR	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Waste Removal	211	211	211	211	211	211	211	211	211	211	211	211	2,536
Payroll Processing Fee	375	375	375	375	375	375	375	375	375	375	375	375	4,503
Minor Equipment Lease	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Licenses & Permits	45	45	45	45	45	45	45	45	45	45	45	45	543
Computer Supplies/Support	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Pagers & Cells Phone	120	120	120	120	120	120	120	120	120	120	120	120	1,438
Postage	26	26	26	26	26	26	26	26	26	26	26	26	317
Taxes and Fines	52	52	52	52	52	52	52	52	52	52	52	52	625
Start Up	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operational Expenses</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>65,581</b>
<b>Management Fee</b>	<b>96,411</b>	<b>95,902</b>	<b>96,411</b>	<b>96,411</b>	<b>94,885</b>	<b>96,411</b>	<b>95,902</b>	<b>96,411</b>	<b>95,902</b>	<b>96,411</b>	<b>96,411</b>	<b>95,902</b>	<b>1,153,372</b>
<b>Total</b>	<b>663,535</b>	<b>660,034</b>	<b>663,535</b>	<b>663,535</b>	<b>653,033</b>	<b>663,535</b>	<b>660,034</b>	<b>663,535</b>	<b>660,034</b>	<b>663,535</b>	<b>663,535</b>	<b>660,034</b>	<b>7,937,915</b>



**Armor Proposed Staffing Matrix Budget**

	10/1/2023	11/1/2023	12/1/2023	1/1/2024	2/1/2024	3/1/2024	4/1/2024	5/1/2024	6/1/2024	7/1/2024	8/1/2024	9/1/2024	Total
Total Salaries	395,517	395,517	395,517	395,517	395,517	395,517	395,517	395,517	395,517	395,517	395,517	395,517	4,746,202
Total Payroll Taxes	32,168	32,168	32,168	32,168	32,168	32,168	32,168	32,168	32,168	32,168	32,168	32,168	386,021
Total Benefits	33,224	33,224	33,224	33,224	33,224	33,224	33,224	33,224	33,224	33,224	33,224	33,224	398,691
<b>Total Personell Costs</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>460,910</b>	<b>5,530,914</b>
Pharmaceuticals													
HIV	32,815	31,756	32,815	32,815	29,639	32,815	31,756	32,815	31,756	32,815	32,815	31,756	386,366
Psychotropics	4,672	4,521	4,672	4,672	4,220	4,672	4,521	4,672	4,521	4,672	4,672	4,521	55,005
Prescriptions	12,083	11,693	12,083	12,083	10,914	12,083	11,693	12,083	11,693	12,083	12,083	11,693	142,268
Other	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	5,579	66,950
<b>Total Pharmacy</b>	<b>55,148</b>	<b>53,549</b>	<b>55,148</b>	<b>55,148</b>	<b>50,351</b>	<b>55,148</b>	<b>53,549</b>	<b>55,148</b>	<b>53,549</b>	<b>55,148</b>	<b>55,148</b>	<b>53,549</b>	<b>650,589</b>
<b>Offsite Services</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>40,306</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>43,185</b>	<b>525,420</b>
Malpractice Insurance													
Base Premium	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	10,657	127,880
Legal Fees (SIR)	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	30,282
<b>Total Malpractice</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>13,180</b>	<b>158,162</b>
Onsite Services													
Laboratory	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	3,053	36,631
X Ray Expenses	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	13,446
<b>Total Onsite Services</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>4,173</b>	<b>50,077</b>
Medical Supplies													
Medical Supplies	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	4,219	50,633
Dental Supplies	372	372	372	372	372	372	372	372	372	372	372	372	4,468
<b>Total Medical Supplies</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>4,592</b>	<b>55,100</b>
Operating Expenses													
Office Expense	751	751	751	751	751	751	751	751	751	751	751	751	9,011
Printing	747	747	747	747	747	747	747	747	747	747	747	747	8,960
Electronic Medical Record-EMR	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	24,480
Waste Removal	216	216	216	216	216	216	216	216	216	216	216	216	2,586
Payroll Processing Fee	383	383	383	383	383	383	383	383	383	383	383	383	4,593
Minor Equipment Lease	850	850	850	850	850	850	850	850	850	850	850	850	10,200
Licenses & Permits	46	46	46	46	46	46	46	46	46	46	46	46	554
Computer Supplies/Support	340	340	340	340	340	340	340	340	340	340	340	340	4,080
Pagers & Cells Phone	122	122	122	122	122	122	122	122	122	122	122	122	1,467
Postage	27	27	27	27	27	27	27	27	27	27	27	27	323
Taxes and Fines	53	53	53	53	53	53	53	53	53	53	53	53	638
Start Up	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operational Expenses</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>5,574</b>	<b>66,892</b>
<b>Management Fee</b>	<b>99,303</b>	<b>98,779</b>	<b>99,303</b>	<b>99,303</b>	<b>97,732</b>	<b>99,303</b>	<b>98,779</b>	<b>99,303</b>	<b>98,779</b>	<b>99,303</b>	<b>99,303</b>	<b>98,779</b>	<b>1,187,973</b>
<b>Total</b>	<b>687,505</b>	<b>683,943</b>	<b>687,505</b>	<b>687,505</b>	<b>676,818</b>	<b>687,505</b>	<b>683,943</b>	<b>687,505</b>	<b>683,943</b>	<b>687,505</b>	<b>687,505</b>	<b>683,943</b>	<b>8,225,129</b>



**Armor Proposed Staffing Matrix Budget**

	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	Total
Total Salaries	314,340	314,340	314,340	314,340	314,340	314,340	314,340	314,340	314,340	314,340	314,340	314,340	3,772,084
Total Payroll Taxes	26,232	26,232	26,232	26,232	26,232	26,232	26,232	26,232	26,232	26,232	26,232	26,232	314,789
Total Benefits	27,012	27,012	27,012	27,012	27,012	27,012	27,012	27,012	27,012	27,012	27,012	27,012	324,142
<b>Total Personell Costs</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>367,585</b>	<b>4,411,015</b>
Pharmaceuticals													
HIV	31,859	30,831	31,859	31,859	28,776	31,859	30,831	31,859	30,831	31,859	31,859	30,831	375,113
Psychotropics	4,536	4,389	4,536	4,536	4,097	4,536	4,389	4,536	4,389	4,536	4,536	4,389	53,403
Prescriptions	11,731	11,353	11,731	11,731	10,596	11,731	11,353	11,731	11,353	11,731	11,731	11,353	138,124
Other	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	65,000
<b>Total Pharmacy</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>53,542</b>	<b>48,885</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>53,542</b>	<b>51,990</b>	<b>631,640</b>
<b>Offsite Services</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>40,306</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>43,185</b>	<b>525,420</b>
Malpractice Insurance													
Base Premium	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	111,200
Legal Fees (SIR)	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	29,400
<b>Total Malpractice</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>140,600</b>
Onsite Services													
Laboratory	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	35,913
X Ray Expenses	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	13,183
<b>Total Onsite Services</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>49,095</b>
Medical Supplies													
Medical Supplies	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	49,640
Dental Supplies	365	365	365	365	365	365	365	365	365	365	365	365	4,380
<b>Total Medical Supplies</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>54,020</b>
Operating Expenses													
Office Expense	736	736	736	736	736	736	736	736	736	736	736	736	8,834
Printing	732	732	732	732	732	732	732	732	732	732	732	732	8,784
Electronic Medical Record-EMR	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Waste Removal	211	211	211	211	211	211	211	211	211	211	211	211	2,536
Payroll Processing Fee	375	375	375	375	375	375	375	375	375	375	375	375	4,503
Minor Equipment Lease	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Licenses & Permits	45	45	45	45	45	45	45	45	45	45	45	45	543
Computer Supplies/Support	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Pagers & Cells Phone	120	120	120	120	120	120	120	120	120	120	120	120	1,438
Postage	26	26	26	26	26	26	26	26	26	26	26	26	317
Taxes and Fines	52	52	52	52	52	52	52	52	52	52	52	52	625
Start Up	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operational Expenses</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>5,465</b>	<b>65,581</b>
<b>Management Fee</b>	<b>88,475</b>	<b>87,936</b>	<b>88,475</b>	<b>88,475</b>	<b>86,859</b>	<b>88,475</b>	<b>87,936</b>	<b>88,475</b>	<b>87,936</b>	<b>88,475</b>	<b>88,475</b>	<b>87,936</b>	<b>1,057,927</b>
<b>Total</b>	<b>580,001</b>	<b>576,470</b>	<b>580,001</b>	<b>580,001</b>	<b>569,409</b>	<b>580,001</b>	<b>576,470</b>	<b>580,001</b>	<b>576,470</b>	<b>580,001</b>	<b>580,001</b>	<b>576,470</b>	<b>6,935,297</b>



## Tab 2. Technical





**TAB 2 – TECHNICAL** (RFP Page 15 – 28 & 30)

**SPECIFICATIONS AND PROGRAM REQUIREMENTS**

**31.1 Administrative Requirements**

**31.1.1 SITE MEDICAL DIRECTOR**

*A singular designated Site Medical Director with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the Site Medical Director's responsibilities will be in regards to: In service training, quality assurance and recruitment. The proposal should also address what part of on-site time provided by the Site Medical Director will be committed to administrative duties, direct care, and involvement in quality assurance.*

Armor's Medical Director will be board certified or board eligible, Texas-licensed physician with responsibility for assuring the appropriateness and adequacy of inmate health.

Armor's site Medical Director will have oversight of the quality of healthcare delivered at the facility, in addition to direct patient care duties, and singular responsibility for assuring the appropriateness and adequacy of care. The Medical Director participates in the quality improvement program of the jail and regularly reviews measures of patient outcomes, timeliness, effectiveness and access to care. These administrative responsibilities, on average take up 30% of the Medical Director's time. The Medical Director leads or participates in staff training and in-services, provides mentorship and oversight to advanced level providers and remains accessible as a resource to all staff. These clinical responsibilities, along with direct patient care compromise approximately 70% of the Medical Director's time. Armor's Chief Medical Officer and other corporate clinical and administrative leadership provide support and guidance to the site Medical Director in accomplishing these goals.

**Medical Director On-site Time**

Administrative Duties	Direct Care	Quality Assurance
15%	70%	15%

Our staffing plan provided in **Tab 3** shows our medical director hours. A sample Medical Director resume is provided in **Appendix B**. Please also see **Appendix C** for our sample Medical Director Job Description.

**31.1.2 HEALTH SERVICES ADMINISTRATOR**

*A full-time on-site Health Services Administrator shall be provided and shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. The Respondent shall indicate the qualifications of as well as the range and scope of the responsibilities and activities of this position.*

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Armor's Health Services Administrator (HSA) will have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. More information regarding the qualifications, and range and scope of the responsibilities and activities of this position is provided in [Appendix C](#). A sample HSA resume can be found in [Appendix B](#).

### **31.1.3 MENTAL HEALTH COORDINATOR**

*A full-time Mental Health Coordinator shall be provided who shall have the responsibility for assuring fulfillment of mental health services by staffed mental health professionals. The proposal should address what the Coordinator's responsibilities will be in regards to: In Service Training, Quality Assurance and Recruitment. The proposal should also address what part on on-site time provided by the Coordinator will be committed to Administrative Duties, Direct Care, and Involvement in Quality Assurance.*

Armor will provide a full-time Mental Health Coordinator who will have the responsibility for assuring fulfillment of mental health services by staffed mental health professionals. More information regarding the qualifications, and range and scope of the responsibilities and activities of this position is provided in [Appendix C](#). A sample HSA resume can be found in [Appendix B](#).

### **31.1.4 LICENSES/CERTIFICATES**

*The Respondent shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.*

Armor will fully support and comply with FBSO requirements for applicant screening for all physicians, psychiatrists, nurse practitioners, physician assistants, other licensed personnel as required by the Code of Texas. Armor will complete a full application and credentialing process for all employees, including those who worked previously at the facilities under another contractor.

Armor assumes the responsibility for verifying that prospective employees hold the credentials necessary to perform assigned tasks. We maintain a file of each employee's professional credentials, including licenses and certificates. We will retain a duplicate file at our corporate office and provide copies to the FBSO when needed. These files include malpractice insurance certification for Physicians, Advanced Level Practitioners, and other providers as applicable.

As part of our credentialing process, Armor conducts a check through the National Practitioner Database for all licensed medical personnel prior to employment and each year thereafter. Each Armor employee will be governed by a written job description and will sign an acknowledgment of all requirements. At least annually, the HSA or designee will review credentials to update information and verify continuation of licensure and certification.

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Armor's credentialing process complies fully with ACA and NCCHC accreditation standards.

*31.1.5 Copies of staffing schedules encompassing all health care staff are to be submitted to the head nurse at the Facility, hereinafter referred to as "Contract Administrator" on the fifteenth of each month for the upcoming month. Daily Updates should be supplied if there are changes.*

### **31.1.6 MONTHLY AND DAILY STATISTICS**

*31.1.6.1 A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth calendar day of each month to the Contract Administrator that includes, but is not limited to, the following:*

*See Attachment 4 – Health Services Statistical Report 2019 with 2020 averages*

*31.1.6.2 A report of the previous twenty-four (24) hours that captures but is not limited to, the following data. This report shall be submitted to the Contract Administrator on a daily basis:*

*Transfers to off-site hospital emergency departments*

*Communicable disease reporting*

*Suicide data (i.e. attempts and precautions taken)*

*Report of status of inmates in local hospitals*

*Report of status of inmates in jail infirmary*

*Submit completed medical incident report copies*

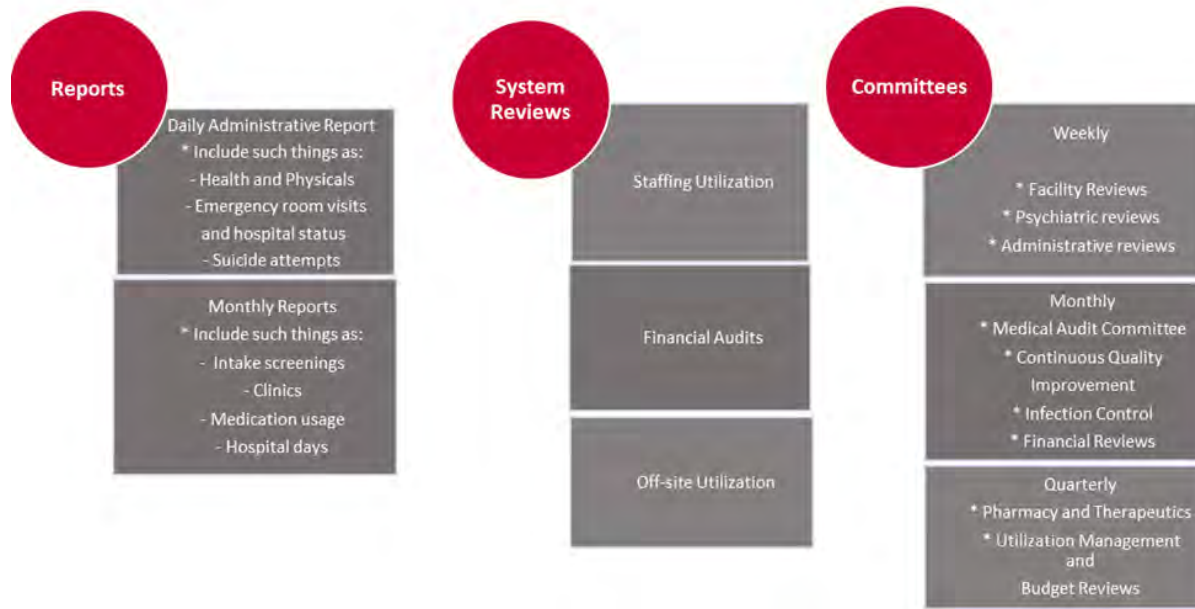
*And other reports requested by the Jail Administration*

Armor utilizes an extensive range of databases and information systems to collect data. Our business analysts support the HSA by regularly transmitting standard reports that have been modified for client preferences and incorporate client-generated statistics to complete the report.

Armor is committed to transparency, accountability, and responsiveness. We will provide regular reports, as well as additional analysis required to plan and operate quality inmate medical services. We will share management information, submit requested ad hoc reports on specific issues, and present summary progress reports to with the Contract Administrator.

Armor's HSA and regional leadership will meet with the facility administration regularly to review statistical reports. Armor provides specialized reports generated from claims administration and other management databases such as Off-site Utilization and Cost Reports. Additional documentation supporting off-site costs can be provided, as needed. Sample reports are provided in **Appendix D. Please see our Executive Summary for more detailed information on Armor's Data Analytics dashboards.**

The following graphic illustrates Armor’s multiple methods of sharing information, which can be customized based on FBSO needs.



**31.1.6.3 UTILIZATION TRACKING, ANALYSIS AND REPORTING**

*Utilization tracking, analysis and reporting:*

*Volume trends (visits by Week/Month)*

*Volume by visit Type (primary and urgent Care)*

*Inmate visit distribution by gender and age group*

*Referrals by type (diagnostic, specialty)*

*Top 10 medical services by CPT, ICD9 and prescribed Medications And other reports requested by the Jail Administration*

Armor will ensure utilization management (UM) is conducted for all inpatient hospitalizations to ensure the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee will be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director will be aware of each individual’s hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical, positive relationships with local hospitals or clinics be maintained and the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by Armor, the site Medical Director will be responsible for clinical decisions

involving his/her patients within the detention facilities. Final medical authority rests with the Medical Director.

**Armor's Utilization Management Program.** When it is medically necessary to transfer an inmate to an acute care hospital for treatment, Armor will contract the facilities and services of accredited local hospital(s) acceptable to the FBSO.

We will identify and address the needs of both acute and chronic illness that frequently entail unplanned hospital admissions and require continuity of care with local health providers. The medical and financial risks are high. Therefore, Armor will provide ongoing utilization review and management at all local hospitals where our patients have been admitted. We will perform daily initial and concurrent clinical reviews, collaborate with the hospital staff, and when deemed necessary, perform on-site hospital clinical reviews. Armor's Case Management nurses will be Registered Nurses who have experience in ascertaining that criteria are met for continued stay and ensuring the patient's course of care is active and following the attending physician's orders to facilitate timely care and avoid discharge delays.

Each member of Armor's utilization management team is well acquainted with national guidelines including Interqual and Milliman, and others. Using national guidelines as a framework for decision-making, we emphasize the application of medical judgment based in the correctional environment and consideration for the capabilities of correctional health care programs. Armor's protocols for medical review incorporate these conditions to achieve the best outcome for the patient in the most resource-efficient manner.

Timely initial reviews are critical to achieving utilization management goals for inpatient care. We complete an initial review within 24 hours of notification of admission. The initial encounter includes a thorough review of the medical record to determine medical criteria and necessity for admission, dialogue with the attending physician to address diagnosis, plan of care, treatments, and discharge plan.

Following the initial review, we perform daily concurrent reviews throughout the patient's hospitalization to ensure compliance with criteria. Telephonic conferences with on-site providers occur when deemed appropriate.

The patient's status is communicated daily to the site health providers. Daily rounds are conducted with the clinical Utilization Management team and Corporate Medical Director to ensure medical criteria is being met, and any obstacles to discharge are resolved.

Armor's Utilization Management team utilizes key indicators to monitor potential over and underutilization, which includes inpatient days, readmissions rates, length of stays, quality and risk identification, referral, and avoidable hospital day tracking.

Armor's goal of medical review and utilization management is to ensure that care rendered is medically necessary, appropriate, and effective according to evidence-based medicine.

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Associated with our ongoing utilization management, Armor maintains an extensive database of related statistics, and we are able to present monthly detailed trend data and analysis to our client. Armor has experience, not only in analyzing utilization trends, but also in using data to support our training, education, and staff development through various methods such as training programs, monthly system-wide notices, and changes in policy and procedure.

On a daily basis, using electronic off-site service logs, in addition to routine communications with hospitals and providers, our utilization management team monitors ongoing medical services while our claims administrators review the status of claims and payment. A daily status report will be provided to FBSO personnel for any inmates receiving medical services onsite.

***Transitional Care Coordination.*** Armor’s UM process operates at the focal point of our system of care, where on-site services and off-site community services must interface to work efficiently. By establishing open lines of communication and consistently monitoring care, we have been successful at building strong relationships with providers in each community we serve.

***Hospital Discharge Planning.*** Armor’s practice is to begin hospital discharge planning upon patient admission. We utilize proven strategies adapted from the managed care industry – the foundation of our UM team’s focus. Through collaboration with all hospital-based medical staff, we take the following steps:

- + anticipate specific discharge needs, making changes to the discharge plan as needed;
- + make sure that required medications, supplies, DMEs, *etc.* are in place to avoid any delays in discharge and to ensure continuity of care;
- + identify potential obstacles to a timely discharge and provide an expedient resolution; and
- + ensure a safe, appropriate, and timely discharge with the goal of preventing readmissions and containing costs.

***Retrospective Reviews.*** We evaluate performance by collecting, reporting, and analyzing service statistics. We continually track and trend events and lengths of stay. In addition, we analyze all emergency department transfers to include:

- + Percentage of trips resulting in admission (a measure of necessity); and
- + Events preceding the transfer (measure of on-site quality).

By retrospectively reviewing the events preceding the transfer, we look at whether the condition leading to the patient being hospitalized could have been prevented. We also

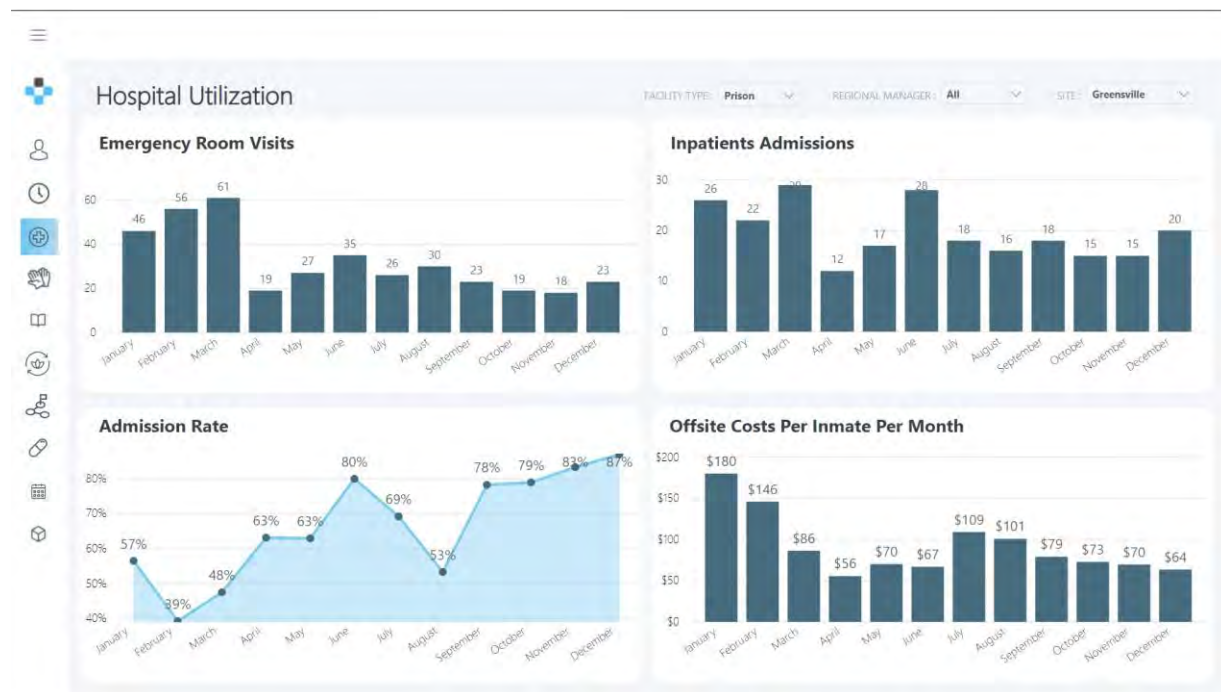
analyze whether the trip to the emergency department was medically necessary. These quality reviews help to improve future care and help to identify the allocation of services or resources.

By applying these methods for the facilities, inmates who are hospitalized remain in the hospital for shorter periods than community patients with similar diagnoses.

**Utilization Tracking, Analysis and Reporting.** We will ensure that the following utilization statistics are tracked, analyzed and reported:

- + Volume trends (visits by Week/Month)
- + Volume by visit Type (primary and urgent Care)
- + Inmate visit distribution by gender and age group
- + Referrals by type (diagnostic, specialty)
- + Top 10 medical services by CPT, ICD9 and prescribed Medications And other reports requested by the Jail Administration.

**Armor’s Offsite Utilization and Spend Dashboard is illustrated below.**



### 31.1.7 GRIEVANCES

*Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Contract Administrator.*

Armor's grievance process will follow the facility's policies and procedures as well as accreditation standards as noted above.

Armor's intake screening nurses advise incoming patients on the procedure for filing health care complaints and grievances. Armor health staff reports patient dissatisfaction to the Health Services Administrator for informal intervention.

We take patient opinions and reports very seriously, and if a patient has a complaint about any aspect of service, we will investigate the problem and correct any errors. Our HSA or designee responds to complaints or grievances promptly and personally. We encourage face-to-face encounters for complaint resolutions as often as possible.

Patients may file grievances manually or electronically via Armor's customized Grievance system (described below) per FBSO approval. Armor's HSA or designee will review all patient complaints and Grievances daily.

If possible, the HSA will conduct a face-to-face meeting with the patient to attempt resolution of the complaint. If a face-to-face interview is not possible, inmate grievances will be documented on a log and a response will be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Jail Administrator or his designee.

The completed grievance log will include:

- + Date of interview
- + Date of response
- + Nature of response
- + Name of responding staff
- + Resolution category.

If the grievance cannot be resolved, the patient may appeal the grievance findings to the Jail Administrator or designee; unresolved grievances may also be addressed by a regional representative of Armor Correctional Health Services, where appropriate.

Grievances will be tracked and monitored by the CQI committee, and a monthly grievance summary will be completed. All data collection will be reported during the Medical Audit Committee meeting and / or as required by the FBSO.

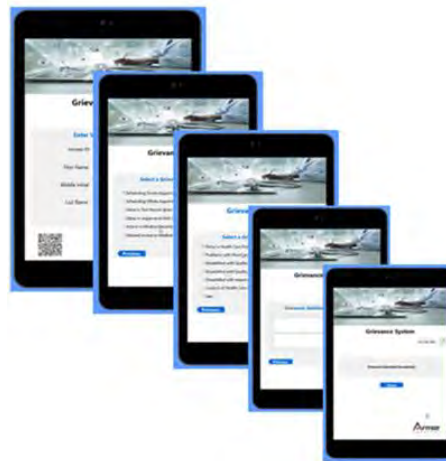
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***Armor's Customized Grievance System.*** Armor takes grievances very seriously. To enhance our grievance program, we have developed a custom application to track and analyze grievance patterns.

Our customized electronic Grievance system is fully compliant with accreditation standards and is designed to function as an “early warning system” that identifies potential issues and conditions where preventive action may reduce incidents and claims.

Armor’s electronic Grievance system is a portal where inmates can enter their identifying information and input their Grievance into a tablet or kiosk (if permitted and approved by the County)

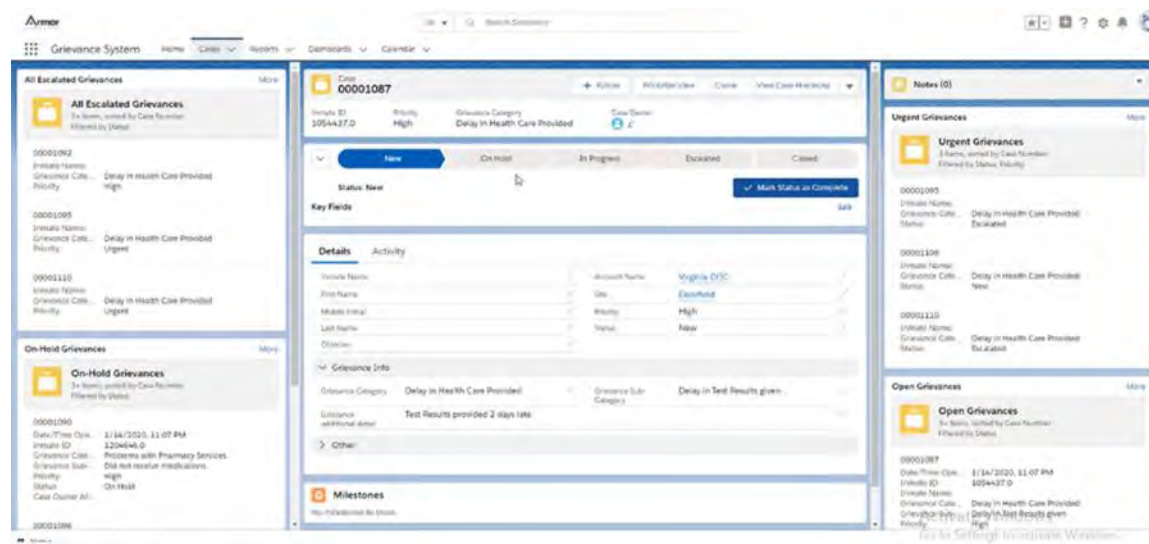
based on selected categories, subcategories and additional notes. Based on the categories selected, our Grievance system will automatically determine the urgency of the Grievance and transmit it to the responsible party, i.e. HSA, DON, etc. If Grievances are not responded to within 48 hours, it is escalated to the next responsible party. The system allows Armor staff to enter details regarding our response and the outcome or resolution of the Grievance.



Our Grievance system has a dashboard available to Armor staff which provides reports such as, but not limited to:

- + Grievance type
- + Number of open / closed Grievances
- + Urgent Grievances
- + Grievance status

We approach the grievance program as a necessary tool and monitor our performance and response continuously, consistent with our policy and procedures for handling grievances regarding medical care. We will be able to generate reports that includes details to which we can “drill down” concerning the provision of care and areas of concern. FBSO staff will also have access to the Grievance dashboard and reports which is illustrated in the sample dashboard below.



### 31.1.8 COMPREHENSIVE QUALITY IMPROVEMENT

*The establishment of a comprehensive quality improvement activity that will monitor the health services provided.*

Armor implements a comprehensive continuous quality improvement (CQI) program for each correctional facility where we provide health services. We will design a CQI plan specific to the needs of the facilities. The basic elements of our CQI plan are:

- + Armor’s Continuous Quality Improvement Manual,
- + Comprehensive policies and procedures that incorporate quality assurance principles, and
- + Consultation by our team of clinical operations specialists.

Our approach will be led locally by our HSA. Our clinical operations team initially supports the HSA by implementing procedures, training staff in CQI and monitoring the program. Team members include Certified Correctional Health Professionals with extensive experience in program accreditation, quality management, and delivery of clinical services in similar facilities. With Armor’s support and technical assistance, our HSA will be well equipped to adapt Armor’s resources locally.

Our Regional Vice President also supports the program by receiving and tracking reports and by completing checklists during periodic site visits.

Once the CQI program is operating, our Clinical Operations Specialists will conduct periodic Performance Enhancement reviews which will include monitoring the CQI program to ensure that audits are on-going, corrective action plans are in place where appropriate, and CQI is providing sound approaches of evidence based medical services at the jail. Our

company-wide schedule covers all aspect of patient care in the facility over a one-year period.

Armor's Clinical Operations Team, utilizes the following resources as they implement the CQI plan and process:

- + Complete manual of guidelines and tools for implementing correctional quality improvement programs
- + Policies and procedures expressly governing execution of a CQI program at the jail to meet Armor's standards, RFP specifications and contract terms
- + Audit tools encompassing over twenty-five (25) topics many of which are required audits to meet accreditation standards
- + Procedures for designing special or custom studies
- + Model Corrective Action Plans
- + Corporate wide calendar of audits
- + Training and orientation for HSA and other key staff in quality management and CQI
- + Participation by key members of the medical services staff in professional development and national association programs

**Mental Health** - Armor will incorporate all aspects of mental health services into the overall CQI plan and process. Mental health policies and procedures, based upon accreditation standards, will address quality improvement. In addition, designated mental health indicators and events will be the focus of required CQI activities. These include suicide prevention, restraints, psychotropic medications, and other critical events related to mental health.

**Organization of CQI** - Armor will organize a CQI Committee for the facilities to oversee standards of care, problem identification, problem resolution, ongoing quality improvement, and overall medical services performance monitoring. Members of the CQIC will include the HSA, Director of Nursing, medical providers, and other staff deemed appropriate. Work teams will be assigned to address specific problems identified by the Committee. The full Committee will meet at least quarterly, while teams will meet as required to resolve the identified problem and continue monitoring until sustainability is confirmed.

According to Armor's calendar of audits or CQI Calendar, we will require the CQI Committee to perform four (4) to five (5) audits each month following a pre-determined schedule to ensure continuous monitoring of key indicators at a frequency designed to comply with accreditation standards.

**Program Components** - The major components of the Quality Improvement Program are summarized below:

- 
- + Written quality improvement plan with outcome-based measures consistent with evidence-based guidance provided by Armor's Corporate Medical Staff
  - + Patient rights and patient service surveys
  - + Risk and error management and review of sentinel events, including undesirable patterns or trends of systemic processes or outcomes
  - + Regular and systematic monitoring of health care practices, including the overall environment, to ensure the highest quality care
  - + Ongoing evaluation, based on assessing concerns of highest importance first, to identify improvements needed and the impact of solutions implemented
  - + Utilization of the information gathered through the monitoring and evaluation process to recommend and establish standards of care
  - + Implementation of recommendations based on evaluation and established standards of care to improve the quality of life of both incarcerated populations and staff working with these populations.

**CQI Process** - Our medical services staff will follow the process described in the outline that follows. As a result, there is systematic, continuous audit and review of key clinical indicators.

**Step I: Problem identification:** identification of health care delivery issues that require evaluation. Priority is given to services that are high-volume, high-risk, problem-prone or essential. Problem identification includes monthly reviews by the designated CQI coordinator for such areas as:

- + Tuberculosis testing
- + Emergency department visits
- + Withdrawal and detoxification procedures
- + Access to care
- + Diagnostic and laboratory testing
- + Nursing triage of sick call requests
- + Inmate grievances
- + Health-related incident reports

The CQI Committee will utilize reports from management, medical records, patients' grievances, staff suggestions, surveys, observations, monthly statistics, disaster drills and reports of incidents, accidents, environmental monitoring, infection control, and inmate deaths.

Armor will establish a CQI Calendar, outlining standard audits each month to ensure that the program is comprehensive and includes both on-site and off-site services in reviews periodically for quality, appropriateness, and continuity of care.

Armor employs continuous quality improvement methodologies to effectively manage and optimize clinical outcomes and administrative and staffing resources. We have developed audit tools for at least twenty-nine (29) indicators targeting a wide range of special needs and critical elements of correctional medicine. With our clinical operations team providing technical support and assistance, the HSA and the CQI Committee will work closely with the contract monitor to ensure that our quality management indicators and studies are compatible with both contract requirements and facility accreditation goals. In addition, we will review CQI activities completed in the past month and those scheduled to take place the next month at each Medical Audit Committee meeting to ensure that FBSO has an opportunity to monitor CQI and to approve of pending studies.

The CQI Committee will utilize reports from management, medical records, inmates' grievances, staff suggestions, surveys, observations, monthly statistics, disaster drills and reports of incidents, accidents, environmental monitoring, infection control, and inmate deaths.

**Step II: Problem Resolution.** Once the Committee and its working teams have identified potential problems, we develop indicators to collect data, evaluate findings, and make recommendations for corrective action(s). For each issue, we implement a corrective action plan. The indicators are objective and measurable. They define a single element to be evaluated, contain a time and frequency designation, relate closely to the specific aspect of care, and include a percentage compliance goal.

**Step III: Monitoring.** Once the corrective action plan has been initiated, the CQI Committee will monitor ongoing activities and obtain feedback on the effectiveness and sustainability of the changed process. Once the change has proven to be positive and sustainable, Armor will recommend new policies and procedures.

**CQI – Medical Record Reviews** - Armor incorporates periodic medical records reviews into the program of continuous quality improvement by randomly selecting records from specific inmate classifications, patient diagnoses, diseases, or events such as hospitalization. The reviews compare documentation to published standards, and actual care to recommended protocols. Through these reviews, we determine if patients are receiving appropriate care in relation to existing policies and acceptable clinical practice. Each review focuses on these aspects of patient care:

- + Adequacy of treatment plans
- + Extent to which medical practitioner's orders are carried out appropriately
- + Completeness of the medical record
- + Types of medications ordered and notations regarding their administration

- + Implementation of treatment protocols

Periodic medical records review will also be used for risk management purposes by regularly monitoring high-risk, high-volume or problem-prone aspects of care provided to patients.

***Infection Control and Surveillance Activities.*** Armor includes our infection control policies in the CQI program in order to monitor the management of communicable disease surveillance and treatment. This includes reporting of communicable conditions (e.g., tuberculosis, sexually transmitted diseases, and hepatitis) and analysis of related trends. In consultation with the Health Department, Armor will adopt standards specifically for infection control that will be based on recommendations from the Centers for Disease Control and Prevention, the World Health Organization and the American Public Health Association. Our goals in implementing the infection control monitors, as an essential component of CQI, will be to achieve the following benefits:

- + Effective systems for identification, prevention, and control of communicable disease;
- + Data collection and analysis to support forecasting of health care service needs, as well as education and training priorities
- + Adequate community follow-up and coordination of care following discharge or release
- + Healthy environment through specially planned prevention and intervention

### **31.1.9 Infection Control**

*The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Texas Notifiable Conditions (reportable infectious diseases – confirmed and suspected) must be reported to Fort Bend County Health & Human Services, and the designee of the Fort Bend County Jail Administration.*

Armor's comprehensive infection control program will ensure that communicable diseases are appropriately diagnosed, treated and controlled to prevent and minimize infectious disease outbreaks, consistent with CDC and OSHA regulations and NCCHC and ACA standards.

Armor will assign an Infection Control Coordinator who will oversee the Infectious Disease program, coordinate the monthly meeting of the Infection Control Committee led by the Medical Director, participate in training of staff and patients, and manage infection control statistical data collection and analysis. Armor's Corporate Infection Control Program Coordinator will train and mentor the on-site Infection Control Nurse and remain available for consultation to the on-site medical team. The Infection Control Coordinator, under the supervision of the Director of Nursing and / or Medical Director:

1. Oversees and directs infection control activities in the facility;

2. Analyzes data to include risk assessment, prevention, and control strategies;
3. Conducts on-going surveillance using established infection control criteria for documentation and investigation of infections through review of diagnoses, microbiology culture results, patient records, and consultation requests;
4. Conducts environmental rounds in patient care areas;
5. Participates in investigations of unusual infection outbreaks utilizing appropriate agencies and resources. Reports epidemiologically significant findings to appropriate persons;
6. Reports all in-house patients with communicable disease to the appropriate state and county agencies, as well as to the Sheriff's Office's designee, and maintains appropriate records. Compiles and interprets surveillance reports to the appropriate internal sources;
7. Collects data in support of epidemiological studies of specific problems or problem areas, determines the source of the problem and makes appropriate recommendations; participates in Continuous Quality Improvement activities by assessing, monitoring and measuring infections and evaluation outcomes on a continuous basis;
8. Plans, organizes, develops and implements educational programs for the Sheriff's Office and Armor employees that convey and increase employees' knowledge of infections, techniques for prevention and preventive measures to provide a safe working environment; and
9. Performs additional duties as assigned.

Armor will provide an Infection Control Manual and specific Policies and Procedures to ensure and streamline monitoring of these two important systems governing clinical practice. ***An overview of Armor's Infection Control manual can be found in Appendix E.***

Armor's Infection Control Manual provides detailed guidance, procedures, and information to support an effective program. It includes the following basic program elements:

- + surveillance,
- + review and evaluation,
- + program implementation and communication,
- + education,
- + policies and procedures, and
- + special studies.

Armor will execute the routine collection of lab specimens from infectious disease patients. Lab specimens are handled in accordance with Infection Control Guidelines and results are

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reviewed by the physician. Epidemiologically significant findings are reported to the appropriate person.

Armor provides the following services to meet contract specifications and to complete a comprehensive infection control program:

- + annual TB testing for staff and inmates (reading the implant no later than 72 hours);
- + educating and administering TB medication as ordered by the provider to all patients who have positive PPD readings, after appropriate x-ray or other lab work;
- + order and pay for supplies and medication needed to perform TB skin tests; and
- + conduct HIV/AIDS testing and counseling on a confidential basis to inmates after being incarcerated for more than 72 hours, with inmate consent.

Armor maintains a TB surveillance program and communicates with the local and State Health Departments as required and under the law. We generate and provide monthly logs of all residents diagnosed with an infectious disease, to include the resident's name and identification number.

Our infectious disease clinic meets the needs of patients with HIV/AIDS, TB, Hepatitis, MRSA and other infectious diseases. Our Infectious Disease specialist conducts regularly scheduled clinics specifically for the care and treatment of these patients. Patients receive initial and periodic evaluation, laboratory studies and other testing as medically indicated, and appropriate follow-up. Medications are ordered by the provider as needed.

Armor includes monthly information on infection control topics in our comprehensive staff development and continuing education program. In addition to educational programs, we publish advisories on topics of special concern through in-house publications for medical and correctional staff.

Our Infection Control Coordinator, or designee, participates in Quality Improvement Committee meetings.

We provide the following services for the facilities upon request, at no additional cost:

- + annual TB skin test and referral;
- + tetanus antitoxin post exposure as indicated;
- + post-exposure emergency treatment and referral as medically appropriate until the staff member can be treated by the designated worker's comp provider, in the event of body fluid exposures;
- + emergency intervention for on-site injuries; and
- + emergency management plan for mass outbreaks of infectious diseases.

Our Infection Control Coordinator and staff are responsible for education and in-service presentations related to infection control issues for Armor Staff, NCSO Staff as well as for inmates. The objectives of our program are to:

- + educate personnel about the principles of infection control;
- + stress individual responsibility for infection control;
- + monitor and investigate potentially harmful infectious exposures and outbreaks in health services personnel and patients;
- + provide care to personnel for work related injuries and exposures;
- + identify infection risks and to ensure institution of appropriate preventive measures; and
- + prevent infectious diseases among patients and health services personnel and Sheriff's Office staff.

Our HSA and Infection Control Coordinator implement the program under the auspices of the Infection Control Committee. The Medical Director oversees activities and directs follow-up as needed.

***Respiratory Isolation.*** Medical staff will adhere to all aspects of respiratory isolation, including the use of personal protective equipment as medically indicated. All health staff working in the Infirmary / Respiratory Isolation cells will receive annual respirator fit testing in compliance with OSHA regulations for use of N-95 respirator masks. Personal protective equipment is supplied by Armor.

Patients are admitted to respiratory isolation upon order of the physician and receive treatment according to established Clinical Practice guidelines. Patients who are symptomatic for infectious respiratory illness are transferred to isolation. This includes patients with suspected tuberculosis infection. If care needed exceeds Armor's capability to render on-site, patients are transferred to the appropriate local hospital for in-patient care. Patients are discharged from isolation by the health care practitioner when medically appropriate.

Armor will operate the respiratory isolation cell for assigned patients in consultation with the jail maintenance provider and jail personnel. Negative airflow room logs are maintained to document staff monitoring. Airflow checks are conducted weekly, if the room is not used for respiratory isolation. If there is a patient admitted for respiratory isolation purposes, airflow checks are conducted daily.

All patients in respiratory isolation, will receive periodic visits from the physician and daily observation and care from assigned nursing staff. All patient encounters are documented in the medical record.

Armor will provide infection control reports to the FBSO upon request.

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### 31.1.10 Emergency Services

*The Respondent shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the County Sheriff's Office and Criminal Justice Center to the extent or degree required by County Sheriff's Office policies and procedures.*

Armor will establish an emergency plan that provides 24-hour emergency medical, dental, and mental health services. Services will include the following:

- + On-site emergency first aid and crisis intervention
- + Emergency evacuation of the inmate from the facility
- + Use of an emergency medical vehicle
- + Use of one or more designated hospital emergency rooms or other appropriate health facilities
- + Emergency on-call or physician, dentist, and mental health professional services are available 24-hours per day, when the emergency health facility is not located in a nearby community
- + Security procedures ensure the immediate transfer of inmates, when appropriate.

**Emergency Plan.** Armor will ensure a current and up-to-date emergency plan, specific to the jail, is developed and implemented. All staff will be oriented and trained regarding the aspects of the emergency plan. Armor conducts and documents emergency medical response drills that meets all national accreditation standards for evaluation and reporting. Emergency drills will be conducted on a quarterly basis at the jail, and include representation of all shifts at the various locations. The emergency plan will be coordinated with the facilities' emergency response plans for consistency.

Armor will also conduct "man-down" drills for emergency response situations at least annually during each shift. In addition, our staff will complete a written critique for each actual man-down incident and evaluate the response to the emergency. Results of these drills and critiques will be shared with medical staff and reviewed by the CQI committee for evaluation and training purposes.

In addition to conducting regular man-down drills for emergency response, Armor will ensure that medical and mental health personnel receive training for response to mass casualty or disaster incidents. Armor will work closely with the NCSO to implement the disaster plan and provide adequate on-duty and in-house medical coverage by qualified professionals during times of civil emergency.

We will provide a written emergency response plan which includes:

- + Practitioner onsite and in-house during emergency
- + Arrangement for appropriate mental health staff on-site

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- + Procedures for triage
  - + Arrangements with the pharmaceutical contractor and local pharmacies to provide an extra stock of pharmaceuticals and supplies to last through the event
  - + Recall plan for qualified medical and mental health professionals and staff
  - + Transportation plan for qualified professionals to reach the facility during inclement weather, poor road conditions
  - + Disaster preparedness training
  - + Plans for evacuation
  - + Coordination with community emergency services, including County EMS for emergency medical transport
  - + Armor will conduct mass disaster drills at least annually so that over three (3) years all shifts are included. Mass disaster drills and training will be coordinated with the FBSO Administrators and will include review of the FBSO's disaster plan.

Armor takes preparedness seriously. We embrace emergency planning and will work with the FBSO to integrate all aspects of communication, preparedness, deployment, action, and recovery. We have experience in planning for natural, biohazard, terrorism and medical pandemic disasters specific to the correctional environment.

All of Armor's clients have been impacted in different ways by the COVID-19 medical pandemic. Armor has implemented proactive processes and procedures in response to the Covid-19 pandemic at each of our contracted facilities. **We are incredibly proud of our COVID-19 response plan which we recently received a "Best Practices" grade at the Farmville Detention Center in Virginia.** Unlike many correctional facilities that experienced significant outbreaks of the illness in both the inmate and staff populations, our collaborative management and screening minimized illness within our sites, reduced risk to patients and staff, and provided a model for others to emulate.

**We have also added to our team, the corrections industry's first and only Chief Infection Prevention Officer, Dr. Raj Palraj of the Mayo Clinic.** Dr. Palraj applies his unrivaled knowledge to further improve the above standard strategies currently deployed to protect our patients from COVID-19 while also establishing programs that will fortify Armor's approach to avert future pandemics and infections our population of patients are especially susceptible to contracting and spreading."

Armor will work with FBSO and local EMS, hospital, ambulance, and other community participants in planning for disaster drills by making recommendations on the type of drill that meets medical accreditation standards and then by executing and evaluating the disaster drill. In making recommendations, we consider geographic location, level of threats, and specific needs of the site.

Armor engages in mass disaster drills, simulating emergencies involving multiple casualties that require triage by health staff. The events differ from year to year including diverse conditions and required responses such as natural disaster, large-scale accident involving inmates or officers, or other event such as fire, riot, or power outage. No less than one disaster drill is conducted annually. In addition, a man-down drill is conducted on each shift, at least annually.

We will participate in the observation and evaluation of the drill along with members of a FBSO appointed disaster drill committee. We will work with FBSO staff to ensure that objectives are written in measurable terms based on the NCCHC and ACA standards. We will document our evaluation focusing on medical services response and propose a corrective action plan addressing any observed deficiencies. The overall evaluation will be utilized in staff meetings for training purposes.

Each drill will provide the following benefits for health providers and the correctional agency:

- + Tests to ensure that all elements are met for an emergency
- + Identifies roles and responsibilities
- + Confirms access to equipment and resources
- + Tests existing agreements with related agencies
- + Informs media of corrections conditions, issues, and concerns
- + Identifies deficiencies for corrective action

When our sites have been directly impacted by disasters, we have demonstrated our capacity to mobilize state and nationwide resources and respond with transport of essential supplies, staffing support, and communications. We have experience in the delivery of medical services during hurricanes, tornados, and an epidemic. Armor has been called upon to assist in planning and response from federal and state correctional agencies during crises such as medical pandemics, hurricanes, fires, and earthquakes.

As an example of Armor's emergency response, throughout Southern and Central Florida, some of our clients were impacted by hurricanes in the area. Our response encompassed sheltering in place under lockdown, evacuation of one facility, and supplemental staffing. At every site, there was continuous service and rapid recovery to routine operations following the storm.

Armor's program of preparedness for major storms and other disasters is ongoing and a critical component of our inmate healthcare services. Our plan includes the requirements to maintain continuous operation of essential medical services. Necessarily, it anticipates the potential need for evacuation of medical housing unit patients, triage of casualties, and use of emergency medical vehicles.

### ***Emergency Response Training***

Armor's correctional health care personnel will be trained to respond to health-related situations within a four-minute response time. The training program will be conducted on an annual basis and will be established by the responsible health authority in cooperation with the facility or program administrator and includes:

- + Recognition of signs and symptoms, and knowledge of action that is required in potential emergency situations.
- + Administration of basic first aid
- + Certification in cardiopulmonary resuscitation (CPR) in accordance with recommendations of the certifying health organization
- + Methods of obtaining assistance
- + Signs and symptoms of mental illness, violent behavior, and acute chemical intoxication and withdrawal
- + Procedures for patient transfers to appropriate medical facilities or health care providers
- + Suicide intervention

Armor requires staff to complete a comprehensive emergency readiness training module, followed by a written test and demonstration of their skills in assessment of the patient and use of equipment. Formal emergency response evaluations of staff on each shift, are conducted at least annually. All of Armor's emergency training is predicated on Basic Life Support protocols. We have included our training module in ***Appendix E***, for your review.

#### **"Disaster Training, Behind Bars"**

In 2014, Armor (along with one of our clients) was highlighted on a news media website (Fox 13) in a segment titled, "Disaster Training, Behind Bars". In the video, we were praised for providing realistic training and education on the equipment and personnel needs that are mandatory to appropriately respond to a disaster in a jail. This training followed a County Jail explosion in Florida, which served as a significant reminder of how important our role is in providing safety and medical care to the inmates and staff during any emergency.

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## 31.2 Personnel Requirements

### 31.2.1 ADEQUATE HEALTH CARE PERSONNEL

*31.2.1 Adequate health care personnel required to provide those services listed in this RFP must be provided. Proposals must show a complete and detailed staffing arrangement, by degree of competency, which shall provide adequate support for the operation of the health care program. Staffing plans are to include showing the total number of employees full-time (36 hours per week on site) and part-time; position titles and license/certification; total number and positions per shift and on holidays. Proposal must include adequate health care personnel for twenty-four (24) hours, seven (7) days per week inmate health services. No more than 10% of Nursing Staff may be outsourced by Respondent. Respondent will make every effort to give existing onsite employees full consideration for employment in order to provide a continuity of care to utilize their experience and knowledge of our facility and operations.*

Armor will provide adequate health care personnel to perform the services listed in the RFP. A complete and detailed staffing arrangement, by degree of competency, with adequate support for the operation of the health care program. Our staffing plan includes the total number of employees full-time (36 hours per week on site) and part-time; position titles and license/certification; total number and positions per shift and on holidays. It also includes adequate health care personnel for twenty-four (24) hours, seven (7) days per week inmate health services. No more than 10% of Nursing Staff may be outsourced by Armor. We will make every effort to give existing onsite employees full consideration for employment in order to provide a continuity of care to utilize their experience and knowledge of our facility and operations. Please see Armor's proposed and alternate staffing plan provided in **Tab 3**.

### 31.2.2 PHYSICIAN SERVICES

*31.2.2 Physician services must be sufficient to provide the required needs of the inmates and assure medical evaluation/follow up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician, psychiatric, and dental on-call services with the availability for consultation and the ability to meet the onsite needs are required.*

*All patients potentially needing off-site emergency services will be triaged immediately. For emergent life-threatening scenarios, the local emergency response system (911) will be activated. For urgent scenarios where provider evaluation can be safely obtained the vendor will be responsible for providing the following services to ensure appropriateness of emergent and urgent off-site utilization:*

*When Provider is On-Site: If a provider is on site the patient will be evaluated by the provider prior to activating the emergency response system (911). If the on-site provider is the Medical Director/MD/DO they will determine the next level of care as well as the most clinically*

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*appropriate method of transportation to the next level of care. If the provider on-site is a mid-level provider the mid-level must obtain, at minimum, telephonic consultation with the Medical Director/MD/DO. Both the mid-level and the physician will concur on next level of care, on-site or off-site, as well as most clinically appropriate recommended method of transportation.*

*Vendors may offer telephonic or telehealth options for this consultation.*

*When No Provider is On-Site: During hours when no provider is present the on-call provider must be notified of emergent and urgent situations when the clinical staff feel that a higher level of care is indicated. If the on-call provider determines that a higher level of off-site care is indicated and the patient is not experiencing a life-threatening scenario, the vendor will provide a process for immediate evaluation of a second provider. The vendor will provide, at minimum, telephonic consultation with another Medical Director/MD/DO to provide concurrence or further recommendations of potential on site treatment options. The two providers will also concur, if necessary, on the most clinically appropriate recommended method of transportation. Vendors may offer telephonic or telehealth options using technology devices such as tablets, mobile devices or laptops for this consultation with the off-site provider.*

Armor's Physician services will be sufficient to provide the required needs of the inmates and assure medical evaluation / follow up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, we will ensure twenty-four (24) hour physician on-call services with the availability for consultation and the ability to meet the on-site needs are required. Our Physicians will also be available for communication via cell phone.

The Physician providing services at the facilities will maintain active medical staff membership with delineated clinical privileges at the Health System hospitals in Fort Bend County, Texas.

Armor will provide primary and preventive health care services in accordance with NCCHC standards. Our providers acknowledge that individuals entering the correctional setting may have had little or no prior medical, dental or mental health care. Our on-site physicians recognize and treat a variety of illnesses, many of which are identified at the time of the patient's admission to the correctional system.

Armor providers provide extensive primary care services, including internal medicine, dermatology, preventive care, basic orthopedics, minor office surgery, emergency and urgent care, chronic illness care for such conditions as diabetes, cardiovascular disease, COPD, seizure disorders, and other chronic illnesses. As primary care providers, they interact and collaborate with specialty care physicians where needed and make appropriate referrals.

We establish chronic illness clinics designed to provide stable, regular monitoring and treatment programs in keeping with national medical guidelines. Chronic clinics are provided regularly and care for patients with a variety of medical conditions, including, but not limited to:

- + Diabetes
- + Hypertension
- + Cardiovascular disease
- + Chronic pulmonary conditions,
- + HIV
- + Tuberculosis
- + Mood disorders
- + Psychotic disorders

Our providers establish individualized treatment plans at the time the patient's medical conditions are identified and may enroll a patient in the chronic illness clinic at any time during the incarceration. Armor's chronic disease management program is one of the most important contributors to successful medical outcomes within correctional settings. Our multidisciplinary focus on screening, prevention, early intervention, education, disease management, and self-care help to slow the progression of long-term conditions and limit damage to body systems and function.

Armor has developed several peer-designed and peer-reviewed guidelines for various chronic conditions. The guidelines serve as suggested approaches in the management of chronic disease. They are to be considered in the clinical care of the patient but do not replace solid clinical judgment. A goal of the application of clinical guidelines is the reduction of variability in the treatment of chronic disease across facilities and providers so that improved outcomes can be realized. Their application will be monitored in patients with chronic diseases. For the treatment of chronic conditions for which guidelines are not available, the application of standard medical practice is expected in order to achieve positive outcomes.

The guidelines contained in the manual are reviewed and updated as necessary. Clinicians are asked to bring new information or suggestions for the guidelines to their clinical director for consideration in updated versions.

Chronic disease management is documented in the medical record on Armor's Chronic Care Clinic Form.

## Other Services

The primary care practitioner works with medical and security staff in a variety of areas. In addition to daily care for patients and chronic illness monitoring the provider may also have oversight and involvement in the following:

- + Provider sick call
- + Infirmary care
- + On-call consultations with nursing or provider staff
- + Substance abuse issues
- + End-of-life and hospice care
- + Geriatric care
- + Care for juveniles in adult facilities
- + Working with disabled patients or those with mental handicaps
- + Patients with severe mental illness or other special needs
- + Death reviews
- + Creation of healthcare policies, procedures, protocols
- + Working with medical-legal situations such as hunger strikes, sexual abuse, compassionate release requests, risk management
- + Ordering and managing patient medications

Our providers receive support from our Chief Medical Officer in accomplishing all goals for the maintenance of a well-functioning medical unit. We recognize that the inmate / patient does not have his or her choice of physician, and we encourage our providers to develop appropriate patient relationships that support the primary care model.

**Telehealth.** Armor offers telehealth remote connection, testing, and implementation at our client sites. Armor's goal is to supplement the face to face visits with our providers with tele-medicine. By leveraging tele-medicine for specialty visits, we can provide more timely care to our patients while reducing FBSO incurred costs such as security and transportation. Additionally, telemedicine serves as a fall back / redundant resource should it be needed. Armor will work the FBSO to clearly define telemedicine and telepsychiatry hours of service vs. contract provider hours, as needed.

Armor includes in our offering for the FBDF a tablet-based telehealth program for enlisting a 2<sup>nd</sup> Opinion consult for non-emergent offsite utilization decisions when a higher level of care is potentially needed. For scenarios during times when no Provider is on-site and the clinical staff assess that a higher level of care is indicated, If after consultation with the on-call provider it is determined that a higher level of care is indicated and the patient is not

experiencing a life-threatening condition, Armor’s on-call provider and onsite clinical staff will utilize the tablet based telehealth solution to consult with an additional Armor Physician for a second opinion to provide concurrence or further recommendations of onsite treatment options, or if deemed necessary, referral to off-site care.

The two providers will also concur and agree on, if necessary, the appropriate method of transportation if the decision of offsite utilization is made.

Armor’s telehealth tablet solution will allow for a second opinion consult by Armor’s Regional Medical Director for all non-emergent off-site utilization decisions when our provider is onsite. The telehealth tablet will provide contact by the on-site physician with the patient and the Regional Medical Director for consult to determine next steps for care as appropriate.

#### **31.2.2.1 FIT FOR JAIL**

*Incoming inmates will be evaluated by nursing staff to determine if a “Fit for Jail” is needed before the inmate will be accepted into our facility. Any inmate who is brought into the Fort Bend County Jail by an outside arresting agency and medical staff have determined the inmate will need a Fit for Jail from an outside source, prior to being accepted as an inmate, the outside arresting agency will be responsible for the cost of the Fit for Jail. All outside agencies shall be billed directly from the medical facility where the arrested person is taken to obtain the Fit for Jail.*

Incoming inmates will be evaluated by nursing staff to determine if a “Fit for Jail” is needed before the inmate will be accepted into our facility. Any inmate who is brought into the Fort Bend County Jail by an outside arresting agency and medical staff have determined the inmate will need a Fit for Jail from an outside source, prior to being accepted as an inmate, the outside arresting agency will be responsible for the cost of the Fit for Jail. All outside agencies shall be billed directly from the medical facility where the arrested person is taken to obtain the Fit for Jail.

#### **31.2.3 NURSING SERVICES**

*31.2.3 Nursing services must be available to provide for the following:*

*31.2.3.1 Medical unit coverage at all times including medication round time periods;*

*31.2.3.2 24-hour intake screening including medical history forms on all inmates at the time of admission;*

*31.2.3.3 Health Assessments on all inmates within fourteen (14) days after booking;*

*31.2.3.4 Medications as prescribed;*

*31.2.3.5 Sick call triage and follow-up on a daily basis to include weekends and holidays;*

*31.2.3.6 Appropriate and timely responses to medical needs and emergencies; and*

*31.2.3.7 Physician support services.*

Nursing services will be available to provide for the following:

- + Medical unit coverage at all times including medication round time periods;
- + 24-hour intake screening including medical history forms on all inmates at the time of admission;
- + Health Assessments on all inmates within fourteen (14) days after booking;
- + Medications as prescribed;
- + Sick call triage and follow-up on a daily basis to include weekends and holidays;
- + Appropriate and timely responses to medical needs and emergencies; and
- + Physician support services.

### **31.2.3.8 Mental Health Services**

#### *Mental Health Services.*

Armor's nursing services provide care to patients based on NCCHC and ACA standards, Texas Board of Nursing Scope of Practice, and accepted community standards. We agree to provide general nursing care for the inmate population at Fort Bend County Jail facilities.

Nurses are the foundation of Armor's health services program and are heavily relied upon to communicate all patient concerns to our Medical Director and provider staff. Nursing care begins at the booking sally port and continues throughout the patient's journey and stay, including discharge to the community. Nursing services are the foundation of our booking, intake, sick call, chronic care, medical observation, and drug and alcohol withdrawal monitoring programs.

Our robust recruiting and hiring process includes evaluating individual nurse's skills, experience, and expertise in working autonomously and demonstrating critical thinking skills. Once a nurse is hired, our comprehensive orientation training program ensures each staff nurse possesses the necessary assessment, evaluation, and treatment skills commonly required in the correctional health care setting. Specific areas that require competence include recognizing and acting upon symptoms of alcohol and drug withdrawal, early identification and treatment of wounds, phlebotomy and IV infusion skills, rapid and effective response to emergency situations such as altercations, seizures, use of illicit contraband, and injuries resulting from recreation.

Armor's provider staff work in tandem with nursing staff to develop an individualized treatment plan for our patient population. Based on physician orders, our nursing staff follow and execute care as ordered, on a twenty-four hours per day, seven day per week basis. During times our provider staff are not physically present in the facility, our nursing staff are in communication with medical and behavioral health staff to ensure our patients' needs are met, regardless of the day or hour.

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Armor has extensive experience in staffing and providing nursing services at correctional facilities. Our recommended staffing matrix (**Tab 3**) is designed to meet the needs of patients housed at FBDF facilities.

Nursing services will include:

- + Medical unit coverage at all times, including sick call and medication administration periods at the facilities;
- + 24-hour intake screening, including medical histories and tuberculosis testing on all inmates at the time of admission at the Jail;
- + HIV testing as directed by court order;
- + Health Assessments on all inmates within fourteen (14) days after booking at the facilities;
- + Distribution of medications as prescribed at the facilities;
- + Sick call triage and follow-up on a daily basis to include weekends and holidays at the facilities;
- + Appropriate and timely response to inmate medical needs and emergencies at the facilities;
- + Physician, nurse practitioner, and physician assistant support services at the facilities;
- + 24-hour infirmary care at the Jail as needed; and
- + 24-hour application and removal of stiches / suture as needed.

#### **31.2.4 PSYCHIATRIC TECHNICIAN – CPEP**

*The Psychiatric Technician works under the supervision of a licensed nursing personnel or designee to provide direct care services to patients who may present with a mental health and/or intellectual developmental disabilities. The Psychiatric Technician should maintain a safe and secure environment for all patients in crisis environment and provide support services to nursing and clinical treatment teams. The position may also perform delegated nursing tasks and therefore would be under the supervision of a licensed nurse personnel when performing tasks.*

Armor will provide a Psychiatric Technician that works under the supervision of a licensed nursing personnel or designee to provide direct care services to patients who may present with a mental health and/or intellectual developmental disabilities. The Psychiatric Technician will maintain a safe and secure environment for all patients in crisis environment and provide support services to nursing and clinical treatment teams. The position may also perform delegated nursing tasks under the supervision of a licensed

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nurse personnel when performing tasks. Please see **Appendix C** for additional details on the Psychiatric Technician duties and responsibilities.

### **31.2.5 SUFFICIENT CLERICAL STAFF**

*The Respondent shall provide sufficient clerical staff to support the medical contract. This includes participation in regular and irregular financial audits that may be conducted by the Fort Bend County Auditor or contracted auditing firm.*

Armor will provide sufficient clerical staff to support the medical contract. Please see our proposed and alternative staffing plans provided in **Tab 3** for proposed clerical staff.

### **31.2.6 REPLACEMENT OF PERSONNEL**

*The County Sheriff or his designee may request replacement of any Respondent personnel believed unable to carry out the responsibilities of the contract. The County Sheriff or his designee shall approve all appointments to the position of the Health Services Administrator, Director of Nursing, Site Mental Health Director and Site Medical Director.*

Armor understands that the County Sheriff or his designee may request replacement of any Armor personnel believed unable to carry out the responsibilities of the contract. We further understand that the County Sheriff or his designee will approve all appointments to the position of the Health Services Administrator, Director of Nursing, Site Mental Health Director and Site Medical Director.

### **31.2.7 WRITTEN JOB DESCRIPTION**

*Written job description and protocols to define specific duties and responsibilities for all assignments must be provided to the Contract Administrator.*

Armor will provide written job description and protocols to define specific duties and responsibilities for all assignments will be provided to the Contract Administrator. **Sample job descriptions for our proposed positions are provided in Appendix C.**

### **31.2.8 AVAILABILITY OF PRESCRIBED MEDICATIONS**

*The Respondent shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written for all formulary approved medications and twenty-four (24) hours for all non-formulary medications except where such medications are not readily available in the local community.*

*Pharmaceutical services shall be consistent with State and Federal regulations and must be monitored by a licensed qualified pharmacist.*

Armor will partner with Diamond Pharmacy to provide pharmaceutical services and ensure the availability of prescribed medications within eight (8) hours of the order of issue being written for all formulary approved medications and twenty-four (24) hours for all non-formulary medications except where such medications are not readily available in the local community. Pharmaceutical services shall be consistent with State and Federal

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regulations and must be monitored by a licensed qualified pharmacist. **Please see Section 31.3.9 below, for a description of Armor’s Total Pharmaceutical Services.**

### **31.2.9 ADMINISTERING AND STORAGE OF PHARMACEUTICALS**

*The Respondent shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates.*

Armor will provide prescribed medications and maintain control and accountability for all medications and sharps. Armor and Diamond implement procedures for managing controlled substances on-site. Our system features approved storage, inventory tracking with logs at shift change, a patient-specific proof-of-use record, disposal, and accountability for chain of custody and disposition. Records related to controlled substances will be maintained in accordance with facility policy, and State and Federal regulations.

Armor will ensure that medications are distributed according to correctional and pharmaceutical standards and regulations:

- + Each prescription will be labeled appropriately in accordance with applicable regulations, and, at a minimum, have the date, pharmacy prescription number, patient name, name of drug, strength, amount dispensed, directions to the patient for use, prescriber name, and other pertinent information
- + Medications will be passed by health personnel who have been trained and licensed to do so
- + Administration of medications or their refusal will be recorded on individual patient logs
- + For security reasons, patients on abusable medications such as narcotics / Schedule II medications will be directly observed to ensure that the medications are taken and not hoarded. Other medications will be added to the direct observation list as directed by the medical director.

Staff administering medications will have training in the preparation of drugs for administration, medical terminology, inventory management, governing laws, regulations, and legislative changes, generic and brand name medications compounding, dosage forms and routes of administration for medications. They will be taught the actions of drugs on the body, toxicology, and safe administration of medications. They will demonstrate a basic understanding of the underlying mechanism of disease, the rationales for designated treatments and the complex interrelationships among body systems.

Armor’s HSA will regularly review medication administration management to ensure medication schedules are being consistently maintained and to evaluate the appropriateness of treatment regimens with facility physicians as necessary.

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The pharmacist who conducts onsite pharmacy inventories will hold current certification and licenses as required by the State of Texas Board of Pharmacy.

### **31.2.10 RECORDING OF ADMINISTRATION OF MEDICATIONS**

*The Respondent shall provide for the recording of the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.*

Armor health trained personnel will record the administration of medications on the electronic Medication Administration Record (eMAR) to monitor patient compliance with the prescribed regimen. We will document in the eMAR if the patient's ordered medication was not administered, and the reason for the omission. We will ensure that trained healthcare personnel follow the facility crush, open, or pour policy.

We will ensure that recording of the administration of medications are conducted in a manner and on a form approved by the Medical Director to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered, and the reason will be documented. There will be no self-administration or "keep-on-person" medication system.

### **31.2.11 ROUTINE AND EMERGENCY DENTAL CARE**

*The Respondent shall provide routine and emergency dental care for each inmate under the direct supervision of a licensed dentist and shall establish a defined scope of available dental services including emergency dental care which includes the following:*

*31.2.11.1 A dental screening conducted within 14 days of admission, unless completed within the last six months, conducted on initial intake with instructions on dental hygiene.*

*31.2.11.2 A dental examination by a dentist within 12 months of admission, supported by diagnostic x-rays, if necessary.*

*31.2.11.3 A treatment plan with x-rays for those inmates who request care with more than 12 months detention.*

*31.2.11.4 A defined charting system that identifies the oral health condition and specifies the priorities for treatment by category.*

*31.2.11.5 Development of an individualized treatment plan for each inmate receiving dental care.*

*31.2.11.6 Consultation and referral to dental specialist, including oral surgery, when necessary.*

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Armor's onsite dental program will be administered under the direction of a Director of Dental / Oral Surgery Services which will include dental services to address dental injury and pain, to eliminate infection and diseases, to address any necessary emergency dental treatment, and to provide limited preventive dental care. Armor will conduct a dental screening and examination on each inmate during the initial medical screening, in compliance with NCCHC and ACA standards. Our Director will provide on-call services sufficient to provide for emergencies. Our dentists provide service consistent with CDC, ADA, OSHA, and all applicable standards, for the entire inmate population. We will schedule routine dental sick call, and our staff will refer the patient to dental services as needed. Dental records will be maintained as part of the inmate's medical record.

During the intake screening process, medical staff will screen for pre-existing acute dental problems to ensure that patients who require immediate dental care are identified. Routine dental care is scheduled as appropriate.

Armor will conduct an oral screening as part of the comprehensive health assessment within 14 calendar days of admission to the FBDF. Our staff will refer the patient to dental services as needed. If an emergency condition exists, our dentist will respond in a timely manner. Dental screening will include charting decayed, missing and filled teeth, taking a dental history of the inmate, and creation of a dental treatment plan as needed.

Armor's staffing plan includes appropriate staffing to provide an oral examination by the dentist for inmates within 12 months of incarceration, and annually thereafter. Annual dental examinations will be performed as required on each sentenced inmate according to ACA, Texas Minimum Standards for Local Detention Facilities, and NCCHC Standards.

Armor includes complete dental policies and procedures in our site-specific manual. Services include:

- + Dental examination, including the charting of decayed, filled, or missing teeth
- + Complete dental history
- + Radiographs as needed to support the treatment plan
- + Extractions and temporary fillings
- + Annual dental cleaning
- + Maintenance of pre-existing orthodontic devices
- + Dental procedures and appropriate medication for the treatment of pain and drainage
- + Temporary fillings
- + Repair of lacerations

- + Treatment of trauma
- + Restorations or dentures when medically necessary
- + Appropriate referral for oral surgery as required

**Oral Screening.** Armor will maintain a system for the oral screening of inmates prior to or in conjunction with the health assessment / physical exam, within 14 days of receiving screening. This oral screening may be conducted by nursing staff or other health staff who are trained by the dentist to visually identify gross abnormalities of the teeth and gums, to identify swelling and infection, and to respond to an inmate's complaint of acute dental pain. Antibiotic and analgesic orders will be initiated by nursing based upon a verbal or telephone order by the dentist or physician. Nursing will not initiate legend medications from a generic standing order. The dentist will also participate in the development of the formulary to ensure that dental is represented in the areas of antibiotics, analgesic, and other items such as rinses that may only be available by prescription.

**Priority of Dental Treatment.** Dental services will be focused on emergency treatment for acute pain, swelling and infection. Restorative care such as routine fillings will be available on a limited basis depending upon availability of the dentist. Individuals with prolonged lengths of stay that may be up to a year, or more, will be given priority for restorative care. An oral examination will be performed by a dentist within 12 months of admission. Dental lab services will be available through Armor but utilization will be minimal with focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly. Partials will be given priority for mastication rather than aesthetics and temporary devices may be provided, e.g. a "flipper."

### **31.2.12 TRAINING ON BASIC JAIL ORIENTATION**

*Respondent employees will be required to attend training on Basic Jail Orientation, radio procedures, interpersonal communication skills and other security topics made available several times each year by the Sheriff's Office. The total classroom time for these subjects is approximately ten hours per FTE and the Respondent shall be responsible for employee wages and/or overtime necessary to fulfill this requirement.*

Armor employees will attend training on Basic Jail Orientation, radio procedures, interpersonal communication skills and other security topics made available several times each year by the Sheriff's Office. We understand that the total classroom time for these subjects is approximately ten hours per FTE and the Armor will be responsible for employee wages and/or overtime necessary to fulfill this requirement.

### **31.2.13 TESTIFY IN COURT**

*Respondent personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime associated with this obligation will be the responsibility of the Respondent.*

Armor personnel will be made available should they be subpoenaed to testify in court regarding medical treatment. Overtime associated with this obligation will be the Armor's responsibility.

#### **31.2.14 COMPLY WITH ALL SHERIFF'S OFFICE POLICIES**

*Respondent will be required to comply with all Sheriff's Office policies, procedures, protocols and post orders.*

Armor will comply with all Sheriff's Office policies, procedures, protocols and post orders.

### **31.3 Care and Treatment Requirements**

#### **31.3.1 ON-SITE EMERGENCIES AND ACUTE HOSPITAL SERVICES**

*The Respondent shall provide for twenty-four (24) hour a day emergency health care services to include on-site emergencies and acute hospital services with one physician or more health care providers.*

Armor will provide twenty-four (24) hour a day, seven (7) days per week emergency health care services to include on-site emergencies with one physician or more health care providers. On call services will be provided required 24/7. If an inmate's medical condition(s) warrants it, Armor will ensure that the physician is available to come on-site.

#### **31.3.2 HOURS FOR ROUTINE NURSE SICK CALL**

*In addition to twenty-four (24) hour a day emergency services coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical services to be seen within twenty-four (24) hours from the time of the request for such services.*

Nurse triage and treatment of inmate sick call requests under nursing assessment protocols approved by the Health Services Administrator and Site Medical Director will be provided daily. Medical staff will accept medical requests from the sick call slips for non-emergency health care, or on request.

Registered nurses will review and triage the medical requests during a face-to-face encounter with the patient within 24 hours of receipt of the request. Our staff documents each request in the medical record, entering the date and time received, date and time of triage, type of request, and disposition. Any inmate with a request suggesting that the problem may be of an emergent nature (e.g., chest pain, breathing difficulties) will receive immediate attention in the clinic. Most sick call requests may be addressed by nursing staff during the face-to-face triage process, however, if the patient's complaints cannot be treated with established protocols the patient will be referred to the next higher-level provider clinic for further screening, diagnosis, and treatment. Patients who have been seen a minimum of two (2) times for the same problem will also be referred to the provider.

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Emergent referrals will be treated immediately by the provider, urgent referrals will be completed within 24 hours of referral to the provider. Routine referrals will be seen by the provider within seven days.

### **31.3.3 A WRITTEN MANUAL OF STANDARDIZED POLICIES AND PROCEDURES**

*A written manual of standardized policies and defined procedures, approved by the Site Medical Director and the Facility, must be reviewed at least annually and revised as necessary under the direction of the health care authority and with the approval of the facility.*

Armor will provide a site-specific policy and procedure manual, which adheres to all requirements and standards, as stated in the RFP. Each policy is based on requirements of NCCHC, ACA, AMA, and Texas Criminal Justice standards. This manual will be presented to the County Sheriff for written approval prior to implementation.

Armor will maintain a copy of the approved policy and procedure manual in the medical unit and other locations, as necessary, where medical services are provided, for use as a reference guide and training resource.

Each policy and procedure will be reviewed annually and signed by the medical director, HSA, and County Sheriff with review by the Contract Administrator. Any protocols, policies, or procedures that apply to facility security will detail the involvement of the health care unit, the medical staff, and the administrative staff.

Armor employees will be responsible for practicing in accordance with policies and procedures and must review the manual upon employment and when revisions are made. The employee is required to sign the staff acknowledgment form contained in the administrative copy of the Policy and Procedure Manual.

Armor continuously monitors accreditation standards and applicable regulations. We issue updates to our clients and staff whenever:

- + there is a material change in existing standards or regulation;
- + each time an Armor program receives consultation from an accrediting agency, or
- + a “best practice” is identified from among our contracts that could be implemented in other locations.

The table of contents of Armor’s Policy and Procedure Manual is included, as a sample, in **Appendix D**.

### **31.3.4 LABORATORY AND X-RAY SERVICES**

*The Respondent shall provide for necessary laboratory and x-ray services. All abnormal laboratory and x-ray results are to be reviewed and signed by a physician with a follow up plan of care outlined as needed.*

Armor will provide necessary laboratory and x-ray services 24 hours 7 days a week. We will perform any routine laboratory tests at our discretion that can appropriately be conducted inside the jail. When it is necessary to use outside laboratory services, Armor's on-site health care personnel will draw all specimens and prepare them for transport to the appropriate laboratory. All specimens will be collected in accordance with accepted laboratory standards. They will be properly stored and labeled prior to being sent out for processing.



All results, when returned, will be checked by the nurse on duty. The results will first be forwarded to the staff physician for reading and then filed as part of the inmate's medical record. The physician will be notified immediately by the nurse if any grossly abnormal lab value is detected. We will require all abnormal laboratory and x-ray results to be reviewed and signed by the physician and include a follow up plan of care as needed.

Routine x-rays may be performed within the institution by a certified x-ray technician using mobile x-ray equipment. This would eliminate the transportation and security costs associated with sending inmates to outside facilities for x-rays.

Armor intends to partner with Garcia Labs for laboratory services. **Please see the Letter of Intent (LOI) provided in Appendix G.**

### **31.3.5 Mental Health Services**

*The Respondent shall provide for mental health services which shall include as a minimum:*

#### **31.3.5.1 SCREENING FOR MENTAL HEALTH PROBLEMS**

Screening for mental health problems on intake as provided in NCCHC, ACA and TCJS standards.

Armor will provide Screening for mental health problems on intake as provided in NCCHC, ACA and TCJS standards.

As part of the intake screening, we will complete a structured interview with each inmate to determine the following behavioral health indicators:

- + History of hospitalization and outpatient treatment;
- + Current psychotropic medication;
- + Suicidal ideation and history of suicidal behavior;
- + Drug usage;
- + Alcohol usage;
- + History of sex offenses;

- + History of sexual victimization/abusiveness;
- + History of expressively violent behavior;
- + History of victimization due to criminal violence;
- + Special education placement and history of cerebral trauma or seizures;
- + Orientation to person, place, and time;
- + Screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability);
- + Emotional response to incarceration;
- + Identification of high profile or “shocking” crimes or charges; and
- + Identification of first-time incarcerations.

Armor approaches behavioral health from a whole-person and total-system perspective, in accordance with NCCHC Standards.

We emphasize the integration of clinical and behavioral health teams to improve early identification and treatment of potentially dangerous acute and chronic conditions.

We have developed a proprietary risk scoring methodology, which combines criminogenic, substance use and behavioral health symptoms to prioritize care. The risk scoring algorithm works in conjunction with the JMS arrest data to provide intake professionals with prompts alerting to the required levels of care.

Starting at the pre-intake process our professionally trained staff assess, ask, listen, probe, and respond to individual responses of each inmate. We proactively encourage and assist your staff in communicating with us their concerns about individual patients.

Our comprehensive intake instrument consists of subjective and objective assessments, which promptly identify risk factors of newly detained patients and escalates the need for further interventions.

Critical to the delivery of safe and outcome-promoting treatment is the blend of individual clinical expertise and interventions, clear role definitions and a vigorous escalation pathway for unique circumstances and conditions.

We accomplish the blend of elements by using staff of multiple credentials in an engineered design. Our model is based on the core elements of the “Collaborative Care” model (University of Washington, AIMS Center). This team-based care construct structures roles, systematic case reviews, escalations, and defines how medical and behavioral staff of varying credentials work with each other effectively. Additionally, we draw upon our relationship with The National Council for Behavioral Health, particularly, the involvement with a soon-to-be-released paper entitled, “Making the Case for High-Functioning, Team-Based Behavioral Healthcare.” **We wholeheartedly believe that in order to provide**

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**comprehensive and superior patient care, multidisciplinary collaboration on every level is essential.**

**In serving FBDF, with our team-based construct in mind, our program works as follows:**

The mental health professional becomes the frequent eyes, ears, and liaison for clinical staff to create greater clinical impact.

Behavioral clinical staff at the front lines typically consists of a master's level Licensed Clinical Social Worker or Licensed Professional Counselor, supported by tenured clinical leadership, who provide support and consultation for difficult clinical scenarios. Specific skills for the jail environment are taught, tested, and most importantly are supported by well-defined, easy-to-use escalation pathways.

Our behavioral and medical clinical staff utilize and rely on each other for greater observational impact and intervention capability. At Armor, we strongly disagree with the "Silo" mentality that is often observed in correctional settings, which includes comments such as, "that's the behavioral health staff's issue, not medical," or, "Behavioral health doesn't deal with medical issues..." Instead, psychiatry is managed in a way that complements and is an integral part of a comprehensive behavioral intervention. This produces a more responsive, targeted input from this resource.

A blend of Psychiatric services provided by onsite Psychiatrists and / or Psychiatric Nurse Practitioners is supported by an escalation pathway for team consults. Additionally, telepsychiatry services-using Armor's team-based, role-defined clinical model are dialed into the clinical intervention as a quick and responsive resource to complement and / or at times, substitute for onsite psychiatry, if desired.

Our treatment philosophies include:

- + **Proactive:** early identification of dangerous acute and chronic conditions to allow for quick interventions.
- + **Non-disruptive:** continuity of care is essential for ensuring that effective treatments in the community are maintained upon incarceration.
- + **Nearby, easily accessible behavioral resources:** using a multi-credentialed behavioral health team, including psychiatric services, leads to a more customized resource application to the inmate population.
- + **Team:** we believe all are a part of the "team." We listen, respond, and jointly design treatment plans that address the unique needs of our patients.

Armor's comprehensive approach to inmate service requirements, including mental health and psychiatric related care, is reflected in our use of the term "**Behavioral Health.**" We believe our responsibility to our patients should not be limited to those who present with a narrow definition of mental illness, such as those meeting DSM-5 criteria. Instead, we

accept the challenge of addressing maladaptive behaviors, including self-harm, episodes of situational depression and emotional states, that require our attention. Our staff is experienced in developing behavior modification plans that specifically address maladaptive symptoms and mitigate risk. This broad understanding and professional mission are essential to maintain a safe and stable environment for our patients and all correctional facility staff.

**Maintain correctional inmate, staff, and facility safety.** We understand the critical importance of maintaining a safe environment for both inmates and for staff. We work in partnership with security staff to identify inmates at risk throughout their incarceration. Adopting a collaborative, confident and compassionate approach, our Qualified Mental Health Professionals (QMHPs) whose training enables utilization of risk assessment, behavior management, and behavioral health evaluation, in addition to therapeutic programming contributes to a safe and therapeutic environment. This is a significantly greater level of scope than tasks performed by mental health counselors used by some of our competitors in the industry. We offer relevant and beneficial training for correctional officers and other designated staff. Our training programs include suicide prevention, crisis intervention and de-escalation, identification of behavioral health issues, recognition and management of the mentally ill in jails as well as management of personality disordered detainees. All training programs incorporate and highlight suicide awareness and trauma-informed care.

**Extend the continuum of inmate behavioral services facility-wide.** We are committed to establishing a broad range of behavioral health services to meet the comprehensive needs during any stage of an inmate's incarceration. Our multidisciplinary team is patient-centered and includes the security staff, whose observations and interactions are crucial to the development of a safe and seamless treatment approach that is not tied to a specific location in the facility, but rather a continuum of safe and consistent care throughout the facility. Our QMHPs coordinate this process through effective training and communication with both security and the medical professionals.

**Promote continuity with community behavioral services.** We understand the role of inmate care within a full and continuous range of community services. We provide support and treatment during incarceration and also seek post-incarceration solutions for treatment with the objective of ensuring continuity of care by stabilizing patients, diverting them to other settings when appropriate, and reducing the incidence of re-arrest.

Armor's behavioral health program meets all NCCHC, ACA, and Texas standards of care.

Armor organizes all staff and behavioral health services under a multidisciplinary treatment team approach that features leadership by a licensed, board-certified psychiatrist, and overall coordination by qualified mental health professionals (QMHPs).

We involve all institutional staff, especially custody staff, assigned to medical and behavioral health units. Through daily communication and interaction, we solicit referrals,

reports, and observations that yield not only requests for service, but enhance understanding and appreciation of each patient's progress and level of function. Armor seeks this valuable input from the unit officers when making decisions about best practices to help the patient and keep the facility safe. **Armor's training for security staff supports this multidisciplinary approach by equipping officers with basic understanding of major mental illness, personality disorders, identification of suicide risk factors, crisis intervention and tactical recommendations related to interactions with the severely mentally ill.**

Our multidisciplinary teams are designed to operate as follows:

- + The psychiatrist, in consultation with Armor's medical and clinical resources, approves behavioral health policies, procedures and clinical guidelines.
- + The psychiatrist reviews evaluations and assessments completed and referred by our QMHP and implements psychiatric evaluations as needed.
- + Working in collaboration with our QMHP and the patient, the psychiatrist reviews treatment plans developed for those patients receiving behavioral health services.
- + All psychotropic medications are prescribed by the psychiatrist, a psychiatric nurse practitioner, or appropriately licensed specialty prescriber under the supervision of our psychiatrist. Patients on medications are scheduled for regular behavioral health clinic visits and monitored for compliance and effectiveness. Armor meets with community providers to review psychotropic formulary recommendations.
- + All staff members, including security staff, are encouraged to refer inmates to the Behavioral Health team for further evaluation. Our QMHP triages all referrals promptly and ensures that all referrals are scheduled according to level of urgency.
- + Behavioral health training, including suicide prevention, crisis intervention, recognition of mental illness, medications, and behavioral health issues, is provided during orientation of new medical and jail security staff, annual updates for medical staff, and periodic training for correctional officers. Armor reinforces awareness of behavioral health issues for all staff by distributing written materials and providing behavioral health briefings when needed.
- + The QMHP team reviews cases with correctional staff with an emphasis on segregated inmates, severely mentally ill patients, those considered a risk to self or others, and those with essential behavioral health service needs following release.
- + By working closely with community providers, we develop lines of communication, including documentation of patient consent, exchange of records, and periodic meetings to build continuity of care. During the intake process, our screening nurses refer any person reporting previous or current community-based treatment to our QMHP team.

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- + Armor requests behavioral health records within one business day for intakes occurring during weekdays and within 48 hours for non-emergency intakes occurring over the weekend. Our goal is to ensure that patients already in treatment are identified, medications are promptly verified, and that our staff is fully informed of the patient's treatment plan, as well as the patient's level of treatment compliance prior to entering the facility.

***Use and Monitoring of Psychotropic Drugs.*** Armor's behavioral health services include psychotropic medication management under psychiatric supervision when required to prevent decompensation, provide continuity of care, and for stabilization. To ensure that the utilization of psychotropic medication is appropriate, our program is guided by the following principles:

- + Only a Psychiatric Medical Provider (psychiatrists or advanced psychiatric nurse practitioner) may prescribe psychotropic medications.
- + A psychotropic formulary will be established for providers to use as a guideline.
- + A process for submission and review of non-formulary requests will be implemented.
- + Protocols for maintaining continuity of medications on admission will be established.
- + Psychotropic medications are prescribed only when clinically indicated, based upon a psychiatric evaluation utilizing diagnostic criteria set forth by the American Psychiatric Association in the Diagnostic Statistical Manual (DSM-5).
- + Procedures are in place to provide for the administration of emergency psychotropic medications, which may be indicated when a patient is in crisis and include follow-up evaluations conducted by a psychiatric medical provider.
- + A schedule of periodic psychiatric visits is established to ensure that patients receiving medications are monitored medically at intervals appropriate for the patient and the medication prescribed.
- + Patients receiving medications are observed by multidisciplinary staff to detect non-compliance and issues related to the patient's adjustment to the medication.
- + All patients receiving medications grant consent that is specific to the medication and receive specific information and orientation to the medication.
- + Patients who participate in counseling, and who could benefit from medication education, are enrolled in counseling designed to inform patients and achieve high levels of compliance.
- + Alternatives to medication that emphasize patient self-reliance, improved coping, and understanding of mental illness are available as an evidence-based, recognized

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approach to minimizing the number of patients on psychotropic medication, and to avoid any patient behavior that seeks to replace an illicit substance with a psychotropic medication without meeting any diagnostic criteria for a recognized mental illness.

- + Armor’s on-site QMHP will screen inmate requests for psychiatry and will coordinate with the facility medical providers, including nurses and physicians, to ensure compliance with these principles.

***Use and Monitoring of Segregation or Confinement.*** Rounds will be conducted at least three times a week and documented to ensure that each segregated inmate has access to the health care system for both their medical and mental health needs. These screening rounds are documented and when resulting in a clinical encounter, a progress note will be completed and made part of the patient’s medical record. Inmates within segregation have the same access to health care as the general population, and sick call shall be available on the same frequency.

Armor assigns nursing coverage for inmates assigned to disciplinary segregation. Our QMHPs also monitor inmates that are assigned to solitary confinement at least once a week which is documented using a standard Armor form. The professional records comments made by the inmate, observation of inmate response to staff, a summary of mental status including detailed observations on a checklist, description of status, and recommendations. The form is integrated into the electronic medical record and includes the professional’s signature, date, and time.

Armor is vigilant in promoting a safe environment for our mental health patients, especially those with serious mental illness, as a central strategy for supporting correctional officers in maintaining overall facility safety. Our approach includes not only the required evaluations built into our suicide and self-injury prevention plan, but also the assignment of any mental health patient to disciplinary segregation. We respond promptly to notification by officers, or as prompted by “triggers” in our electronic health record, to provide a professional mental health assessment, which is concurrent with the assignment of the patient to disciplinary housing.

Armor’s behavioral health team has designed a form specifically to record our individual treatment plan for special needs mentally ill patients. Diagnostic impressions and the psychotropic medications prescribed are recorded. In columns that permit problem-specific plans, our staff will complete a checklist of problem areas and list any others observed. Behavior and symptoms are noted with specific treatment objectives and expected outcomes. For each set of behaviors and symptoms, specific treatment interventions are selected or defined, including the responsible staff identified. Staff assigned may include members of the behavioral health team, other Armor staff, community partners, and others. As the interventions are scheduled and completed, the dates are recorded. Each behavioral health treatment plan is signed by the behavioral

health clinician and the patient. Space is provided to document review, revisions, and changes.

***Substance Use Programs and Treatments.*** The prevalence of substance use among incarcerated persons demands both dedicated treatment resources and integration with behavioral health services. However, the short average term of incarceration complicates the delivery of effective treatment. We have designed an integrated substance use program that is integral to Armor’s overall inmate medical program.

Armor emphasizes non-medical strategies that have promoted successful re-entry for inmates with substance use issues. As a result, the following substance use services are already included in Armor’s core medical and behavioral health services:

- + **Substance Use Screening** – In addition to the intake medical screen, Armor’s health assessment and History and Physical Examination encompasses substance use. Accordingly, referrals to both inmate behavioral health and substance use services could be made at that time.
- + **Recovery focused, community-based involvement** – When appropriate and with the approval of facility supervisors, Armor will continue any involvement of Alcoholics and Narcotics Anonymous groups currently meeting at the facility. In addition, we assist in coordinating other community stakeholders, who are cleared for work in correctional facilities. We engage organizations that are trained and equipped to strengthen the links to community programs. This is essential to connect our facility-based intervention through engagement in recovery support and education following release.
- + **Medical intervention and detoxification** – Armor provides medically supervised detoxification in the medical unit. Treatment may include medically assisted detoxification and medical oversight of the withdrawal process for all patients. Full multidisciplinary involvement is essential to maintain safety for the patients, who face both medical and behavioral health-related risks, especially when admitted to facilities while intoxicated.
- + **Staff training** – As part of in-service education for our medical services staff, Armor delivers specific training focused on the treatment of substance use, especially co-occurring disorders. Participants learn the meaning of the term dual diagnosis and co-morbidity and examine the impact on the individual and the facility that must house them safely. We review how to identify the signs and symptoms of co-occurring disorders and their etiology. Co-occurring disorders are among the most difficult to manage in the correctional setting. Therefore, training in the proper management and treatment of the co-occurring presentation has become imperative.

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- + **Patient education and referral support** – Armor QMHPs address substance use disorder issues as frequently as appropriate when advising patients who present with co-occurring substance use. While specific substance use disorder counseling for patients without a behavioral health diagnosis is rarely possible given the behavioral health caseload, it is important that any behavioral health patient who may benefit from information and assistance in identifying treatment alternatives following release receive information and encouragement. Likewise, in sick call and chronic care clinics, when patients request information or report concerns and issues related to substance use, our nurses are trained and well-equipped to present information and patient consultation.

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delivers specific training focused on the treatment of substance use, especially co-occurring disorders. Participants learn the meaning of the term dual diagnosis and co-morbidity and examine the impact on the individual and the facility that must house them safely. We review how to identify the signs and symptoms of co-occurring disorders and their etiology. Co-occurring disorders are among the most difficult to manage in the correctional setting. Therefore, training in the proper management and treatment of the co-occurring presentation has become imperative.

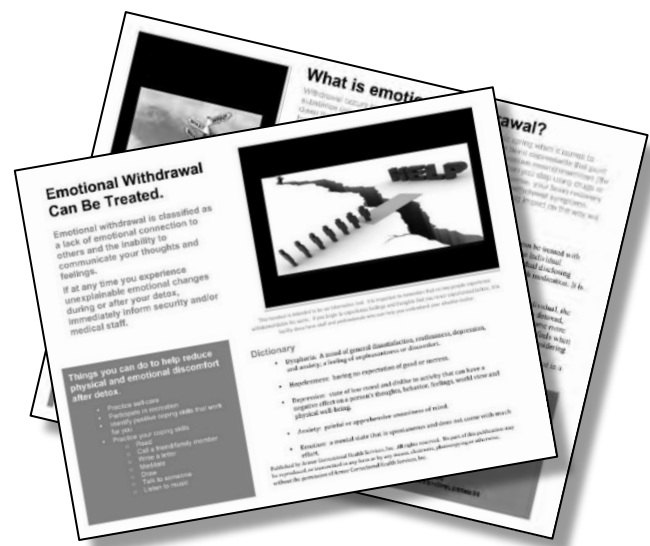
- + Patient education and referral support** – Armor QMHPs address substance use disorder issues as frequently as appropriate when advising patients who present with co-occurring substance use. While specific substance use disorder counseling for patients without a behavioral health diagnosis is rarely possible given the behavioral health caseload, it is important that any behavioral health patient who may benefit from information and assistance in identifying treatment alternatives following release receive information and encouragement. Likewise, in sick call and chronic care clinics, when patients request information or report concerns and issues related to substance use, our nurses are trained and well-equipped to present information and patient consultation.

**Co-occurring Substance Use.** Studies of co-occurring disorders within the criminal justice system estimate that over 70% of detainees diagnosed with mental illness have a co-occurring substance use disorder. Issues related to substance use require community involvement and the successful approaches of Alcoholics Anonymous and Narcotics Anonymous, among others.

When substance use issues are identified, we recognize that patients are more likely to accept treatment when it is incorporated into a comprehensive plan to treat mental disorders. Further, if successful in substance use disorder treatment, behavioral health patients are more likely to comply with their behavioral health treatment plan.

Armor encourages a unified strategy that includes treatment of substance use disorder issues as part of our overall multidisciplinary treatment team philosophy of behavioral health, integrating security as well as our medical and behavioral health services.

In the correctional facility setting where there is no access to alcohol and other drugs, our goal is to enable our patients to formulate successful, self-reliant



strategies and coping skills to achieve and continue these goals upon release, when substance use may resume.

**Discharge Planning.** Given the challenges with recidivism, we have developed social and clinical interventions that address its underlying conditions which are the root causes of re-incarceration.

Armor works with community agencies to complete mental health planning before release of inmates, who require continuing mental health treatment following release from custody or on transfer from the facility. Armor recognizes the importance of discharge planning and timely aftercare treatment in the battle against the recidivism of the mentally and medically compromised inmates / detainees. In collaboration with our medical services staff, we identify inmates with chronic mental illness and / or any patient with continuing need for mental health or medical care. This includes severely mentally ill inmates and inmates that report treatment by a community provider.

We initiate discharge planning at intake. By incorporating discharge planning responsibilities, with our patient's consent, we continue communications with established providers. This promotes consistency of treatment plan and medications.

We assume such responsibilities as:

- + Obtain psychosocial and case management information;
- + Develop and maintain an active caseload of inmates, who are receiving mental health services and who are appropriate for pre-release mental health planning;
- + Monitor medication compliance for patients, as needed, on caseload;
- + Refer and make follow up appointments with behavioral health providers to continue treatment following release;
- + Provide a reasonable supply of current medications or prescriptions (at least a 14 day supply for inmates who have been in custody for thirty (30) consecutive days) as clinically appropriate, to bridge the inmate until he/she can be seen by an outside provider; if we required due to COVID, a 30-day supply can be considered.
- + Track inmates pending competency and those returned to the jail following restoration of competency.
- + Inmates being transferred to other jurisdictions will receive a supply of prescribed medications in the amount requested by the transporting agency to ensure continuity of care, regardless of the period of time in custody.

Understanding that some patients will leave without notice, our goal is to make referrals and complete plans prior to release. We will work with the FBSO to obtain access to release schedules for select inmates. This communication pathway from custody staff to the

medical / Behavioral Health team is imperative due to custody staff's probable knowledge of potential and scheduled release dates. Where permitted, we may also coordinate a "mental health hold" procedure to facilitate obtaining consent providing medication, conduct an evaluation and provide referral instructions on release.

With limited resources and notice, we expect to focus on the most complex cases including those with severe mental illnesses, and/or those at high risk of self-harm or suicide. We work with the FBSO to develop ways to make plans and patient guides available so that they may be quickly completed or updated at the time we are notified of the release.

Our approach to discharge planning for mental health includes treatment summaries, referrals, appointments, and coordination of services with case managers representing key agencies. We coordinate with county clinics and providers, Veterans Administration, community health centers, and designated State agencies.

Armor will provide statistical data and reports as needed to ensure success of the County's Stepping UP Initiative. As necessary, we will enter a Mutual Agreement (MOU) and develop a process for compiling necessary data.

Our electronic medical record can be tailored to provide reports based on specific criteria as designated during the implementation. We will work closely with the county to ensure that appropriate and necessary data are collected and reported.

Finally, Armor employs a rigorous process for Continuous Quality Improvement (CQI), with key measures related specifically to behavioral health. This ensures we are routinely meeting standards and all internal expectations, and flags potential issues early so they can be resolved prior to developing any further.

### **31.3.5.2 REFERRAL TO PSYCHIATRIST**

*Referral to the Respondent's psychiatrist for the detection, diagnosis, and treatment of mental illness.*

Throughout incarceration, we provide timely, comprehensive behavioral health screenings, and evaluations provided by trained staff and specialists at designated points in time, at regular intervals as part of special programs, and upon referral. Each of these evaluations is structured following a defined procedure, completed by appropriate staff within specified timeframes, documented, and communicated to the appropriate provider or authority.

Armor assumes responsibility for planning continuity of care when patients require transfer to a specialized psychiatric facility, or when court-ordered for evaluation or restoration of competency. Such transfer is always a last resort considering its impact upon disposition of charges and our capacity to provide for patient safety within the correctional facility. Therefore, we employ licensed professionals, who are qualified to perform all necessary assessments and who will be available to coordinate referral and admission to another facility.

### **31.3.5.3 CRISIS INTERVENTION AND MANAGEMENT**

*Crisis intervention and management of acute psychiatric episodes.*

Any individual inmate found to be in need of urgent follow-up is identified by the behavioral health professional at the time of the booking screening or behavioral health evaluation unless previously referred by members of the security or health care staff or other detention staff person. If the inmate is in need of immediate intervention, the QMHP will determine the appropriate disposition among the options available – emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where heightened watch occurs) or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol will be implemented for each potential mental health placement option and a referral process delineated in detail.

Intervention and diversion of inmates in crisis can occur at any time during an inmate’s incarceration.

### **31.3.5.4 STABILIZATION OF THE MENTALLY ILL**

*Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.*

Armor’s behavioral health services include psychotropic medication management under psychiatric supervision when required to prevent decompensation, provide continuity of care, and for stabilization.

### **31.3.5.5 REFERRAL AND ADMISSION TO LICENSED MENTAL HEALTH FACILITIES**

*Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.*

Armor assumes responsibility for planning continuity of care when patients require transfer to a specialized psychiatric facility, or when court-ordered for evaluation or restoration of competency. Such transfer is always a last resort considering its impact upon disposition of charges and our capacity to provide for patient safety within the correctional facility. Therefore, we employ licensed professionals, who are qualified to perform all necessary assessments and who will be available to coordinate referral and admission to another facility.

### **31.3.5.6 INFORMED CONSENT**

*Obtaining and documenting informed consent.*

As part of the screening process, a consent for treatment will be obtained. Inmates arriving at intake who are currently on psychoactive drugs will be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. Should any inmate refuse any aspect

of the screening process, Armor will notify facility administration for recommendation of placement into special confinement until the screening is completed.

A Refusal Form (developed by Armor) 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 placing the patient 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.

### **31.3.5.7 APPROPRIATE LICENSES FOR MENTAL HEALTH PROFESSIONALS**

*Provide appropriate licenses and mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis within 12 hours of an inmates booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.*

Armor will ensure that mental health professionals are appropriately licensed to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis within 12 hours of an inmates booking. This may be obtained from prior records if within one year of booking, in compliance with Texas CCP 16.22.

### **31.3.5.8 COMPREHENSIVE EVALUATION BY A LICENSED MENTAL HEALTH PROFESSIONAL**

*The Respondent shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within (72) hours of the referral request date.*

Inmates referred outside of intake for mental health treatment will receive a comprehensive evaluation by a licensed mental health professional. The evaluation will be completed within (72) hours of the referral request date.

### **31.3.5.9 QUALIFIED PHYSICIANS REGARDING CIVIL COMMITMENTS**

*The Respondent shall ensure that a necessary number of qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments:*

Armor will ensure that a necessary number of qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments:

#### **31.3.5.9.1 CIVIL COMMITMENT PATIENTS**

*Review the files of, conduct interviews with, and evaluate the condition of inmates who have been identified as proposed civil commitment patients.*

Armor will review the files of, conduct interviews with, and evaluate the condition of inmates who have been identified as proposed civil commitment patients. Armor's details our approach to competency restoration in [Appendix H](#).

#### **31.3.5.9.2 COMPLETE CERTIFICATES OF MEDICAL EXAMINATIONS**

*Complete certificates of medical examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County.*

Armor will complete certificates of medical examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County.

#### **31.3.5.9.3 TESTIMONY IN COURT**

*Be available to provide testimony in court in support of the certificates of the medical examinations and other necessary documents.*

Armor will be available to provide testimony in court in support of the certificates of the medical examinations and other necessary documents.

#### **31.3.6 SPECIAL NEEDS OF THE FEMALE POPULATION**

*The Respondent shall provide a program for meeting the special needs of the female population; e.g., pregnancy.*

Armor has extensive experience and expertise in issues affecting incarcerated women such as sexual health and reproductive issues, pregnancy, risk factors contributing to higher rates of HIV and disparate outcomes, domestic violence, addiction and behavioral health issues. We also recognize that women have unique challenges related to re-entry as there are often uncertainties regarding re-uniting with and caring for minor children or returning to abusive or unstable environments.

**Health Assessments.** All female patients obtain an initial health screening that includes inquiries into special needs and routine questions regarding last menstrual period, menopausal status (peri/post), and current pregnancy status including a urine pregnancy test. The annual health screen includes a breast and pelvic exam including Pap smear and age-appropriate mammogram.

**STD Evaluation and Treatment.** The jail is an important setting to detect and treat sexually transmitted diseases that might otherwise go undetected and have adverse and costly consequences to the patient, unborn children, and community health. Armor will work with the Department of Health to ensure appropriate STD screening for all women based on age-specific national guidelines including those of the Centers for Disease Control and Prevention, the U.S. Preventive Services Task Force, NCCHC, and ACA. Treatment of sexually transmitted infections will be provided.

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**Gynecological Care.** Basic gynecological services such as breast and pelvic exams, STD screening and Pap smears, or management of uncomplicated menstrual disorders are managed by Armor’s primary care staff. Those requiring further specialty care are referred to the appropriate contracted qualified specialist.

**Pregnancy.** The proper care and treatment of pregnant women is essential. Armor provides routine and high-risk pregnancy management consistent with guidelines established by the American Congress of Obstetricians and Gynecologists (ACOG). We offer routine pre-natal care on site and coordinate / consult with our primary care providers to ensure continuity and quality of care.

Armor has developed a plan of care that includes (but is not limited to): pregnancy options counseling and education, routine care and contingencies for more specialized care as needed; plans for follow-up care if released prior to delivery and plans for care of the infant. Prenatal care includes, routine urine testing for proteins and ketones, vital signs and weight, assessment of fundal height and heart tone, dietary supplementation, observation for signs of toxemia, and services as required by law and consistent with the standard of medical care in the community. Armor typically conducts prenatal ultrasounds early in the pregnancy onsite in the jail, and all necessary laboratory tests such as MSAFP (Maternal Serum Alpha-Fetoprotein).

Pregnant women with opiate dependency will be provided with methadone maintenance via our onsite pharmacy, unless appropriate community providers, such as the local health department, are available for this service. Women with other chemical addictions are treated based upon appropriate clinical and community standards.

Armor will provide on-going in-service education to staff caring for our pregnant patients. Pregnant women with opiate dependency will be provided with methadone maintenance utilizing our community resources.

**Public Health Programs.** Armor will pursue relationships with public health and community agencies to access programs focused on education, prevention, self-sufficiency, and continuity of care. Family planning education with emphasis on safer-sex and birth control options will be provided by Armor staff in partnership with community agencies. We will also work to develop an appropriate education curriculum on these topics for primary care staff and patients.

### **31.3.7 INMATE HEALTH SCREENING**

*The Respondent shall provide documented inmate health screening with history forms immediately upon arrival at the Facility based on structured inquiry and observation and performed by qualified health care personnel, twenty-four (24) hours a day, seven (7) days a week. This will ensure that anyone taken into custody receives the necessary medical attention prior to admission into our system. At a minimum, the screening must include inquiry into:*

*31.3.7.1 Current illness and health problems including medical, dental, and communicable diseases.*

*31.3.7.2 Medications taken and special health requirements.*

*31.3.7.3 Use of alcohol and drugs, including the types, methods, amounts, frequency, and date/time of last use and history of problems related to withdrawal.*

*31.3.7.4 For females, a gynecological history, including pregnancies.*

*31.3.7.5 Observations of behavior, including the state of consciousness, mental status, appearance, conduct, tremors and sweating.*

*31.3.7.6 Notation of body deformities, trauma markings, ease of movement, bruises and jaundice.*

*31.3.7.7 Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse.*

Armor's intake screening will be conducted by specially trained and qualified staff during the booking process 24 hours a day, seven days a week, in accordance with NCHC Standards. Details of Armor's intake screening is provided below. Additional details on Armor's expanded intake screening process can be found in our ***Executive Summary***.

Nursing staff will be assigned to the intake screening area, in order to complete the medical receiving screening process when inmates arrive at the facility.

Armor has a three-fold approach to the intake screening process. This will ensure that the patient is suitable for booking into the facility. Patients who are bleeding, unconscious, semiconscious, severely intoxicated, exhibiting symptoms of alcohol or drug withdrawal, or who are otherwise urgently in need of medical attention will be referred immediately to the community hospital for care and medical clearance into the facility. Admission to the facility will be predicated on receipt of written medical clearance from the hospital. Our approach identifies persons who may pose a threat to their own or others' health or safety or who may require immediate medical attention. Appropriate documentation of approval for admission to the jail will be scanned into the inmate's medical record, and the patient will be housed in the medical unit for 24 hours after intake.

The second step is completion of an initial receiving screening, as outlined in the Request for Proposal. Armor believes registered nurses should be used for the initial screening as they are trained and experienced to assess and identify health issues that are often missed by lesser trained personnel such emergency medical technicians and licensed practical nurses.

The final step in the initial receiving screening process is the patient risk stratification. ***This expanded proprietary process is detailed in our Executive Summary.***

After the registered nurse has completed the expanded intake assessment, all patients meeting scoring threshold in the stratification process will be scheduled with a provider for

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the immediate development of a treatment plan that addresses all health concerns identified during the initial and expanded assessment. The provider will also determine the frequency in which the patient will be followed in the chronic care program. We understand that our competitors follow the published national healthcare standards for conducting a chronic care program which involves a cadence of 30-90 days follow up. However, Armor's experience dictates that a more rapid cadence is required for many patients that have not been followed in the community by a health care provider, have multiple health care issues, or have added insult to injury by the illicit use of drugs and alcohol. Armor understands that early intervention with a comprehensive treatment plan and more frequent provider follow-up results in less symptoms of withdrawal such as seizures, less decompensation of cardiac issues resulting in chest pain, and less need for hospitalization as a result of sepsis that resulted from an undetected wound.

Armor will work closely with the FBSO and local off-site providers on implementing guidelines for prior-to-booking referrals to ensure that emergent conditions, patient safety, and capacity of the FBSO to receive the inmate are primary concerns.

**Medical Screening.** Once the inmate is cleared for intake to the facility, either by the pre-booking screening process or by the local hospital, the Registered Nurse will complete the intake screening process.

The receiving screening will be based upon findings of the screener's inquiry including at least the following elements:

- + Current and past medical history as well as evaluation for chronic conditions or special health requirements and/or medical or behavioral disabilities
- + Any history of serious infectious or communicable illness
- + Sexually transmitted diseases screening
- + Present symptoms of infectious diseases including MRSA and tuberculosis (e.g., chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats, skin lesions)
- + Past and present treatment or hospitalization for mental illness or suicide
- + Screening for current suicidal ideation
- + Mental health screening to rule out possible psychosis
- + Use of alcohol and other drugs, including types of drugs used, mode of use, amounts used, frequency of use, date and time of last use, and history of any problems that may have occurred after ceasing use (e.g., convulsions).
- + Possibility of gynecological problems and pregnancy (females)

- + Allergies
- + Dental problems
- + Use of prescription medications (type, amount, and time of last use)
- + Other health problems as designated by the responsible physician.

Screeners will also observe:

- + Appearance (e.g., sweating, tremors, anxiety, disheveled)
- + Behavior, including state of consciousness, mental status, appearance, conduct, tremor, and sweating
- + Body deformities and other physical deformities
- + Ease of movement
- + Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes or infestations, recent tattoos, and needle marks or other indications of drug abuse
- + Breathing (e.g., persistent cough, hyperventilation.)

***Behavioral Health Screening (NCCHC J-E-05)***

As part of the intake screening, we will complete a structured interview with each inmate to determine the following behavioral health indicators:

- + History of hospitalization and outpatient treatment;
- + Current psychotropic medication;
- + Suicidal ideation and history of suicidal behavior;
- + Drug usage;
- + Alcohol usage;
- + History of sex offenses;
- + History of sexual victimization/abusiveness;
- + History of expressively violent behavior;
- + History of victimization due to criminal violence;
- + Special education placement and history of cerebral trauma or seizures;

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- + Orientation to person, place, and time;
  - + Screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability);
  - + Emotional response to incarceration;
  - + Identification of high profile or “shocking” crimes or charges; and
  - + Identification of first-time incarcerations.

The Medical Receiving form and the Mental Health Receiving form will be updated and / or changed by Armor, if applicable and with the approval of the medical department and County Sheriff. Information will include at a minimum all pertinent information to meet or exceed Texas Jail Standards, AMA and NCCHC Standards, and all Texas statues, as applicable.

As part of the screening process, a consent for treatment will be obtained. Inmates arriving at intake who are currently on psychoactive drugs will be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. Should any inmate refuse any aspect of the screening process, Armor will notify facility administration for recommendation of placement into special confinement until the screening is completed.

A Refusal Form (developed by Armor) 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 placing the patient 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.

Armor’s screening process will be inclusive of, but not limited to, the requirements of NCCHC, PREA, and HIPAA standards.

When clinically indicated, immediate referrals to appropriate health care services will be made, to include identifying and isolating potentially infectious inmates. Inmates must be medically cleared before they are sent to general population, and all new admissions / screening charts will be noted as appropriate for further follow-up or referral, reviewed, and signed.

Access to the health care services will be communicated orally and in writing to all inmates upon their arrival at the Jail to advise them of how to access the Health Care Delivery System in accordance with AMA standards. Armor will develop notices printed in both English and Spanish which will be prominently displayed and shared with all inmates upon arrival at the jail.

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### 31.3.8 INMATE TRANSPORTATION

*The Respondent will provide inmate transportation for emergency ambulance care (when normal County EMS services are not able to be provided); the County provides all other transportation relating to the provision of health services.*

Armor understands that the County will provide all transportation relating to the provision of health services.

### 31.3.9 TOTAL PHARMACEUTICAL SYSTEM

*The Respondent shall provide a total pharmaceutical system for the Facility beginning with the Physician's prescribing, the administration of medication, and the necessary record keeping. 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 a licensed nurse. The Respondent shall be responsible for the costs of all drugs administered.*

Armor will partner with Diamond Pharmacy to provide pharmacy services consistent with facility policy, and state and Federal laws, NCCHC and ACA, and Texas standards (*please see [Appendix G](#) for Letter of Intent*). Our pharmacy program will be monitored by a licensed, qualified pharmacist. Armor will provide prescribed medications and maintain control and accountability for all medications and sharps. Armor and Diamond implement procedures for managing controlled substances on-site. Our system features approved storage, inventory tracking with logs at shift change, a patient-specific proof-of-use record, disposal, and accountability for chain of custody and disposition. Records related to controlled substances will be maintained in accordance with facility policy, and state and Federal regulations. Armor's pharmaceutical management program includes:



- + Prompt transmission of medication orders to the pharmacy vendor
- + Medications provided by the pharmacy vendor in 30 dose blister pack cards with drug information and patient identity affixed
- + Secure storage under proper conditions of sanitation, temperature, light, moisture, ventilation and security; access to medication storage and preparation limited to approved and appropriately licensed staff
- + Maintenance of records to ensure adequate control and accountability for all medications
- + Adequate supply of emergency medications, including Narcan and other antidotes
- + Prompt removal and return of discontinued medications
- + Maximum security and accountability for Drug Enforcement County (DEA)

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controlled medications

- + Proper disposal or destruction of discontinued, outdated medications under local and federal guidelines for disposal of pharmaceuticals
- + Monthly visits from a consulting pharmacist for inspection and consultations for all sites, with documentation available for review by facilities Administration.

Armor's Health Services Administrator will ensure that the pharmaceutical services operate within the applicable local and federal regulations. Armor also maintains professional oversight of pharmacy operations through the Quality Improvement Committee.

Armor will appoint a local Pharmacy and Therapeutics Committee charged with periodic review of practice patterns and utilization data for safety and efficiency, and to consider additions or deletions to the approved pharmacy. The committee will include our Medical Director, contract pharmacy consultant, Health Services Administrator and other staff as indicated.

Armor will provide comprehensive pharmaceutical services for all prescription, non-prescription medications, and intravenous solutions ordered by Armor's physicians, advanced-level practitioners, and dentists. We emphasize that generic medications are preferred, if remedial benefits reflect those of name brand drugs, upon approval of the prescriber. Prescriptions will only be administered in the amounts prescribed by the prescribers. We will ensure that Diamond provides comprehensive reports that meet requirements of the facilities.

**Onsite Delivery.** Armor has developed customized systems to effectively provide fully licensed pharmaceutical and related support services at the Jail. This includes medication carts, inventory management systems, communications, and quality management.

Medications will be delivered by the pharmacy on-site weekdays and Saturdays. We will also plan to maintain an adequate supply of emergency medications as permitted by the State of Texas. A unit dose system will be implemented with packaging and labeling designed to provide comprehensive and cost-effective distribution of medications. Medications will be blister packaged for easy storage in medication carts.

If a prescription is needed immediately, and the medications are not available in the emergency drug box, we will obtain medications from the local back-up pharmacy.

Armor is recommending the use of a combination of stock bottle and unit-dose blister card packaging to meet the medication dispensing and stock distribution needs at the facilities.

Diamond, our chosen vendor, fully complies with all local, state, and federal laws regarding patient dispensing and stock distribution requirements in the State of Texas.

Orders can be submitted to Diamond 24 hours a day, 7 days a week, and 365 days a year (24/7/365). Diamond offers unsurpassed flexibility in receiving medication orders. Staff

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will have the option to order by phone or fax using Diamond's toll-free number. Staff will also automatically submit orders and update inmate medication profiles from an electronic medical record platform. If a medication is ordered that is not carried in the facility stock, Diamond will send patient-specific blister cards when necessary. Armor will fulfill the scope of work requirement for the delivery of medications to the facilities by 1700 hours.

In order to legally transmit controlled substance medication orders electronically, the sending and receiving systems must both be Electronic Prescribing of Controlled Substance (EPCS) certified or accredited. If the system is not certified, orders can still be submitted to Diamond, but Armor staff would first print off the medication order, sign the order, and then fax to Diamond if the order is patient specific. Because of the general low use of controlled substance medications, along with consideration of turnover at County jails, we would recommend the use of stock medications for Schedule III-V controlled substance medication needs. Schedule II controlled substances will be procured locally from a backup pharmacy (such as Walgreens) in your immediate area.

Prescription labels will include:

- + Inmate name and identification number
- + Prescribing doctors name
- + Inmate housing location
- + Name of prescribed medication
- + Date to be administered along with AM or PM noted
- + Number of refills

**Diamond History.** Diamond offers a customized, comprehensive pharmacy program to correctional facilities. Nearly four decades of working with correctional health providers gives them unique insights into the various challenges faced in the corrections environment. Whether it's a small jail or a statewide network of prisons, Diamond can help reduce costs, streamline processes, and be a trusted knowledge leader. For many years, Armor and Diamond have partnered successfully at numerous correctional facilities nationally. As our partner, Diamond will provide scope of work performance requirements for our medication distribution system for the facilities. Diamond achieves this while ensuring proper compliance with all the laws governing dispensing and distribution of pharmaceuticals.

Diamond brings unique advantages to the facilities pharmacy program, such as:

- + Interface between our EMR health record and Diamond to support online order entry and electronic MAR as proven in other Armor applications; and
- + Robust monthly and ad hoc reporting capability for the analysis of utilization and cost.

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Diamond fills 14.6 million prescriptions annually by relying on operationally efficient processes and technological innovations that Armor can trust from the industry leader. Diamond services approximately 640,000 correctional patients nationwide in over 1,500 correctional facilities in 46 states.

A testament to Diamond's excellent service is evidenced by the following client quotes.

*"Diamond Pharmacy has been a reliable and dependable partner who has reduced the costs of inmate medications and has had a positive effect on our overall jail costs, which is very much appreciated as a result of today's tight budget dollars. Although they save us money, their quality of service is second to none."* – **Sheriff J.R. Parker (Florida)**

*"I have dealt with the pharmacy and supply reps many times. They are always helpful and call to clarify orders, making sure we receive the correct order. The back-up pharmacy is quick and on it!"* -**Devon Medina, RN Madera County Jail (California)**

*"Diamond Pharmacy provides a superior level of customer service and personal contact. They perform as expected and as promised... Agencies seeking contracted pharmaceutical services should look no further than Diamond Pharmacy if they want a reliable, dependable and cost-effective pharmacy provider."* - **Major William Nelson Director Laurie Stolen (Texas)**

*"My Diamond Pharmacy computer tech has been very helpful with any questions I have. If she cannot answer them, she gets me to the right person. She has made me laugh many times. I appreciate her great attitude."* - **Lee Ann Wheeler, LPN Jackson County Jail (Indiana)**

Upon contract award, Armor, along with Diamond, will assist in the development, implementation, and compliance of the formulary by jointly formulating and controlling a drug list with physicians, which will greatly reduce drug expenditures; but most importantly ensure inmate safety.

Our goal is to develop a customized formulary that comprises primarily generic and cost-effective brand name medications to encourage cost containment without compromising the quality of care. Diamond's pharmacist account executive will review evidence-based literature specific to areas that affect utilization and the cost-effectiveness of medications and will provide the information to our staff during regularly scheduled Pharmacy & Therapeutics (P&T) meetings. With Diamond, our healthcare providers can be assured that they are prescribing cost-effective formulary medications that do not pose patient safety issues and that the medications were selected according to evidence-based literature reviews. Please see **Appendix N** for a sample Formulary.

Diamond will work closely with our medical staff to reduce any excessive ordering of medications, devise and maintain a cost-effective drug formulary, recommend cost-effective medications, and customize formulary-management reports that provide essential pharmacoanalytics to our teams. Diamond focuses on evidence-based treatments that

deliver positive outcomes for the overall wellbeing of your patients. Diamond routinely provides our clinicians with clinical and pharmaceutical information, which helps ensure that medications are not misused, over-ordered, or prescribed inappropriately. They also help manage drug costs by providing relevant information directly to Armor and our providers, to help improve prescribing habits, leading to cost savings and positive outcomes. As our clinical resource, Diamond will support Armor regarding drug utilization, medication therapy management, and overall formulary management.

**Drug Information Center.** Diamond's Drug Information Center is a value-added resource that provides Armor clinicians and our customers with access to clinical pharmacists and programs that make a real difference. While Diamond's clinical pharmacists and pharmacist account managers are available for routine questions and research, Drug Information Center pharmacists specialize in drug- and disease-state management, clinical information services, and formulary management reviews.

Proper medication selection, reduction of polypharmacy prescribing habits, education, therapy management, reduction of off-site care, decreasing acute sick call visits, reducing adverse medication events, and accessibility to clinical pharmacists will reduce both short-term and long-term costs while improving outcomes. Diamond understands the importance of clinical services in the unique correctional healthcare environment to improve the care of your patients.

Diamond's Drug Information Center takes clinical care to the next level by facilitating proper care, improving treatments, optimizing patient health, and reducing overall costs through proper patient and disease-state management. This resource minimizes costly emergency and outpatient trips for conditions that Armor can manage in your facilities.

Proper medication selection, reduction of polypharmacy prescribing habits, education, therapy management, reduction of off-site care, decreasing acute sick call visits, reducing adverse medication events, and accessibility to clinical pharmacists will reduce both short-term and long-term costs while improving patient care. With over 800 combined years of correctional pharmacist experience and 35 clinically trained and licensed Doctors of Pharmacy (PharmDs) on staff, Diamond understands the importance of clinical services in the unique correctional healthcare environment.

As medication experts, Diamond's clinical team embraces its role in helping ensure that facilities inmates are receiving the proper medications at the proper times while minimizing any medication-related issues that would interfere with an inmate's therapy.

Their Drug Information Center services include, but is not limited to:

- + Non-formulary/clinical recommendations for providers
- + Development of Over the Counter (OTC) and legend formularies
- + Development of recommended nursing and provider protocols

- 
- + Formatting of statistical reports that are specific to your needs
  - + Hepatitis C therapy management - including prescreen consultations
  - + Pharmaceutical and budget forecasting
  - + HIV disease state management reviews
  - + Asthma and diabetes treatment reviews and recommendations
  - + Reviews of anticoagulation utilization
  - + Disease-state clinical pharmacist webinars and disease state algorithms
  - + Polypharmacy reviews and alerts
  - + High-acuity patient consultations and patient care plans
  - + Continuing education (CE) and continuing medical education (CME) credit
  - + High-cost patient reports and analysis
  - + Evidence-based medical and scientific research
  - + Journal reviews

Whether assistance is needed during or after normal business hours, Diamond's Drug Information Center and Diamond's 24/7/365 operation has clinical pharmacists available to fulfill our consulting needs.

**Pharmacy Oversight.** Armor provides pharmacy services and consultation regarding all aspects of pharmacy operation. Our HSA will schedule quarterly consultant visits and written reviews as described below.

### **31.3.10 STORAGE OF CONTROLLED SUBSTANCES**

*All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Facility.*

All syringes and sharps will be stored and managed in a safe and secure environment with double lock. These items will be counted per shift and require the participation of two nursing staff. Dental sharps will be managed by the Dentist and Dental Assistant; however, the same counting requirement will apply for dental instruments, needles, etc. All staff utilizing sharps will maintain a perpetual inventory or checklist of which items were used during their shift.

### **31.3.11 INMATES NOT ALLOWED TO PROVIDE HEALTH CARE SERVICES**

*Inmates will not be allowed to provide any health care services, including record keeping.*

Inmates will not be permitted to provide any health care services, including record keeping.

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## 31.4 Medical Records Requirements

*Medical Records Requirements:*

### 31.4.1 MEDICAL RECORDS

*31.4.1 A medical record consistent with state regulations and community standards of practice shall be maintained on each inmate. These records shall be kept separate from the jail confinement records of the inmate. Records retention, expunction, and destruction will be coordinated with the county in accordance to all records retention laws.*

A medical record consistent with state regulations and community standards of practice will be maintained on each inmate. These records will be kept separate from the jail confinement records of the inmate. Records retention, expunction, and destruction will be coordinated with the county in accordance to all records retention laws.

### 31.4.2 ELECTRONIC MEDICAL RECORD

*31.4.2 An electronic medical record (CorEMR) is currently used at the Fort Bend County Sheriff's Office. The chosen vendor from this RFP will use, continue to pay and keep upgrade when available from CorEMR, and manage this system going forward. Any cost to integrate their system with CorEMR will be the responsibility of the chosen vendor.*

Armor proposes to install CorEMR, an electronic medical records system.

CorEMR is a turnkey system developed by national software and systems specialists in corrections. It is the fastest growing electronic medical record company in corrections, with systems at over 300 sites nationally. CorEMR meets all applicable standards and requirements of the NCCHC and ACA and is fully compliant with all HIPAA requirements.



Armor's Vice President of Information Systems will lead a team of EMR specialists who have designed and implemented EMR applications at our other contracted sites. Their skills and insight into Armor's unique forms, triggers, and protocols permit the team to design and install site-specific modifications remotely, at no cost to Armor or our client. In addition to installation and maintenance of EMR applications, this team supports staff training in EMR, as well as valuable insight into the design of custom reports for analysis of corporate and site-specific trends.

***Training and Support.*** CorEMR will provide staff training to support installation and on-going operation of the system. At the same time, Armor during startup for the system and thereafter, assumes the primary role to ensure that FBSO requirements are met, training meets Armor standards, and training is fully in line with approved health care policies and procedures.

Armor includes a four-week process of both classroom and individual sessions. Training will focus on EMR operation and how the EMR integrates with Armor Policies and Procedures. Trainers are Armor nurses with several years of experience with Armor and

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CorEMR. Staff will attend a minimum of three, two-hour sessions. In addition, CorEMR provides a client-specific training website for self-education, if desired. CorEMR provides 24/7 support for all software needs.

Armor provides single source accountability for project management, system configuration, data conversion assistance, go-live assistance, on-going education and updates, and hardware maintenance and support.

**Hi-Tech Compliance - ONC Certification.** CorEMR achieved Meaningful Use Certification by the Office of the National Coordinator (ONC), in the US Centers for Medicare and Medicaid Services (CMS) in December 2012. Certified software complies with rigorous Federal standards for completeness and compatibility with standard systems that support health information exchanges including RxNorm, LOINC, SNOWMED, and ICD-9 codes.

The value of ONC Certification for Armor and our clients is:

- + Automated participation in regional health information exchanges
- + Our medication and treatment verification process is expedited following intake
- + Continuous access to inpatient records during hospital stays will enable close communication with hospitals during care of our patient, stronger hospital utilization management, and the most effective coordination of care.

Most importantly, ONC certification means that the CorEMR system provides industry standard functionality and interoperability. In other words, it will do all the things expected of an electronic record including generating all required reports, support data analysis, and research, communicate with other records, and provide the maximum access to records and data for Armor and our clients.

Armor and CorEMR have worked diligently to develop the unique combination of modules and functions needed for correctional health care. At the same time, CorEMR's attainment of ONC Certification ensures that the "free world" interoperability required for information sharing is in place. The result, **CorEMR 5.4**, is the culmination of customization for Armor, up to date CorEMR technology, and industry certification.

The following Armor forms are included, and additional forms can be developed to ensure the client's needs are fully met.

Basic Electronic Health Record Forms	
+ Receiving screening form	+ Patient medical request form
+ Health appraisal data forms	+ Laboratory, x-ray, and diagnostic studies
+ Physician order and treatment plan	+ Consult, ED and hospital reports
+ Prescribed medications and administration	+ Hospital discharge plan
+ Complaint of illness or injury	+ Signature, title & time of documentation
+ Findings: diagnoses, treatments, dispositions	+ Problem list(s)
+ Health service reports	+ Documentation of date, time, signature and title of each user
+ Consent and refusal forms	+ Discharge plan on release with medication, medical referrals, and appointments
+ Release of information forms	

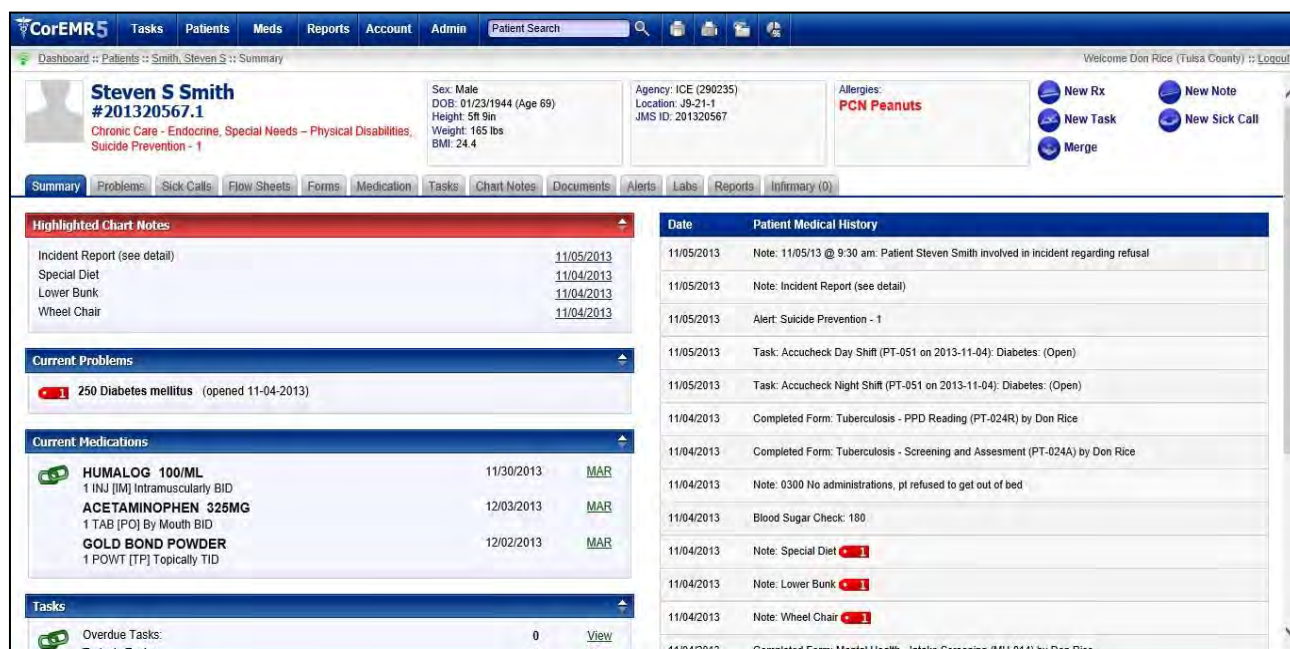
Specifically, Armor and CorEMR have worked together on the following features developed for Armor clients:

- + **Online platform testing and simulation platform:** Permits Armor and our clients to simulate and test the installation of a specific client’s record system in advance. This customized resource for Armor is a valuable tool for project management, testing prior to installation, and online training for facility staff.
- + **Pre-programmed triggers:** Features that are aligned with Armor policies and procedures to ensure full compliance, maximum reduction in errors, comprehensive documentation.
- + **Armor custom forms:** Forms consistent with accreditation and regulatory standards to not only meet Armor documentation specifications but also to fully comply with regulatory and accreditation standards.
- + **Specialized interfaces:** Supports Armor’s contracting suppliers and professional service contractors such as pharmacy and laboratory, in addition to the interfaces required locally by our clients. CorEMR has demonstrated superior ability to interface successfully with most jail management systems.

- + **Overall system functionality:** Internal review by Armor to assure competitiveness and compatibility with industry standards as well as seamless integration with Armor clinical models and systems. It includes Federal criteria for “meaningful use” as defined by Federal agencies pursuant to the Hi-Tech Act, as referenced above. The following checklist of program features documents our review.

The narrative and screenshots on the following pages illustrate CorEMR’s ability to interface and display key information.

"Patient Summary" is the first screen displayed after the patient is selected.



Aspects of this screen are:

- + The top bar contains all the relevant patient information, such as patient name, D.O.B., height, weight, and BMI calculations, along with applicable agency information such as State, ICE, etc. along with the corresponding account information for the agency.
- + Patient Alerts are presented next to the patient photo. Alerts for this patient indicate that he is **Chronic Care**, has **Special Needs**, and is also classified for **Suicide Prevention level 1**.
  - o The patient is **allergic** to PCN and Peanuts.
- + The "**Highlighted Chart Notes**" indicate that the patient has a wheelchair, assigned to a **lower bunk**, and has a special diet. There is also a recorded **Incident Report**

related to this patient.


- + The patient currently has one active problem of ICD9 250 - Diabetes.
- + The patient has three active medications.
- + The "Patient Medical History" lists all **chart activity (to include medical visits)** for this patient. The colored arrow indicates that chart entry is directly related to this problem.

The below entry contains the detail information related to the **Incident Report** referenced in the "Highlighted Chart Note" above.



The screenshot shows the CoreEMR5 interface for patient Steven S Smith (#201320567.1). The patient's medical history includes Chronic Care - Endocrine, Special Needs - Physical Disabilities, and Suicide Prevention - 1. The chart notes section shows a "Misc. Note" dated 11/05/13 at 9:30 am, authored by Don Rice, describing an incident involving medication refusal and aggression towards staff. The note is highlighted.

Flow Sheet Screen: There are both system-defined and user-defined flow sheets. The

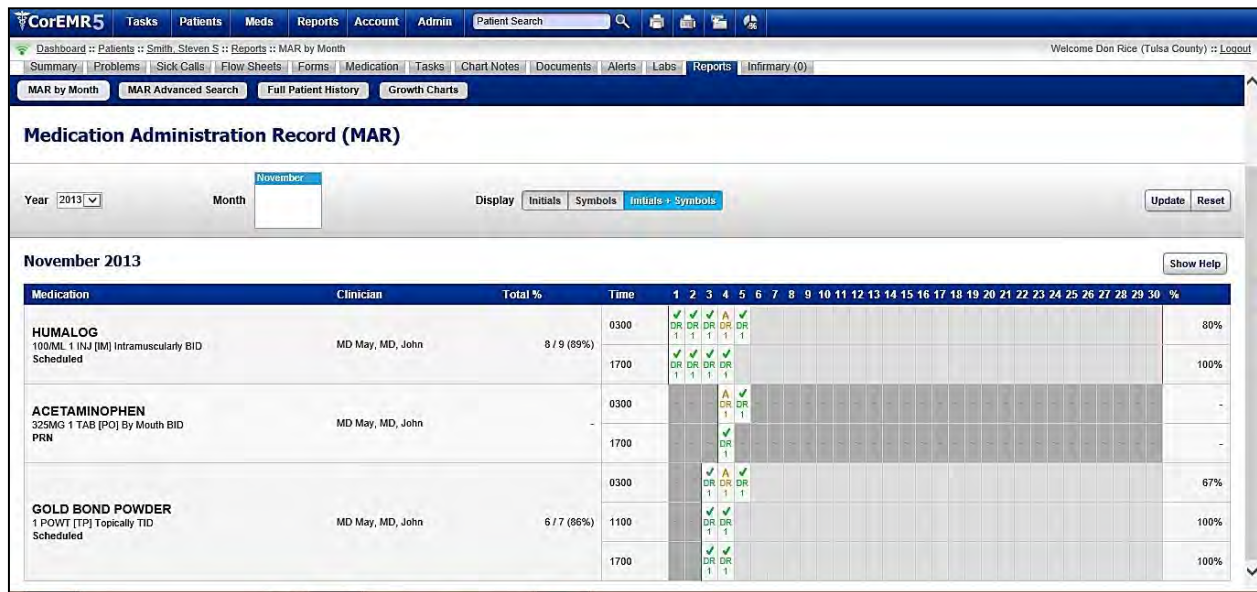


The screenshot shows the flow sheet screen for Steven S Smith, specifically for Blood Sugar monitoring. It displays a table of glucose readings and actions taken over time.

Date	Time	User	Action Taken	Meal	Exercise	Notes	Actions
11-04-2013	2200	DR	Insulin Given -	180			
11-03-2013	2159	DR	Insulin Given -	190		Order Units: 1	
11-02-2013	2159	DR	Insulin Given -	162		Order Units: 1	
11-01-2013	2157	DR	Insulin Given -	165		Order Units: 1	

following screen represents the standard *Blood Sugar Flow Sheet*.

The system's Medication Administration Record (MAR) provides an extensive view of each drug administration. This screen can be displayed for the current month or any prior month, as needed. Symbols included in the display indicate the result of each medication offering, days prescribed, and the Med Pass nurse. Drug information and administration percentages for each drug, by time and drug total, are also included.

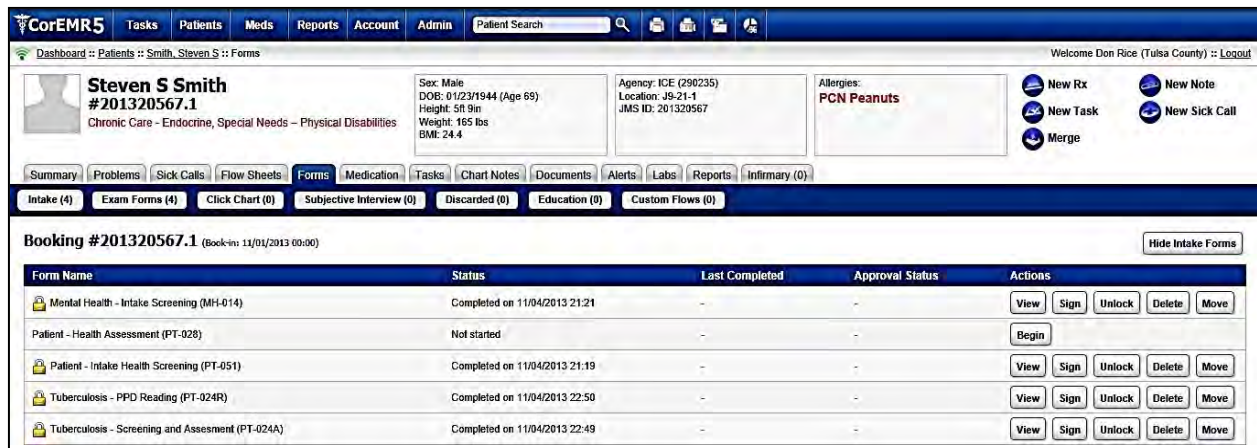


**Medication Administration Record (MAR)**

Year: 2013 | Month: November | Display: Initials Symbols | Update | Reset

Medication	Clinician	Total %	Time	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	%
<b>HUMALOG</b> 100ML 1 INJ (IM) Intramuscularly BID Scheduled	MD May, MD, John	8 / 9 (89%)	0300	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	80%	
			1700	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>ACETAMINOPHEN</b> 325MG 1 TAB (PO) By Mouth BID PRN	MD May, MD, John	-	0300																														-	
			1700																															
<b>GOLD BOND POWDER</b> 1 POWT (TP) Topically TID Scheduled	MD May, MD, John	6 / 7 (86%)	0300	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	67%	
			1100	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
			1700	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%

Electronic forms are a key component of the CorEMR system. Our eForms in this system have been designed based upon Armor paper forms. As such, each eForm is consistent with Armor Policy and Procedures manuals which enables Armor to use paper forms in emergency and then scan them into the system. The following screen indicates the forms that are required for each intake. eForms are tracked for completion and appropriate follow-up review.



**Steven S Smith**  
 #201320567.1  
 Chronic Care - Endocrine, Special Needs - Physical Disabilities

Sex: Male | DOB: 01/23/1944 (Age 68) | Agency: ICE (290235) | Location: JS-21-1 | JMS ID: 201320567  
 Height: 5ft 9in | Weight: 165 lbs | BMI: 24.4

Allergies: **PCN Peanuts**

Summary | Problems | Sick Calls | Flow Sheets | **Forms** | Medication | Tasks | Chart Notes | Documents | Alerts | Labs | Reports | Infirmity (0)

Intake (4) | Exam Forms (4) | Click Chart (0) | Subjective Interview (0) | Discarded (0) | Education (0) | Custom Flows (0)

**Booking #201320567.1** (Book-in: 11/01/2013 00:00) | Hide Intake Forms

Form Name	Status	Last Completed	Approval Status	Actions
Mental Health - Intake Screening (MH-014)	Completed on 11/04/2013 21:21	-	-	View   Sign   Unlock   Delete   Move
Patient - Health Assessment (PT-028)	Not started	-	-	Begin
Patient - Intake Health Screening (PT-051)	Completed on 11/04/2013 21:19	-	-	View   Sign   Unlock   Delete   Move
Tuberculosis - PPD Reading (PT-024R)	Completed on 11/04/2013 22:50	-	-	View   Sign   Unlock   Delete   Move
Tuberculosis - Screening and Assessment (PT-024A)	Completed on 11/04/2013 22:49	-	-	View   Sign   Unlock   Delete   Move

The Intake Health Screening form is shown below. Each eForm follows a similar format and contains all the eForm functionality. Each eForm definition can automatically create a wide verity of actions and/or notifications based on the response to each question. This could be a checked box, vital sign range, age, sex, count of checked boxes, etc. Actions created include patient appointments, alerts, problems, medications, etc.



**CorEMR5** Back Chart [Icons] Welcome Don Rice (Tulsa County) :: Logout

**Patient - Intake Health Screening (PT-051)**

**Steven S Smith**  
#201320567.1

JMS ID: 201320567 Location: J9-21-1  
 SSN: - Ethnicity: -  
 DOB: 01/23/1944 Interviewer: Rice, Don (11/04/2013 21:19)  
 Age: 69

View View Answers Answer History

Do you understand English?  No (Primary Language?)  Yes

Interpreter's Name:

Health Insurance:  No  Yes (details)

Allergies:  No  Yes (specify, update Patient Record) PCN Peanuts

**Health Screener's Observations**

1. Does the inmate have visible signs of serious injury, bleeding, alteration in consciousness, respiratory distress, extreme pain distress, chest tightness, psychosis or other symptoms requiring emergency medical treatment?  No  Yes (specify, refer immediately for care)

2. Appearance:  Unremarkable  Sweating  Tremors  Anxious  Disheveled  Chronically Ill  Uncomfortable / In Pain

Add Signature

Armor experience demonstrates that fifty-four percent (54%) of all appointments are created automatically. This generates a significant savings in staff time and improvement in appropriate scheduling.



**CorEMR5** Tasks Patients Meds Reports Account Admin Patient Search [Icons] Welcome Don Rice (Tulsa County) :: Logout

Dashboard :: Patients :: Smith, Steven S :: Forms

**Steven S Smith**  
#201320567.1  
Chronic Care - Endocrine, Special Needs - Physical Disabilities

Sex: Male DOB: 01/23/1944 (Age 69) Agency: ICE (290235) Location: J9-21-1 Allergies: PCN Peanuts  
 Height: 5ft 9in Weight: 165 lbs JMS ID: 201320567 BMI: 24.4

New Rx New Note  
New Task New Sick Call  
Merge

Summary Problems Sick Calls Flow Sheets Forms Medication Tasks Chart Notes Documents Alerts Labs Reports Infirmity (0)

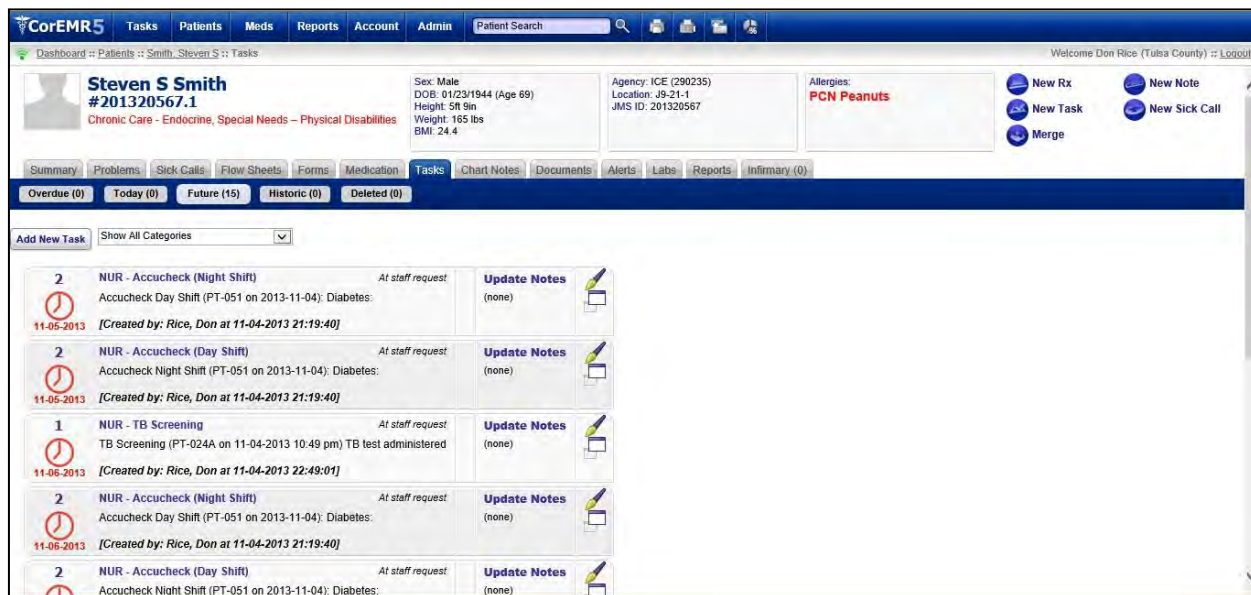
Intake (4) Exam Forms (4) Click Chart (0) Subjective Interview (0) Discarded (0) Education (0) Custom Flows (0)

Available Forms		Form Records				
Form Name	Actions	Form Name	Date Saved	Approval Status	Actions	
AIMS	Begin	Tuberculosis - PPD Reading (PT-024R)	11/04/2013 22:50	-	View Unlock Delete Move Sign	
Mental Health - Individual Treatment Plan (MH-010)	Begin	Tuberculosis - Screening and Assessment (PT-024A)	11/04/2013 22:49	-	View Unlock Delete Move Sign	
Mental Health - Initial Evaluation (MH-011)	Begin	Mental Health - Intake Screening (MH-014)	11/04/2013 21:21	-	View Unlock Delete Move Sign	
Mental Health - Intake Screening (MH-014)	Begin	Patient - Intake Health Screening (PT-051)	11/04/2013 21:19	-	View Unlock Delete Move Sign	
Mental Health - Outpatient Progress Note (MH-017)	Begin					
Mental Health - Restraint Clearance and Log (MH-015)	Begin					
Mental Health - Rounds / Contact Form (MH-001)	Begin					
Mental Health Infirmity Admission Assessment (IN-003)	Begin					
Neurological Status Assessment (IN-016)	Begin					
Nursing Protocol - Eyes, Ears, Nose, Teeth, and Throat (NP-001)	Begin					

The creation of a paper record is achieved using the chart report function. Charts can be printed in whole or in part as needed. The EMR also allows for the indication of a "Death" or "Locked" chart that will restrict access as appropriate.



The task (appointment/orders) screen indicates all tasks that are delinquent, scheduled for today, and scheduled for a future date.



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***Inmate Confidentiality.*** Armor recognizes the information acquired in a health professional/patient relationship is confidential. We ensure that electronic medical records and medical information are retained in a manner that protects confidentiality and the privacy of patients and adheres to HIPAA regulations.

Our staff will comply with all rules, directives, policies, and procedures adopted by the FBDF facilities in compliance with regulations and standards affecting patient care communications. This includes any policy and procedure regarding the transfer, information safeguards, access, amendment, authorization, minimum necessary determinations, identity and authority verification, restricted use, disclosure and accounting of personally identifiable health information.

Inactive medical records will be maintained in accordance with all HIPAA laws and regulations, and consistent with NCCHC, ACA, Texas, and all applicable standards.

### **31.4.3 INDIVIDUAL INMATE HEALTH CARE RECORDS**

*Individual inmate health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.*

Individual inmate health care records, including relevant records of outpatient visits, will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.

Armor's Policies and Procedures provide for and require accurate, comprehensive, legible records. Accordingly, we include copies of hospitalization reports, outside consultations, and emergency department visits in the inmate medical record. Any outside documentation or paper records are promptly scanned into the electronic health record.

Armor will maintain inmate health care record for every inmate as a result of the inmate screening process or for services rendered following assignment to a housing unit. The record is comprehensive for all health care services including medical, dental and mental health services of any type by all medical services staff and contracted providers. Armor's policies and procedures with respect to record keeping are fully compliant with NCCHC standards.

The following documentation will be included in the medical record, in addition to other approved forms of documentation which will be approved by FBSO.

- + Intake/Receiving Screening
- + Health appraisal data
- + Physician orders and treatment plans

- 
- + Prescribed medications and medication administration records (eMARs)
  - + Any patient complaint of illness or injury
  - + All findings, diagnoses, treatments, dispositions
  - + Health service reports, e.g. dental, psychiatric, and other consultations
  - + Consent and refusal forms
  - + Release of information forms
  - + Inmate medical request forms
  - + Laboratory, x-ray and diagnostic studies
  - + Consultation, ED and hospital reports and discharge summaries
  - + Electronic signature and title of each documenter with date and time of encounter
  - + Problem list(s)
  - + Discharge plan on release including medication, medical referrals, and appointments

Armor will train staff as needed in documentation procedures and use of the EHR and will require healthcare staff to document all healthcare related encounters in the problem-oriented electronic medical record. We will ensure that documentation is completed promptly and thoroughly.

Armor will maintain medical records separately from other confinement records maintained by FBSO.

Armor considers the information acquired in a health professional / patient relationship to be confidential. We will ensure that all medical records and medical information are retained in a manner that protects confidentiality and the privacy of patients. Our staff will comply with all FBSO rules, directives, policies, and procedures in compliance with regulations and standards affecting patient care communications. This includes any policy and procedure regarding the transfer, information safeguards, access, amendment, authorization, minimum necessary determinations, identity and authority verification, restricted use, disclosure and accounting of personally identifiable health information.

#### **31.4.4 ACCESSIBLE RECORDS**

*In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Respondent shall make all records accessible to the Sheriff, Jail Commander, Contract Administrator, District Attorney, or County Attorney. The Respondent additionally acknowledges compliance with and understanding of all applicable HIPAA requirements.*

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In any case where medical care is at issue, or where the physical or mental condition of an inmate is at issue, Armor will make all records accessible to the Sheriff, County's Chief of Jail Administration, District Attorney, or County Attorney. Armor additionally acknowledges compliance with and understanding of all applicable provisions of the federal Health Insurance Portability and Accountability Act (HIPAA). If in the future Armor terminates the Agreement or does not intend to extend the Agreement with the County, Armor understands and will make available medical records of inmates to any new correctional health provider.

Armor's proposed EHR system complies with HIPAA Security Rules and HITECH regulations and includes the following:

- + The system will protect access and provide security of the record
- + Procedures for downtime will be in place
- + Users will be able to retrieve data by diagnosis, medication, and special needs
- + Documentation of disaster recovery once per year and verification of regular backups
- + Role-based access will be described in policy
- + An audit log function will be implemented
- + Encryption software will be in place for electronic distribution of patient health records.

Armor will provide FBSO with the patient data necessary for classification determination including security and control measures to protect inmate and staff safety. We will also provide records to FBSO when requested.

#### **31.4.5 TEXAS DEPARTMENT OF CORRECTIONS INMATES**

*Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Corrections and various municipalities. The Respondent shall promptly notify Contract Administrator of the need for other than routine care for such inmates and shall provide documentation of required treatment to the Department of Corrections or the applicable municipality, as requested. The Respondent shall submit all related bills to the Contract Administrator to ensure reimbursement to the County of all outside medical expenses and cost of pharmaceuticals incurred on behalf of such inmates. All such reimbursements shall be returned to the County General Fund.*

Armor understands that FBDF's inmate population consists of inmates incarcerated on behalf of the Texas Department of Criminal Justice, U.S. Marshals Service, U.S. Immigration and Customs Enforcement, various agencies, counties, and municipalities. We will promptly notify the County's Sheriff or designee of the need for other than routine medical care for such inmates and will provide documentation of required treatment to the Department of

Criminal Justice or U.S. Marshal, or the applicable municipality, as requested.

#### **31.4.6 HEALTH SUMMARIES**

*The Respondent shall prepare health summaries to be sent with inmates transferred to the Texas Department of Corrections. The Respondent will ensure that inmates and health summaries are appropriately prepared for transfer within 24 hours of receiving the list of inmates being transferred, or as necessary.*

Inmates who are transferred between the FBDF the Texas Department of Corrections will have a health transfer summary completed to ensure any current needs are identified, medications, diet, etc., and that any pending treatments or appointments are identified for follow-up. Inmates received from other institutions outside of the FBDF system must have an accompanying health transfer form, which will be reviewed by the jail nursing staff in conjunction with the inmate's medical intake assessment. Inmates being moved between the FBDF the Texas Department of Corrections will have all pertinent medical information conveyed to the health services staff in the receiving facility.

#### **31.4.7 MEDICAL CLEARANCE FOR INMATE WORKERS**

*The Respondent will examine and provide medical clearance for all inmate workers, as requested by the Jail Commander. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required to be cleared.*

Armor will examine and provide medical clearance for all inmate workers, as requested by the County's Sheriff or his designee. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required to be cleared.

#### **31.4.8 LOST INMATE MEDICAL RECORD**

*If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Contract Administrator shall be immediately notified.*

If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the County's Sheriff or his designee will be immediately notified.

#### **31.4.9 INACTIVE MEDICAL RECORDS**

*Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association. Inactive files shall be prepared for imaging by the Respondent. This shall include removing duplicate documentation and staples and placing all paperwork in chronological order. The County Sheriff's Office will be responsible for the imaging of inactive files. Inactive files will be defined as files on persons who have not been in custody in the County Detention Facility during the past twelve (12) months.*

Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association.

### 31.4.10 AVAILABILITY OF INMATE MEDICAL RECORDS

*Fort Bend County shall be the absolute and unqualified owner of all inmate medical records. Respondent shall ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses. Respondents shall include in their proposal recommendations for the electronic housing of inmate medical records at the Facility.*

Armor will ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses.

We provide on-going health education through various mechanisms throughout an inmate’s incarceration. Joining forces with public health agencies, non-governmental agencies, and various vendors to provide education materials and programs, we employ training during one-on-one clinic encounters as well as other settings, when available, through inmate programming scheduled by the facility.

Topics from our patient education series include:

- |                                   |  |
|-----------------------------------|--|
| + Anxiety                         | + Hepatitis C                            |
| + Asthma                          | + Hygiene                                |
| + Athlete’s Foot                  | + HIV/AIDS                               |
| + Bladder Infection (Female)      | + Hypertension                           |
| + Boils                           | + Indigestion                            |
| + Canker Sores                    | + Insomnia                               |
| + Congestive Heart Failure        | + Lower Back Pain                        |
| + Cold Sores                      | + Sexual Assault                         |
| + Common Cold                     | + Smoking Cessation                      |
| + Diabetes Feet and Skin Problems | + Suicide                                |
| + Diabetes (Type 1)               | + Exercise and Physical Fitness Benefits |
| + Diabetes (Type 2)               | + Post-traumatic Stress Disorder (PTSD)  |
| + Diet                            | + Major Depressive Disorder              |



- 
- + Prison Rape Elimination Act (PREA)    + Emotional Withdrawal
  - + Epilepsy
  - + Drug Abuse and Addiction
  - + Gastric Esophageal Reflux Disease

In addition to these medical topics, we present preventive education during dental visits in order to promote dental hygiene during incarceration.

Our behavioral health program emphasizes patient understanding of medications to promote patient compliance during incarceration and afterwards. As required by NCCHC, we orient patients to medications during our request for specific consent at the time the medications are prescribed. Information sheets are provided which are topic, diagnosis, and medication specific.

### **31.5 Supplies and Office Equipment**

*31.5 Supplies and Office Equipment:*

#### **31.5.1 STOCK SUPPLIES**

*31.5.1 The Respondent should be prepared to provide whatever stock supplies are required to perform under the contract. Respondent will also supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders, alpha indexes and forms, pharmaceuticals, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants. All equipment noted below is owned by the Facility and may be used in conjunction with that furnished by the contract provider.*

Armor will provide whatever stock supplies are required to perform under the contract. Armor will also provide, at our expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders, alpha indexes and forms, pharmaceuticals, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants.

#### **31.5.2 EQUIPMENT SHALL REMAIN PROPERTY OF THE COUNTY**

*All equipment purchased under the contract, including all computers, desks, chairs, etc., shall be the property of the County and shall remain on site at the termination of the contract. All supplies purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.*

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Armor will be responsible for assessing the office and medical equipment needs. All equipment purchased under the contract will be the property of the County and will remain on site at the termination of the contract. All supplies purchased for use in the performance of the contract, will be the property of the County and will remain on site at the termination of the contract.

### **31.5.3 SITE AND EQUIPMENT REVIEW**

*The Respondent shall do a site and equipment review of all medical and replace and furnish all required equipment to maintain the level of care required in this contract and industry standard practices.*

Medical equipment identified in Article VII Paragraph D.1 below will be provided by the Fort Bend County Hospital District for use by the Proposer. Armor will be responsible for ongoing repair and maintenance of all medical and office equipment provided and owned by the County or the District for use by Armor. Should such equipment become non-serviceable due to routine use, then we understand that the County or District will be responsible for its replacement. Non-serviceable medical and office equipment will be returned to the County or District as appropriate.

### **31.6 MEDICAL EQUIPMENT INVENTORY**

*Medical Equipment Inventory:*

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

*Diagnostics/Lab: Pulse-oximeter*

*Otoscope*

*Thermometer*

*Mobile Phlebotomy*

*Furnishings: Medication Carts (4)*

*Infirmery Beds*

*Autoclave*

*Dental Chairs (2)*

*Exam Rooms w/ Tables (4)*

*Wall Mounted Exam Light*

*Wheelchairs*

*Emergency: Emergency Carts w/Small Backboard (2)*

*Gurneys*

*02 Tanks (14)*

*EKG Machines*

*AED's (2)*

*Carido Monitor*

*Small Equipment: Nebulizers*

*Blood Pressure Cuffs*

*Stethoscopes*

*Glucometers*

*Cast Cutter*

*Scales*

*Digital Oral Thermometers*

*Hand-held Doppler*

*Digital Dental X-Ray*

*IV Poles*

*Oxygen Concentrator*

*Cardiac Monitor*

*Urine Analyzer*

*Office Equipment: Desks*

*Chairs*

*Filing Cabinets*

*Book Shelves*

*Medical Recliners*

*Small Swivel Stools*

Armor understands that the medical equipment listed above is currently owned by the Facility and will be available for our use.

### **31.7 Services to Staff**

*Services to Staff:*

Armor will provide the following services to staff

### 31.7.1 EMERGENCY SERVICES

*Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility and provide appropriate incident report.*

Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facilities and provide appropriate incident report.

Armor will provide on-site emergency medical treatment for employees, visitors, and contractors who are injured or who become ill while working on the job. This treatment will consist of stabilization and referral to a personal physician or local hospital. Staff responding will document the services provided. Only emergency or urgently needed care will be rendered. Employees, volunteers, and visitors not requiring emergency care will be encouraged to follow up with their personal primary care provider as soon as possible. We will incorporate training for such emergencies into our internal disaster planning and exercises.

Nursing staff will utilize approved nursing protocols for treatment of emergencies, possess CPR and AED certification, and have an adequate supply of emergency antidotes, medications, and equipment for the treatment of on-site emergencies.

Armor provides emergency response training to all clinical staff upon hire and annually. Our emergency response training addresses:

- + individual patient emergencies,
- + mass disaster emergency response,
- + disturbance emergencies such as inmate fights and self-harm behavior, and
- + facility emergencies such as fire or power outages.

Our training objectives cover:

- + Emergency Response Plan,
- + use of emergency medical equipment and supplies, and
- + staff responsibilities during an emergency.

Staff are required to complete a comprehensive training module, followed by a written test and demonstration of their skills in assessment of the patient and use of equipment. Formal emergency response evaluations of staff on each shift, are conducted at least annually.

All of Armor's emergency training is predicated on Basic Life Support protocols. We have included our training module in ***Appendix F (Sample Emergency Readiness Training Plan)***, for your review.

### **31.7.2 HEALTH EDUCATION FOR SECURITY STAFF**

*The Respondent shall provide health education for security staff not to exceed fifty (50) hours of instruction per year in such areas as:*

*Airborne Pathogens*

*Bloodborne Pathogens*

*Recognizing and responding to Suicide*

*Recognizing and responding to Mental Health Concerns*

*Emergency Procedures*

Armor, in cooperation with Fort Bend County administration, will deliver regularly scheduled health-related education for security staff who work with inmates. Our schedule meets NCCHC standard requirements. When requested, our local staff instructs correctional officers on topics such as:

- + Administration of first aid;
- + Recognizing the need for emergency care and intervention in life-threatening situations, (e.g., suicide, heart attacks, intoxication, and withdrawal);
- + Certification in cardiopulmonary resuscitation (CPR) in accordance with the recommendations of certifying health organizations;
- + Recognizing acute manifestations of certain chronic illnesses, (e.g. asthma, seizures);
- + Recognizing signs and symptoms of mental or disabling conditions, violent behavior, and acute chemical intoxication and withdrawal;
- + Deployment and correct utilization of naloxone (Narcan) for life-threatening opioid overdose;
- + Procedures for appropriate referral of inmates with health complaints to health staff;
- + Procedures for patient transfers to appropriate medical facilities or health care providers;
- + Precautions and procedures with respect to infectious communicable diseases, including blood borne and airborne pathogens;
- + Response to emergency or disaster conditions;



- + Procedures for suicide prevention: signs of suicide risk, procedures for suicide precautions.

### **31.7.3 MANAGEMENT OF THE HEPATITIS B VACCINATION PROGRAM AND TB SCREEN**

*The Respondent shall provide management of the Hepatitis B vaccination program and TB screen for all Facility staff. County will bear the cost of the vaccine.*

Armor will provide management of the Hepatitis B vaccination program and tuberculosis screen for all Facilities' staff. We understand that the County will bear the cost of the vaccine.



## Tab 3. Staffing



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**TAB 3 – STAFFING** (RFP Page 30-31)

*In evaluating this criterion, the Evaluation Committee will review what is proposed as a staffing pattern and benefits for the Facility. Included in the review of this portion of the proposal will be: staffing levels (e.g., physicians, mid-level providers, RNs and LPNs, dentists, dental assistants and hygienists, in-house specialists, psychiatrists, psychologists, mental health staff, and proposed coverage-taking into account the preceding and the pattern of coverage (number at each level, and days, hours, nights, weekends, full or part time, etc.). Also taken into account will be the levels of capabilities of senior management and on-site medical and administrative supervisors, and the use of off-site professional assistance (specialists and consultants). Tenure with Respondent for each proposed staff member will be considered. The staff retention and benefits packages will also be considered.*

Armor has proposed sufficient medical provider coverage on-site to cover the required needs of the FBDF. Our staffing levels (e.g., physicians, mid-level providers, RNs and LPNs, dentists, dental assistants and hygienists, in-house specialists, psychiatrists, psychologists, mental health staff, and proposed coverage-takes into account the preceding and the pattern of coverage (number at each level, and days, hours, nights, weekends, full or part time, etc.).

To ensure availability of key off-site medical specialists, Armor will establish a network of select qualified medical providers based upon anticipated needs. We plan to enter agreements with these providers to include negotiated rates, availability, and protocols for appointments, claims, etc.

We seek to provide required care on-site whenever possible and appropriate, to mitigate security risks, as well as the costs associated with off-site services. At all times, the safety and medical well-being of the inmate patient is always first priority. ***Please see Letters of Intent provided in Appendix G.***

Capabilities of Armor’s senior management and on-site medical and administrative supervisors are described in this section and resumes, including their tenure with Armor are provided in ***Appendix B***. Job descriptions are provided in ***Appendix C***.

Our Staff recruitment and retention plan is also provided in this section and our benefits package is detailed in ***Appendix I***.

***On the following pages please find Armor’s Fort Bend Preferred Staffing Matrix, Armor’s Proposed Alternative Option Staffing Matrix and our staffing justification for the FBDF.***



### Fort Bend Preferred Staffing Matrix

Ft. Bend County, Texas ADP 800										
Preferred Staffing										
Day Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
Health Services Administrator	8	8	8	8	8				40	1.00
Adm. Assistant	8	8	8	8	8				40	1.00
Medical Director	2	2	2	2	2				10	0.25
NP	8	8	8	8	8	8	8		56	1.40
DON	8	8	8	8	8				40	1.00
RN	12	12	12	12	12	12	12		84	2.10
LVN	44	44	44	44	44	44	44		308	7.70
LVN (Transport nurse)	8	8	8	8	8				40	1.00
LVN Pharmacy Manager	8	8	8	8	8				40	1.00
CMA	4	4	4	4	4	8	8		36	0.90
Medical Records Clerk	8	8	8	8	8				40	1.00
Dentist	8	8	8	8	8				40	1.00
Dental Assistant	8	8	8	8	8				40	1.00
MHP	20	20	20	20	20	12	12		124	3.10
Psych Tech	24	24	24	24	24	24	24		168	4.20
Mental Health Coordinator	8	8	8	8	8				40	1.00
Discharge Planner	8	8	8	8	8				40	1.00
Psychiatrist	4	4	4	4	4				20	0.50
<b>Total Hours / FTE - Day</b>	<b>198</b>	<b>198</b>	<b>198</b>	<b>198</b>	<b>198</b>	<b>108</b>	<b>108</b>	<b>0</b>	<b>1,206</b>	<b>30.15</b>
Evening Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
Psych Tech	24	24	24	24	24	24	24		168	4.20
									0	0.00
<b>Total Hours / FTE - Evening</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>168</b>	<b>4.20</b>
Night Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN	12	12	12	12	12	12	12		84	2.10
LVN	36	36	36	36	36	36	36		252	6.30
MHP	20	20	20	20	20	12	12		124	3.10
Psych Tech	24	24	24	24	24	24	24		168	4.20
CMA	8	8	8	8	8	8	8		56	1.40
<b>Total Hours / FTE - Night</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>92</b>	<b>92</b>		<b>684</b>	<b>17.10</b>
<b>Total Hours / FTE</b>	<b>322</b>	<b>322</b>	<b>322</b>	<b>322</b>	<b>322</b>	<b>224</b>	<b>224</b>	<b>0</b>	<b>2,058</b>	<b>51.45</b>



### Armor Proposed Alternative Option Staffing Matrix

Ft. Bend County, Texas ADP 800										
Day Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
Health Services Administrator	8	8	8	8	8				40	1.00
Adm.Assistant/UM	8	8	8	8	8				40	1.00
DON/Educator									0	0.00
Medical Director								16	16	0.40
ARNP/PA	8	8	8	8	8	8	8		56	1.40
Medical Records Clerk	8	8	8	8	8				40	1.00
RN Charge/Infirmery	8	8	8	8	8	8	8		56	1.40
RN Intake	8	8	8	8	8	8	8		56	1.40
RN H&Ps/Expanded H&Ps/Sick Call	8	8	8	8	8	8	8		56	1.40
LVN (transfer nurse)	8	8	8	8	8				40	1.00
LVN Med Adm/Detox	24	24	24	24	24	24	24		168	4.20
Dentist								10	10	0.25
Dental Asst.								10	10	0.25
Mental Health Director	8	8	8	8	8				40	1.00
Psychiatrist								16	16	0.40
Psych ARNP								16	16	0.40
Discharge Planner	8	8	8	8	8	8	8		56	1.40
Mental Health Professional	16	16	16	16	16	10	10		100	2.50
<b>Total Hours / FTE - Day</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>74</b>	<b>74</b>	<b>68</b>	<b>816</b>	<b>20.40</b>
Evening Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN-Charge/Infirmery	8	8	8	8	8	8	8		56	1.40
RN intake	8	8	8	8	8	8	8		56	1.40
RN H&Ps/Expanded H&Ps	4	4	4	4	4	4	4		28	0.70
LPN-Medication Pass/Detox	24	24	24	24	24	24	24		168	4.20
Mental Health Professional	16	16	16	16	16	10	10		100	2.50
<b>Total Hours / FTE - Evening</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>54</b>	<b>54</b>	<b>0</b>	<b>408</b>	<b>10.20</b>
Night Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN Charge/Infirmery	8	8	8	8	8	8	8		56	1.40
RN intake	8	8	8	8	8	8	8		56	1.40
LPN -Med. Pass/Court Meds/Intake	24	24	24	24	24	24	24		168	4.20
<b>Total Hours / FTE - Night</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>		<b>280</b>	<b>7.00</b>
<b>Total Hours / FTE</b>	<b>220</b>	<b>220</b>	<b>220</b>	<b>220</b>	<b>220</b>	<b>168</b>	<b>168</b>	<b>68</b>	<b>1,504</b>	<b>37.60</b>



### Staffing Justification

Position	Current Contract FTEs	RFP Preferred	Armor-Proposed FTEs	Methodology/Support
ADP 800				
Health Services Administrator	1.0	1.0	1.0	One Program Administrator for entire comprehensive medical program, including the CQI and compliance program. Administers, manages, and directs the nursing and ancillary services team. Accountable for the direction of the Infection Control and Surveillance program.
Administrative Assistant / UM	1.0	1.0	1.0	This position provides administrative assistance and clerical skills for the Health Services Administrator and Medical Director. This position also includes utilization management and assists with discharge planning.
Medical Director	0.25	0.25	0.4	The Medical Director will be the health authority for the medical contract and will be on-site one time each week and on-call 24 hours per day. The Medical Director will see complex patients as referred by the mid-level providers.
Mid-level Provider (NP/PA)	1.4	1.4	1.4	The NP/PA will provide chronic care, sick call, history and physicals, and medical observation patient services.
Dental Assistant	0.755	1.0	0.25	The dental assistant works in tandem with the dentist, assisting at the chairside as well as completing disinfection activities and tracking of sharps and caustics.
Dentist	0.630	1.0	0.25	The dentist will also act as Dental Director, and as such, will plan, organize, staff, direct, evaluate and represent the oral health program.
Medical Records Clerks	1.0	1.0	1.0	The medical records clerk oversees the release of information process, ensuring requested information from community providers is received and scanned into the electronic health record. They respond to requests from outside for medical records and ensure all loose paper documents are scanned to the patient's record.
Mental Health Supervisor/ Coordinator	1.0	1.0	1.0	This masters level professional works collaboratively with Psychiatry in establishing structure and in monitoring the Behavioral Health Programs at the facility. The Behavioral Health Director functions to



Position	Current Contract FTEs	RFP Preferred	Armor-Proposed FTEs	Methodology/Support
				ensure that mental health services are organized, adequate, and efficient. This position reports to the HSA and receives clinical supervision from the Regional Behavioral Health Director. The Behavioral Health Director is expected to carry a clinical caseload with approximately 75% clinical and 25% leadership services, which include quality assurance and the provision of regular reports and evaluations to the facility administration in accordance with standards.
Mental Health Counselors	6.2	6.2	<b>5.0</b>	Armor incorporates master's-level Behavioral Health Professionals to complete daily assessments and evaluations. Our Behavioral Health Professionals cover sick call requests, referrals, emergencies, and all other operations. In addition, Armor Behavioral Health staff provide periodic training for detentions staff. The facility will have a blend of day, evening, and weekend coverage from Behavioral Health staff. Psychiatry will work collaboratively with the Behavioral Health Director and Behavioral Health Professionals to ensure the prioritization of patient care, based on psychiatric acuity and need.
Discharge Planner/community liaison	1.0	2.0	<b>1.4</b>	The Discharge Planner supports planning and implementation of health care and related services to patients who will be released from the correctional facility. They assist in the development and maintenance of program and procedures to promote general patient understanding of post-release health care resources and treatment recommendations including the provision of release medications. Additionally, the Discharge Planner communicates with or provides regular liaison to community-based providers to promote continuity of care upon



Position	Current Contract FTEs	RFP Preferred	Armor-Proposed FTEs	Methodology/Support
				intake into the correctional facility and release.
Psychiatrist	0.5	0.5	0.4	The Psychiatrist will provide care to those patients in need of psychotropic medication management to include those who return from the State Hospital. This care is provided in coordination with the Psychiatric ARNPs. The Psychiatrist will provide leadership and oversight of the Mental Health team and their care of patients.
Psych ARNP	0.0	0.0	0.4	The Psychiatric ARNP will work in conjunction with the Psychiatrist and Behavioral Health Director in the provision of care to those patients in need of psychotropic medication management. The Psychiatric ARNP will be utilized to provide mid-level coverage of those who require Mental Health treatment in the facility.
Psych Tech	0.0	12.6	0.0	The psychiatric technician will aid in basic patient care such as eating, bathing, dressing, and teaching and encouraging basic hygiene while observing patient progress to identify the need for additional services or changes in current treatment. Provide behavioral emergency assistance, such as patient restraint using approved agency curriculum or basic first aid when needed, as well as recognize and report homicidal or suicidal behaviors. Monitor and document behavior of patients in seclusion or on precautions.
DON	1.0	1.0	0.0	See Charge RN.
Charge RN	0.0	0.0	4.2	The RN Manager will assist the Health Services Administrator in supervising the nursing staff. This working supervisor position will also conduct intake screenings, response to emergencies, conduct sick call, participate in the CQI program and will serve as the contact person during weekends and after-hours for security. The Nurse Manager will have authority to work with security staff to resolve issues at the lowest level that might arise during their assigned shift.

**Tab 3 – Staffing**



Position	Current Contract FTEs	RFP Preferred	Armor-Proposed FTEs	Methodology/Support
RN	4.2	4.2	6.3	The registered nurses will conduct intake screenings, sick call, emergency response, patient education, and provide care for those patients admitted to the medical observation unit. On the night shift, they will prepare and administer medication for those patients with court appointments, as well as provide care and treatment to patients with diabetes.
LVN (transport nurse)	1.0	1.0	1.0	The LVN transfer nurse coordinates all paperwork necessary for inmates leaving the facility to other facilities, and for inmates coming to the facility from other facilities. Coordinate all ordering of necessary supplies and equipment. Coordinates all annual equipment inspections. State TB reporting and oversight of testing in the facility.
LVN	14.0	14.0	12.6	The LVNs will administer medications, make rounds and provide care to patients detoxing, and will conduct ordered treatments such as blood pressure checks, diabetes care, and wound care. (This position will also manage the pharmacy in Armor’s proposed FTEs.)
LVN Pharmacy Manager	1.0	1.0	0.0	
CNA	2.3	2.3	0.0	
<b>TOTALS:</b>	38.235	52.45	37.6	

### Senior Management Capabilities

Resumes of key individuals who will have project implementation and operational oversight for the contract (Chief Medical Officer, Chief Nursing Officer, Regional Vice President, Pharmacy, UM, Behavioral Health, and Human Resources leadership) and provided in **Appendix B**. Also included, are SAMPLE Medical Director, Director of Nursing, Health Services Administrator (HSA), Behavioral Health Director, Psychiatrist, and Behavioral Health Professional resumes. Armor intends to retain as many of the incumbent employees as possible. However, should we need to hire a Medical Director, HSAs or other clinical operations staff, we will seek candidates with similar credentials to the samples provided.

The following table summarizes the roles and responsibilities of the key members of our oversight / transition team.

Name / Title	Summary of Project Responsibilities
<b>Kim Crowel</b> Regional Vice President	<p>Will serve as the regional executive/Program Administrator (primary account representative) who is corporately accountable for overall contract operations. Together with the HSA, will provide administrative oversight and allocation of corporate resources to support inmate health care services. Will serve as primary liaison between Armor and the FBSO, meeting regularly with facility administration during program implementation. Will lead all aspects of implementing the transition plan. Leads clinical orientation along with other clinical operations team members. Assists the onsite leadership in evaluating and developing a plan of corrective action for aspects of clinical programs to include, intake, sick call, infirmary, chronic care, and pharmaceutical ordering and administration programs. Oversees implementation of Armor’s onsite risk management, infection control, and continuous quality improvement programs.</p>
<b>Angela Goehring</b> Chief Nursing Officer	<p>Will provide senior executive accountability for organization and completion of contract transition including assignment of team members, monitoring progress and liaison, as needed with the facility. Will assign and organize corporate clinical operations registered nurses to train, mentor, and lead the implementation of the health services program, remaining available for expert consultation and technical assistance throughout the duration of the contract.</p>
<b>Jimmy Fernandez, M.D., MBA</b> Chief Medical Officer	<p>Responsible for the oversight, training and development of physicians and medical practitioners. Represents Armor in community to coordinate offsite medical services. Meets with public health agencies to organize joint programs. Provides leadership for the Clinical Operations Team including review of site-specific policies and staff development plans. Works closely with medical providers on site to understand and support pre-authorization process. Supports medical evaluation of programs in preparation for accreditation surveys.</p>



Name / Title	Summary of Project Responsibilities
<p><b>Ashley Phelps, PHD, CCHP, CBHS-BS</b> Regional Behavioral Health Director</p>	<p>Will provide input and supervision of behavioral health program and work with the behavioral health management team on local and national behavioral health initiatives. Will coordinate staff development, assist with officer training, quality management/ improvement, and program implementation. Will also advise on both administrative and clinical issues, particularly those that ensure that the mental/behavioral health program complies with contractual, legal, and accreditation requirements.</p>
<p><b>Mariloly Muller, RN</b> Executive Vice President Health Services</p>	<p>Will work in unison with the UM Medical Director to consult with on-site staff, hospitals, and off-site providers daily, to authorize services, verify prisoner / resident care needs, and oversee plan of care.</p>
<p><b>Roberto Pichardo, PharmD</b> Chief Pharmacy Officer</p>	<p>Will Work with our onsite pharmacy to implement formulary and coordinate alignment of onsite operations and procedures for streamlined order filling, delivery, documentation, and quality management of contracted pharmacy services. Advises Medical Director and Pharmacy and Therapeutics Committee. Monitors drug costs and utilization. Analyzes and develops reports to promote cost-effectiveness and compliance with formulary.</p>
<p><b>Jose Cosculluela</b> Chief Information Officer</p>	<p>Implements, directs and manages the administrative, operational and technical systems required to deploy technology assets within a correctional facility to include oversight of all facets of Electronic Health Record (EHR) implementation, maintenance, training, day-to-day management, system analysis, and program improvement. Works with site leadership to ensure proper installation and operation of all required technology services, including time clocks and computer systems.</p>
<p><b>Nichole May</b> Talent Acquisition Manager</p>	<p>Will ensure adequate support for all HR requirements during start up and throughout the contract. In conjunction with the Clinical Operations Team, ensures that each employee is introduced to Armor HR policies, procedures and that the Start-Up New Hire process is completed efficiently. Reviews and organizes local personnel files and initiates staff credentialing. Will work with site leadership in providing all HR orientation and benefits information during transition and throughout contract.</p>

Armor’s Oversight / Transition Team will work closely with the Fort Bend County staff to minimize disruption of security and ensure continuity of on-going medical services.

## Recruitment and Retention Plan

**Retaining Existing Medical and Administrative Staff.** When Armor takes over a contract, it is our intent to retain as many of the clinical employees as possible. Shortly after start-up, we conduct what we call a Barometer Check. This is an informal follow-up, focused primarily on those staff who were clinical employees, to ensure that they understand and are comfortable with the Armor way of doing things. This has proven to be an excellent retention tool by providing us with direct feedback and allowing the employees an opportunity to adjust to new systems and resolve unanswered issues. **Historically, approximately 95% of existing employees choose to stay with Armor following a transition.**

**Hiring Practices.** Armor works diligently to build a stable and professional healthcare staff at each facility we serve. We recognize that our greatest asset is our employees. We expect each employee will be treated with respect and value for their service to our clients and inmates. We believe that our employees respond positively to the high regard we hold for them. As a result, we have confidence that loyal employees and dedicated correctional professionals form a cohesive group at each of our contract sites.

Armor engages several strategies to sustain stable staffing. They include:

- + A comprehensive and contemporary approach to recruiting;
- + Staff retention through competitive compensation, recognition, and incentives;
- + Internal posting and encouragement of advancement; and
- + Continuous recruiting to sustain a pool of acceptable candidates.

**In executing our recruitment plan, we begin with a goal of retaining existing staff.** We believe at every facility there are dedicated nurses, providers, and staff members who are committed to a career in correctional health care. Our initial approach, as described in our transition plan (please see ***Appendix A***), is open and communicative featuring sincere dialog between the staff and our startup team and human resource professionals.

**Recruiting Process.** Once vacancies are identified, and the need to recruit staff is present, the following steps are brought to action to increase recruitment resources. Our recruitment specialist and key onsite staff collaborate to complete the following tasks:

1. Identify facility recruitment needs weekly through communication between the recruiting team and onsite staff.
2. Review Internal Tracking System and online databases of current applicants for appropriateness of location.
3. Place ads for all positions through online outlets and local media publishing venues.

4. Contact referral and recruitment resources.
5. Prepare credentials and resume for facility approval.
6. Schedule and complete telephone interviews; identify qualified candidates.
7. Perform preliminary credentialing to pre-qualify candidates for consideration.
8. Begin preliminary interviews with a special focus on technical expertise, emotional stability, and motivation.
9. Schedule onsite interview.
10. Submit selected candidates to County for security and other clearances.
11. Select finalist for presentation to the facility.
12. Schedule facility staff interview (as needed or requested).
13. Confirm all pre-offer submittals and certifications are met.
14. Extend offer (pending background check).
15. Ensure that onboarding has been completed through the Internal Tracking System and follow up with candidate prior to the first working date to ensure all questions/concerns have been met.

The following outline demonstrates the wide range of resources engaged by Armor to recruit professional staff.

### **TALENT ACQUISITION TEAM**

Armor has a robust Talent Acquisition team consisting of experienced correctional healthcare TA leaders, Recruiters, Onboarding Specialists, and Marketing/Sourcing Specialists who source and attract top-notch talent nationwide via a variety of methods and venues. Your facility will have a dedicated TA team, that is thoughtfully hand-picked based on your individual contract needs. We provide ongoing training and industry updates for our TA team to ensure that we remain up to date on the most cutting-edge recruiting strategies and resources on the market.

**Job Boards.** Armor utilizes our account partnerships with various online job boards to advertise all positions as well as advertising on state specific healthcare association websites.

- + Armor Website
- + Indeed, with sponsored ad placement
- + LinkedIn

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- + Craigslist
  - + ZipRecruiter
  - + NursingNetwork.com
  - + NursingJobCafe.com
  - + NursingCafe.com
  - + DocCafe.com
  - + Doximity.com
  - + PracticeAlert.com
  - + HealthCareers.com
  - + National and Local Professional Associations
  - + Handshake.com (academics)

**Candidate Sourcing.** Armor uses various resume databases to search and source potential candidates. Candidates are contacted via email and phone.

- + Applicant Tracking System
  - o Recruiters utilize our applicant tracking system, iCIMS, to engage with past and present candidates who have expressed interest in working with Armor. iCIMS provides a state-of-the-art talent platform to give our opportunities the highest level of exposure while producing exceptionally detailed TA metrics reports we can share with you so you so there is transparent communication concerning all recruiting activity at all times.
- + Internal HRIS System
  - o Paylocity is our HRIS of choice. We use this system to conduct outreach to former employees who were top performers to entice them to rejoin the Armor team and to solicit referrals.
- + Indeed Resume Database & Market Analytics
  - o Our account offers us a large national resume database and access to market and job posting analytics. This enables our Talent Acquisition team to analyze how our job postings are performing and allows us to enhance our job postings to produce the increased job posting response rate, in comparison to our local and national healthcare competitors.
- + LinkedIn Recruiter Premium account access



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- + DocCafe Resume Database
  - + Doximity Resume Database
  - + HealthCareers Resume Database
  - + ZipRecruiter Resume Database
  - + PracticeAlert Resume Database
  - + State-specific Licensing Board Database

**Social Media.** Armor leverages our digital and social media presence to advertise positions, career fairs, and enhance our employer brand. Understanding that social media is one of the largest venues for communication, we have a dedicated social media expert on our TA team who develops and executes complex, strategic social media campaigns to attract talent.

- + Facebook
  - o Company news, updates, and open positions are posted. Followers and current employees are encouraged to “share” the posts to reach a wider audience.
  - o Recruiters reach out to and join groups and follow official pages to access and use them for networking and advertising.
- + LinkedIn
  - o Recruiters have a Premium Recruiter subscription account that allows searching for candidates and direct in-mail messaging for recruiting passive candidates.
  - o Recruiters reach out to join groups and follow official pages to access and use them for networking and advertising.

**Radio Advertising (will be occurring).** Armor advertises on popular local radio stations during peak listening times.

**Targeted Outreach.** Armor Recruiters identify local and regional hospitals, clinics, correctional facilities, long term care facilities, home health agencies, mental health facilities, and other relevant healthcare settings and execute targeted recruiting campaigns at these worksites to entice their employees to join our team. These methods are useful in targeting passive candidates and networking / seeking referrals.

**Direct Mail Campaigns (will be occurring).** Lists are purchased and secured from state boards, local societies/associations, and from list companies that are then used to mail postcards, letters, or flyers to qualified provider candidates.

**Email Campaigns.** Email campaigns are sent to large, targeted audiences to advertise positions, company news, and updates. Email addresses are acquired from state boards, third party vendors, and internally created candidate email lists.

**Text Campaigns (will be occurring).** Armor has incorporated a texting platform, TextRecruit, into our recruiting methodology. This platform allows us to reach a group of targeted candidates directly on their mobile phones to advertise and gain interest in our positions.

**Conferences / Career Fairs.** Armor attends conferences and career fairs that are targeted to healthcare. Attendance is used for recruitment, branding, and to generate interest in joining Armor's team. Both national and local events are attended.

**Print / Newspaper Advertising.** Ads are placed in national and local publications advertising both Armor as a company as well as specific site vacancies and incentives. Armor places recurring ads in print and online journals (i.e., Florida Nursing Quarterly) which target all licensed professionals of a specific discipline who are licensed in that particular state. This ensures that we have consistent, ongoing employer branding recognition and have national outreach efforts.

**Academic Outreach.** Recruiters contact applicable university and college healthcare programs to network and recruit students and alumni. In addition to local universities and colleges, we are expanding our presence with online and national programs.

- + Universities & Colleges with Networking / Relationships
- + Special Events/ Dinners
- + Academic Job Board Advertising
- + Academic Career Fairs
- + On-Campus Presentations/Lunch & Learns

**Student Loan Repayment/Continuing Medical Education Programs.** Armor understands the importance of encouraging and providing resources to allow our employees to grow and remain up to date on all industry trends and advances within their discipline. As such, we provide annual CME allowances for our employees, which can be applied toward qualified educational expenses applicable to their current discipline or to advance into a new discipline, if desired.

Additionally, Armor is implementing a student loan repayment program for our employees as an enhancement to our benefits package. Only 8% of employers nationwide offer this benefit, so offering this attractive benefit will better secure our position as the employer of choice for healthcare professionals nationwide.

**Military/Diversity Recruiting.** Armor is a military and veteran friendly company and our recruiters proactively target and recruit retiring and separating military clinicians and veterans. Additionally, we recognize the importance for active diversity recruiting strategies and actively engage and advertise with various organizations/associations nationwide, such as:

- + MilitaryMedicalNews.com
- + MinorityNurse.com
- + National Black Nurses Association
- + National Association of Hispanic Nurses
- + National Coalition of Ethnic Minority Nurse Associations
- + Philippine Nurses Association of America

**Employee Referral Program & Bonuses/Incentives.** Armor has an employee referral program in place for current employees to recommend candidates and receive a referral bonus upon successful placement of a candidate. We have engaged with a platform called EmployeeReferrals.com, which allows our team members to be actively engaged in our recruiting process, providing them with additional incentives to do so.

We solicit names of colleagues from each new contact made as well by networking with our existing provider/healthcare professional group. This has helped us build new relationships as well as a database of candidate profiles for current and future employment.

In addition to our employee referral program, we also offer impressive sign-on and retention bonuses of up to/over \$10k to incentivize potential candidates.

To ensure we are casting the widest net possible in our talent acquisition outreach efforts, we provide relocation assistance for all full-time positions within our organization. This affords our TA team the ability to recruit quality healthcare professionals nationwide vs. focusing solely on the local talent pool.

### **DIVERSITY: EMPOWERING PEOPLE, PATIENTS & THE COMMUNITIES WE SERVE**

As a minority and physician owned healthcare provider, at Armor Health we operate our business with social responsibility, focusing on initiatives that support our diverse workforce, advance employee and patient health and wellness, protect our environment, and strengthen the communities we support and work in.

We believe our workforce and provider networks should reflect the diversity of our client's, patients, and the communities in which they live, which in turn helps drive overall satisfaction of patient care and successful outcomes. We also believe partnering with local and diverse suppliers, staffing agencies, and provider networks drives economic impact and supports our diversity and inclusion goals.

At Armor Health, our 1,200 team members, who represent many different backgrounds, perspectives, talents, beliefs and values, are the backbone of our vibrant workforce, and essential to our success.

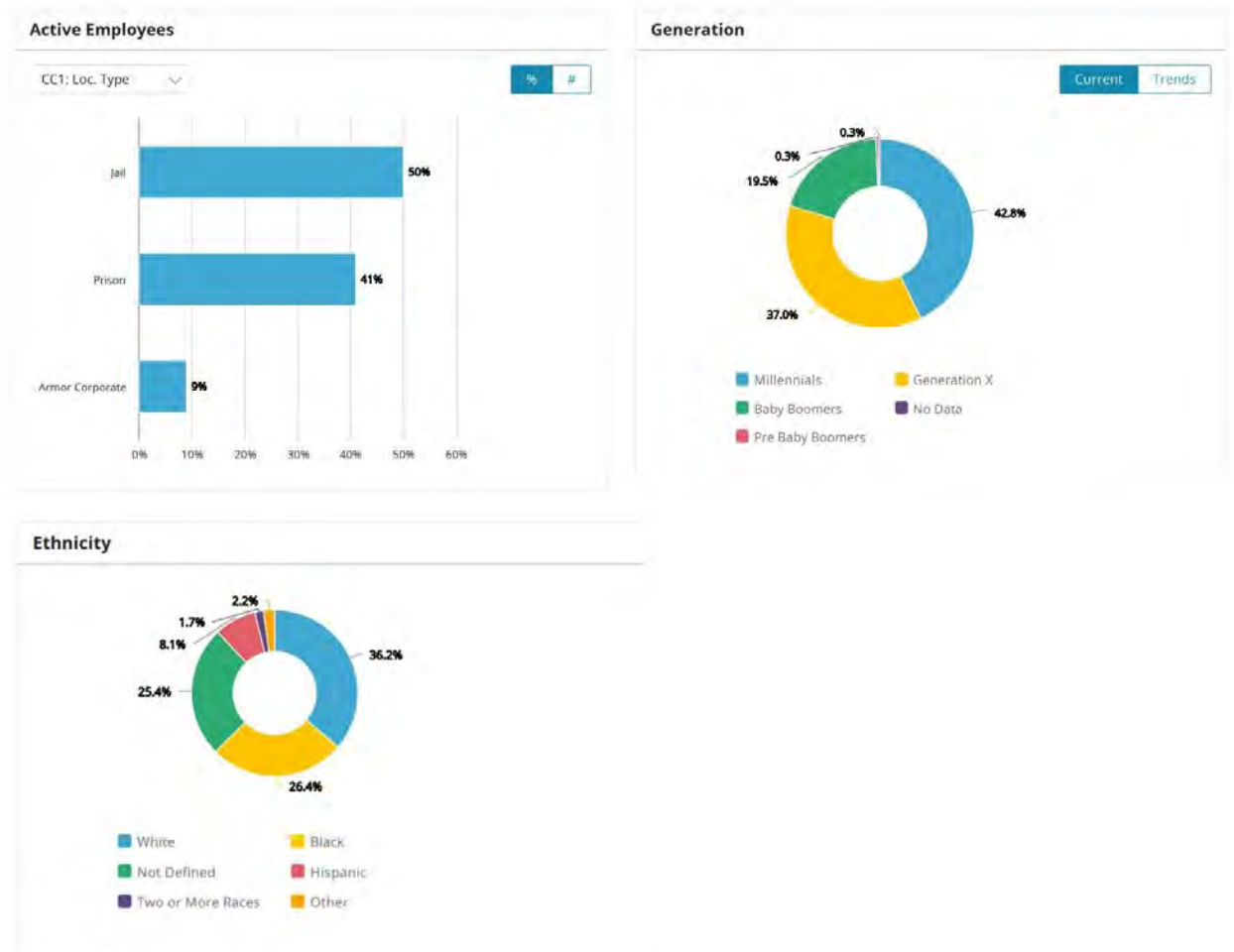
Employee and provider diversity is a business strategy that creates a more transparent and inclusive workforce and provider network, resulting in a broader base of talent resources that can drive competition and innovation efforts. Our goal is to enable a diverse workforce and provider network that is inclusive to individuals who are women, ethnic minorities, veterans, LGBTQ, or disabled.

**Reflecting Our Communities.** A diverse workforce makes sense in today's healthcare delivery model for several reasons. Not only can it drive competition and innovation, but it speaks to the people we serve. As the United States has become increasingly diverse, the diverse patients and communities we serve want healthcare providers that are culturally relevant to them. Working to provide a diverse workforce is one way we can ensure our care providers reflect the communities in which we live and work, while delivering quality care.

Supplier and provider network diversity is in our DNA, philosophy and process: identifying the right community supplier for the right need for Fort Bend County. As a partner to our clients, we help them support their local community and economy while maintaining a steadfast commitment to supply chain competitiveness, quality, safety, and service.

We believe developing and leveraging local relationships, provider networks, nonprofit partnerships, and our own partnership with local community leaders, will deliver to Fort Bend County and the FBSO a model of quality care that improves and nourishes the lives of the patients we will serve.

**Armor Health WorkForce Diversity Statistics.** Armor's commitment to workforce diversity is demonstrated in our current diversity performance statistics below. Employees designate their ethnicity on an opt -in completion of their own profiles. As you see in the below chart 27.6% chose not to disclose or chose other. Actual percentages for minority ethnicity of the workforce is most likely considerably higher than reported.



### Benefits Package

For information on Armor benefits please see [Appendix I](#).



## Tab 4. Continuous Quality Improvement and Administrative Oversight Plan



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## **TAB 4 – CONTINUOUS QUALITY IMPROVEMENT AND ADMINISTRATIVE OVERSIGHT PLAN (RFP Page 31)**

*Included in this criterion of the evaluation will be: Detailed listing of all areas of continuous quality improvement and the frequency of the audit. Samples of administrative reports reviewed and the frequency of their review. Administrative structure associated with contract management and oversight.*

### **ARMOR’S CONTINUOUS QUALITY IMPROVEMENT PROGRAM**

Armor implements a comprehensive continuous quality improvement (CQI) program for each correctional facility where we provide health services. We will design a CQI plan specific to the needs of the facilities. The basic elements of our CQI plan are:

- + Armor’s Continuous Quality Improvement Manual,
- + Comprehensive policies and procedures that incorporate quality assurance principles, and
- + Consultation by our team of clinical operations specialists.

Our approach will be led locally by our HSA. Our clinical operations team initially supports the HSA by implementing procedures, training staff in CQI and monitoring the program. Team members include Certified Correctional Health Professionals with extensive experience in program accreditation, quality management, and delivery of clinical services in similar facilities. With Armor’s support and technical assistance, our HSA will be well equipped to adapt Armor’s resources locally.

Our Regional Vice President also supports the program by receiving and tracking reports and by completing checklists during periodic site visits.

Once the CQI program is operating, our Clinical Operations Specialists will conduct periodic Performance Enhancement reviews which will include monitoring the CQI program to ensure that audits are on-going, corrective action plans are in place where appropriate, and CQI is providing sound approaches of evidence based medical services at the jail. Our company-wide schedule covers all aspect of patient care in the facility over a one-year period.

Armor’s Clinical Operations Team, utilizes the following resources as they implement the CQI plan and process:

- + Complete manual of guidelines and tools for implementing correctional quality improvement programs
- + Policies and procedures expressly governing execution of a CQI program at the jail to meet Armor’s standards, RFP specifications and contract terms

- 
- + Audit tools encompassing over twenty-five (25) topics many of which are required audits to meet accreditation standards
  - + Procedures for designing special or custom studies
  - + Model Corrective Action Plans
  - + Corporate wide calendar of audits
  - + Training and orientation for HSA and other key staff in quality management and CQI
  - + Participation by key members of the medical services staff in professional development and national association programs

**Mental Health** - Armor will incorporate all aspects of mental health services into the overall CQI plan and process. Mental health policies and procedures, based upon accreditation standards, will address quality improvement. In addition, designated mental health indicators and events will be the focus of required CQI activities. These include suicide prevention, restraints, psychotropic medications, and other critical events related to mental health.

**Organization of CQI** - Armor will organize a CQI Committee for the facilities to oversee standards of care, problem identification, problem resolution, ongoing quality improvement, and overall medical services performance monitoring. Members of the CQIC will include the HSA, Director of Nursing, medical providers, and other staff deemed appropriate. Work teams will be assigned to address specific problems identified by the Committee. The full Committee will meet at least quarterly, while teams will meet as required to resolve the identified problem and continue monitoring until sustainability is confirmed.

According to Armor's calendar of audits or CQI Calendar, we will require the CQI Committee to perform four (4) to five (5) audits each month following a pre-determined schedule to ensure continuous monitoring of key indicators at a frequency designed to comply with accreditation standards.

**Program Components** - The major components of the Quality Improvement Program are summarized below:

- + Written quality improvement plan with outcome-based measures consistent with evidence-based guidance provided by Armor's Corporate Medical Staff
- + Patient rights and patient service surveys
- + Risk and error management and review of sentinel events, including undesirable patterns or trends of systemic processes or outcomes
- + Regular and systematic monitoring of health care practices, including the overall environment, to ensure the highest quality care
- + Ongoing evaluation, based on assessing concerns of highest importance first, to identify

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improvements needed and the impact of solutions implemented

- + Utilization of the information gathered through the monitoring and evaluation process to recommend and establish standards of care
- + Implementation of recommendations based on evaluation and established standards of care to improve the quality of life of both incarcerated populations and staff working with these populations.

**CQI Process** - Our medical services staff will follow the process described in the outline that follows. As a result, there is systematic, continuous audit and review of key clinical indicators.

**Step I: Problem identification:** identification of health care delivery issues that require evaluation. Priority is given to services that are high-volume, high-risk, problem-prone or essential. Problem identification includes monthly reviews by the designated CQI coordinator for such areas as:

- + Tuberculosis testing
- + Emergency department visits
- + Withdrawal and detoxification procedures
- + Access to care
- + Diagnostic and laboratory testing
- + Nursing triage of sick call requests
- + Inmate grievances
- + Health-related incident reports

The CQI Committee will utilize reports from management, medical records, patients' grievances, staff suggestions, surveys, observations, monthly statistics, disaster drills and reports of incidents, accidents, environmental monitoring, infection control, and inmate deaths.

Armor will establish a CQI Calendar, outlining standard audits each month to ensure that the program is comprehensive and includes both on-site and off-site services in reviews periodically for quality, appropriateness, and continuity of care.

Armor employs continuous quality improvement methodologies to effectively manage and optimize clinical outcomes and administrative and staffing resources. We have developed audit tools for at least twenty-nine (29) indicators targeting a wide range of special needs and critical elements of correctional medicine. With our clinical operations team providing technical support and assistance, the HSA and the CQI Committee will work closely with the contract monitor to ensure that our quality management indicators and studies are compatible with both contract requirements and facility accreditation goals. In addition, we

will review CQI activities completed in the past month and those scheduled to take place the next month at each Medical Audit Committee meeting to ensure that FBSO has an opportunity to monitor CQI and to approve of pending studies.

The CQI Committee will utilize reports from management, medical records, inmates' grievances, staff suggestions, surveys, observations, monthly statistics, disaster drills and reports of incidents, accidents, environmental monitoring, infection control, and inmate deaths.

**Step II: Problem Resolution.** Once the Committee and its working teams have identified potential problems, we develop indicators to collect data, evaluate findings, and make recommendations for corrective action(s). For each issue, we implement a corrective action plan. The indicators are objective and measurable. They define a single element to be evaluated, contain a time and frequency designation, relate closely to the specific aspect of care, and include a percentage compliance goal.

**Step III: Monitoring.** Once the corrective action plan has been initiated, the CQI Committee will monitor ongoing activities and obtain feedback on the effectiveness and sustainability of the changed process. Once the change has proven to be positive and sustainable, Armor will recommend new policies and procedures.

**CQI – Medical Record Reviews -** Armor incorporates periodic medical records reviews into the program of continuous quality improvement by randomly selecting records from specific inmate classifications, patient diagnoses, diseases, or events such as hospitalization. The reviews compare documentation to published standards, and actual care to recommended protocols. Through these reviews, we determine if patients are receiving appropriate care in relation to existing policies and acceptable clinical practice. Each review focuses on these aspects of patient care:

- + Adequacy of treatment plans
- + Extent to which medical practitioner's orders are carried out appropriately
- + Completeness of the medical record
- + Types of medications ordered and notations regarding their administration
- + Implementation of treatment protocols

Periodic medical records review will also be used for risk management purposes by regularly monitoring high-risk, high-volume or problem-prone aspects of care provided to patients.

**Infection Control and Surveillance Activities.** Armor includes our infection control policies in the CQI program in order to monitor the management of communicable disease surveillance and treatment. This includes reporting of communicable conditions (e.g., tuberculosis, sexually transmitted diseases, and hepatitis) and analysis of related trends. In consultation with the Health Department, Armor will adopt standards specifically for

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infection control that will be based on recommendations from the Centers for Disease Control and Prevention, the World Health Organization and the American Public Health Association. Our goals in implementing the infection control monitors, as an essential component of CQI, will be to achieve the following benefits:

- + Effective systems for identification, prevention, and control of communicable disease;
- + Data collection and analysis to support forecasting of health care service needs, as well as education and training priorities
- + Adequate community follow-up and coordination of care following discharge or release
- + Healthy environment through specially planned prevention and intervention.

**Armor's Mortality Review Process.** Upon identification of a sentinel event or adverse clinical event, an Unusual Occurrence Report (UOR) is completed, and Armor facility and corporate management personnel are notified. A sentinel event call is scheduled to discuss the sentinel event or adverse clinical event. Participants on the call include the HSA, Medical Director, Chief Medical Officer, Chief Nursing Officer, VP of Health Services, Regional Medical Director, Risk Management Coordinator, Director of CQI and others as necessary. Alternative management strategies or recommendations for process management are discussed and documented for the next facility CQI committee meeting, and, when appropriate, a corrective action plan is instituted. Mortality reviews are conducted in a similar manner as sentinel events with a discussion of the appropriateness of clinical care provided and the effectiveness of the facility's policies and procedures relevant to the circumstances surrounding the death. The following questions are considered:

- + Could the medical response at the time of event be improved?
- + Was an earlier intervention possible?
- + Was any escalation opportunity missed?
- + Was training appropriate for the involved staff?
- + What was the role of physical, environmental or operational factors?
- + Independent of the cause of death (whether as the result of a healthcare intervention or natural cause), is there any way to improve patient care?

In addition, in the event of a suicide, a written post-mortem psychological autopsy is conducted by the treating site psychiatrist /designee and presented during the review process. The sentinel and mortality review information will be shared with FBSO Administration during the MAC meeting, CQI meeting, and at any time information is requested by the FBSO Administration.



## Tab 5. Qualifications / References





## TAB 5 – QUALIFICATIONS/REFERENCES (RFP Page 14, 15 & 29)

### MINIMUM QUALIFICATIONS

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

#### 29.1 ORGANIZED FOR THE SOLE PURPOSE OF PROVIDING HEALTH CARE SERVICES

*The Respondent must be organized for the sole purpose of providing health care services and have previous experience with proven effectiveness in administering correctional health care programs.*

Armor is explicitly organized for the purpose of providing correctional health care services. Our experience and effectiveness in administering correctional health care programs is detailed throughout our proposal.

#### 29.2 CORPORATE EXPERIENCE – REFERENCES

*The Respondent must have at least five (5) continuous years of corporate experience in providing health care services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the Facility. Emphasis will be placed on those referenced correctional facilities in the State of Texas.*

Armor has 18 continuous years of corporate experience in providing health care services at correctional facilities. The following three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the Facility are provided as references. A full list of Armor’s current contracts is provided later in this section.

Client Name / Location	Type / ADP / Services	Contact Name/Phone E-mail/Fax	Contract Dates
<b>Nueces County Sheriff's Office</b> 901 Leopard Street Corpus Christi, TX 78401	County Jail 1,045 Correctional Medical and Mental Health Services	<b>Sheriff JC Hooper</b> 361-887-2222 john.hooper@nuecesco.com	12/01/2020 11/30/2023
<b>Franklin County Sheriff's Office</b> 370 S. Front Street, 2nd Floor Columbus, OH 43215	County Jail 1,750 Correctional Medical and Mental Health Services	<b>Chief Geoffrey Stobart</b> 614-525-5785 Gastobar@franklinkcountyohio.gov	10/18/2021 10/17/2024



Client Name / Location	Type / ADP / Services	Contact Name/Phone E-mail/Fax	Contract Dates
<b>Lee County Sheriff's Office</b> 14750 Six Mile Cypress Parkway Fort Myers, FL 33912	County Jail 1,501 Correctional Medical and Mental Health Services	<b>Undersheriff John Holloway</b> 239-728-1555 jholloway@sheriffleefl.org	09/10/2021 9/30/2024

**29.3 OPERATE IN ACCORDANCE WITH NCCHC, ACA AND TCJS STANDARDS**

*The Respondent must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.*

Armor will provide high quality, evidence-based health care services for the inmates of the FCD. Medical services will be delivered to the inmate population consistent with all applicable federal, state and local laws and the specifications, standards, and requirements as established by the AMA, National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), Texas Commission Jail Standards (TCJS), and Prison Rape Elimination Act (PREA) relating to health services in correctional institutions in the State of Texas. Our team of professionals will manage the delivery of comprehensive medical services to the inmate population, 24 hours a day, seven days a week, via a streamlined, accountable, and expert approach, as described throughout our proposal. Armor agrees to comply with all of the requirements set forth in this RFP.

**29.4 ABILITY FOR 30-DAY START-UP**

*The Respondent must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.*

Armor’s ability to provide healthcare specifically for the FBDF is detailed throughout our proposal. Our project approach to the RFP scope of work is detailed in **Section 2**.

Armor knows the importance of a smooth transition and seeks to minimize the disruption to our client, our patients (inmates), and our staff. As such, we invest significant resources to minimize those disruptions and ensure a return to “business as usual” as quickly as possible. We deploy all necessary personnel, including our Regional Vice President, to carry out our transition and to ensure the client’s needs and concerns are appropriately addressed.

**Armor has a solid reputation for seamlessly transitioning clients systematically and on-time.** Armor’s ability to transition programs is one of our greatest strengths, and we

have the reputation of accomplishing these transitions while simultaneously achieving accreditation standards.

#### Armor Transition Accomplishments

**Comprehensive Service** - Armor has established comprehensive health services at several completely new correctional facilities where our client relied on us, from the beginning, to formulate equipment, initial staffing, and opening plans.

**Infirmery / Medical Unit Upgrades** - In other locations, Armor has occupied new medical clinics and infirmaries at correctional facilities where we assumed a key, coordinating role in timely occupation of the facilities and smooth start-up of new systems to support additional onsite capacity to treat acute prisoner / residents.

**“Record to Electronic Record Conversion”** - Armor has completed “record to record” conversion from a proprietary electronic health record or manual records to our electronic application on time and within six weeks. Although it requires the full cooperation of the prior healthcare provider, the value in terms of operability, client ownership, and hi-tech compliance is well worth the extra effort.

**Partnerships to Meet Local Challenges** - Armor has subcontracted or partnered with community providers to staff and manage select health programs. In every case, our integrated Armor/Partner program was fully operational on the contract start date.

Upon award of the contract, we will meet with the FBSO administrators to coordinate a smooth transition for any current staff members who wish to become employees of Armor.

**We value their experience and will seek to retain all staff members who are in good standing with the FBSO.**

When Armor takes over a contract, it is our intent to retain as many of the clinical employees as possible. Shortly after start-up, we conduct what we call a Barometer Check. This is an informal follow-up, focused primarily on those staff who were clinical employees, to ensure that they understand and are comfortable with the Armor way of doing things. This has proven to be an excellent retention tool by providing us with direct feedback and allowing the employees an opportunity to adjust to new systems and resolve unanswered issues. **Historically, approximately 95% of existing employees choose to stay with Armor following a transition.**

Keeping our focus on maintaining a systematic and professional transition, we organize critical resources and install our required management systems prior to the first day of our contract. It is our goal to identify any concerns early on and to put solutions in place to address them, but should difficulties arise, you can count on us being there to

#### ***Our clients say it best:***

*Armor focused on a smooth transition in order to maintain continuity and employment of key staff. The company did a great job.*

***Mark Simpson,  
St. John's County Sheriff's Office***

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minimize their impact as we continue to move our program forward.

As needed, we will identify qualified candidates and begin interviewing, following a comprehensive recruitment plan that ensures sufficient coverage with appropriately credentialed personnel. Our recruiting staff will work directly with our site-based leadership staff to identify and screen candidates and coordinate interviews.

Armor has managed transitions in as few as 14 days, however we recommend at a minimum, a 30-day transition period. The following 30-day transition plan is provided for illustration purposes only. Upon contract award, we will work the County to determine the specific needs and concerns and submit a customized transition plan for approval. We have provided a sample transition plan (Gantt chart) as **Appendix A**, which we will refine upon contract award to meet the specific needs of the County.

#### **Upon Award of Contract and Week One**

1. Introduce Armor key transition personnel.
2. Meet with the County's key transition personnel.
3. Present transition plan for County review and approval.
4. Hold initial discussions with existing medical staff to determine their interest in employment with Armor after input from ACSO Administrative staff.
  - a. Identify key County staff and establish communications to begin coordinated staffing effort for transition, post information about applying for Armor positions.
  - b. Begin to discuss Armor employment with current employees.
  - c. Begin collection of applications for staff currently employed.

#### **Week Two**

1. Transition from current health care system
  - a. Finalize start-up checklist for the County.
  - b. Begin weekly transition team meetings to review transition plan and action items for the weeks. Follow up on the previous week and identify any long-lead items.
  - c. Begin recruitment for staffing positions not being filled with incumbent staff.
2. Processes
  - a. Begin registration of operations license for the County (County, CLIA, DEA, Pharmacy, etc.).
  - b. Conduct tour of facility to identify clinical operations that are compliant and non-compliant with standards.

- c. Verify medical records data, as available and appropriate.
  3. Core care
    - a. Request meeting with the County core care members to begin transition of services.
    - b. Begin to create site-specific policies and procedures, forms and manuals, based upon facility structure, County administration input, County policies and procedures, and applicable laws and regulations.
    - c. Request input from the County on formulary and cooperatively determine definition of approved formulary and non-formulary medications.
  4. Services
    - a. Identify current service providers, including, but not limited to, hospitals, diagnostic services, and specialty services. Establish communications and begin negotiating terms.
    - b. Begin transition planning for behavioral health care providers.
    - c. Create and finalize the operational facility healthcare plan and present to the County for approval.
  5. Supports
    - a. Assess utilization of office equipment and supplies.
    - b. Review approved staffing level in contract and identify those positions that are different from the current staffing levels for existing provider. Estimate vacancies for existing provider and identify use of agency or per-diem employees. Recruitment plan is created from these matrices.
  6. Staffing
    - a. Begin interviewing current staff for hiring.
    - b. Begin to collect applications from recruitment campaign.
    - c. Begin credentialing current employees, doctors, specialists, etc. offered conditional employment.
    - d. Begin interviewing candidates from recruitment campaign.
  7. Coordination and linkage with any identified community providers
    - a. Review final sub-contractor list and identify areas of care that are approved for contracted service. Present to the County for approval.
    - b. Begin contract negotiations with hospitals and off-site specialists.
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- c. Begin contract negotiations with hospitalist group to ensure efficient case management for hospital admissions through our Utilization Management department.

### **Week Three**

1. Transition from current health care system
    - a. Hold weekly transition team meeting to review transition plan and action items for the week. Follow up on the previous week and any long-lead items for review of completion status.
    - b. Finalize draft copies of site-specific forms and present for the County approval.
    - c. Approved site-specific forms are sent to printer.
  2. Processes
    - a. Create corrective action plan for standards deficiencies found in Week 2 and present for County approval.
    - b. Approve corrective action plan forwarded to Operations and Transition Teams for implementation upon contract.
  3. Core care
    - a. Begin establishing reference library with site-specific forms and policies.
    - b. Create on-call list for administrative medical personnel and communications protocol and present for County approval.
  4. Services
    - a. Review and finalize billing/invoicing procedures and systems (onsite and offsite treatment) for County. Present to County for approval.
    - b. Place orders for office equipment and supplies based upon utilization estimates.
    - c. Order computers (hardware and software), telephones, fax machines as needed.
  5. Supports
    - a. Finalize site-specific employee benefits packages for employee hiring and enrollment.
    - b. Create onsite personnel and human resources files.
  6. Staffing
    - a. Continue interviewing current staff for hiring.
    - b. Continue to collect applications from recruitment campaign.
-

- c. Continue to credential current employees, doctors, specialists, etc. offered conditional employment.
  - d. Continue to interview candidates from recruitment campaign.
7. Coordination and linkage with community providers
- a. Begin contract negotiations with onsite providers.
  - b. Finalize contract with pharmacy provider with approved Formulary.

#### **Week Four**

1. Transition from current health care system
    - a. Hold weekly transition team meeting to review transition plan and action items for the week. Follow up on the previous week and any long-lead items for review of completion status.
    - b. Provide the County with operational and business licenses.
  2. Processes
    - a. Establish PAR levels for site-specific forms and supplies.
    - b. Identify County legal and risk management contacts and chain of communication.
    - c. Review security requirements and security training for Armor employees at the County's facilities. Incorporate these measures into orientation program.
    - d. Identify priority training needs of retained staff and new staff.
  3. Core care
    - a. Meet with EMS provider to identify specific operations plan. Confirm EMS provider and operations plan meets with County approval.
    - b. Review offsite and hospital utilization. Identify areas of note or concern.
    - c. Finalize offsite network of care.
    - d. Begin clinical review of current caseloads of providers.
  4. Services
    - a. Review contract reporting with the County.
    - b. Review weekly, monthly, quarterly reports with the County for format and submission approval.
    - c. Coordinate mental health training for County staff, if appropriate and requested.
    - d. Schedule delivery of supplies and equipment.
-

- e. Program and determine installation timeline of payroll system.
5. Supports
- a. Finalize plan for cell phones.
  - b. Obtain CLIA waiver.
  - c. Obtain insurance certificates and present to the County.
  - d. Create training and orientation files.
  - e. Review continuing education units and establish calendar for monthly training.
6. Staffing
- a. Present the County with biographical and licensure information of credentialed staff for final review and approval.
  - b. Begin setting up facility tours for those approved by facility prior to hiring.
  - c. Begin credentialing applicants from external recruitment campaign offered conditional employment.
  - d. Continue credentialing doctors, specialists, etc. offered conditional employment.
  - e. Continue interviewing candidates from recruitment campaign.
  - f. Continue to credential applicants from external recruitment campaign offered conditional employment.
  - g. Continue to present the County with biographical and licensure information of credentialed staff for final review and approval.
  - h. Continue interviewing candidates from recruitment campaign.
7. Coordination and linkage with community providers
- a. Finalize contract with EMS provider.
  - b. Finalize contracts with service providers.
  - c. Finalize contracts with Mid-Level/offsite care providers.
  - d. Attend tours/initiate visits of offsite providers and clinics as necessary.

### **Week Five**

1. Transition from current health care system
- a. Hold final weekly transition team meeting to review transition plan and action items for the week. Follow up on the previous week and verify completion of any long-lead items.
  - b. Complete medical review of medical services at the County.

- c. Present Armor Utilization Management program and processes to the County.
2. Processes
- a. Receive count of medications onsite.
  - b. Verify inventory of medication.
  - c. Receive new inventory of medications for start-up.
  - d. Prepare new supplies and equipment for start-up.
  - e. Review pharmacy reports with the County for approval.
  - f. Present site-specific job descriptions.
3. Core care
- a. Identify visits scheduled for offsite services or hospitalization to ensure seamless transition.
  - b. Medical Administrative Staff participate in joint rounds of medical housing unit patients.
  - c. Finalize utilization management reports and claims database.
  - d. Coordinate MAR transition with the County.
4. Services
- a. Review current chronic care clinic schedules for seamless transition of participants.
  - b. Confirm STAT and emergency order protocols and procedures for pharmacy operations with the County.
  - c. Post staffing schedule as required within the medical unit of the detention facility.
  - d. Organize and initiate key committees.
  - e. Schedule an initial operations audit.
  - f. Establish order of issue protocols (to include timetables).
  - g. Verify communications equipment and establish connectivity (Phone/Fax/Internet).
5. Supports
- a. Incorporate all approved site-specific policies and procedures into orientation program.
  - b. Verify orientation program components with the County for approval.

- c. Post licenses and certifications as required within the medical unit of the detention facility.
  - d. Confirm local pharmacy(ies) for STAT and special orders.
6. Staffing
- a. Final presentations made to the County with biographical and licensure information of credentialed staff for final review and approval.
  - b. Continue setting up facility tours for those approved by facility prior to hiring.
  - c. Finalize the hiring process for the credentialed staff that have received County approval.
  - d. Continue to credential applicants from external recruitment campaign offered conditional employment for backfill as needed.
  - e. Continue interviewing candidates from recruitment campaign as needed.
  - f. Continue to orient administrative medical personnel.
  - g. Continue to orient line-level staff.
  - h. Continue interviewing candidates from recruitment campaign as needed.
  - i. Finalize orientation of administrative medical personnel.
  - j. Finalize orientation of line-level staff.
  - k. Continue to present the County with biographical and licensure information of credentialed staff for final review and approval.
7. Coordination and linkage with community providers
- a. Finalize any offsite contracts.

**Start Date**

Please see **Appendix A** for a sample transition / implementation plan.

We employ Implementation Checklists to map our work and measure our progress as described below.

**Contract Administration and Client Communications** – The following partial Sample Checklist, illustrates our overall approach for this aspect of contract transition.



Our overall Transition Program will address the following areas:

Sample Start-Up Checklist		Team Member	Date Started	Date to Complete	Certified Complete
<b>Contract Administration &amp; Client Communications</b>					
1	Review Start Up Checklist with Facility, orient the jail staff to start up activities and goals.				
2	Identify key Facility & Armor staff & establish communications.				
3	Meet with Health Service Administrator & Medical Director, if available.				
4	Review program management plan with Facility to identify recruitment &/or replacement requirements. Initiate recruitment plan for HSA & Medical Director.				
5	Confirm appointment of Health Service Administrator & Medical Director pending interview and approval by Client. Begin recruitment if necessary.				
6	Review contract reporting & interface with Client & to establish Armor reporting & communications protocols.				
7	Orient Health Service Administrator & Medical Director to Armor.				
8	Coordinate implementation schedule with Client.				
9	Identify key community providers & stakeholders with the Detention staff to plan communications. Follow up with University Medical Center, UHS Family Practice, Southern Nevada Adult Mental Health Services (SNAMHS), and other local agencies to begin a coordination of care.				
10	Identify Client legal & risk management contacts.				
11	Review security clearance & background check procedures. Coordinate with Client to achieve efficient & complete reviews for on contract start up.				
12	Collect all required Client forms, policies & procedures & required program documents for incorporation into Armor implementation schedule.				
13	Review Armor billing, procedure & systems with Client, coordinate as needed. Consult on health service billing to other counties/agencies.				
14	Design format for routine management reports & service documentation.				
15	Submit outline of reports & database for approval.				

**Contract Administration and Client Communications** – We will meet with all relevant parties to establish general communication guidelines and coordinate essential administrative activities.

**Medical Records and Documentation** – We will review the forms and systems that are currently used including the electronic files and documents. We request a visual inspection of charts and records to be coordinated with FBSO staff.

**Compliance** – We will complete a thorough assessment of the compliance of staff and program to Armor operating standards including State statutes governing inmate medical services.

**Clinical Policies and Procedures** – We will provide a Policy and Procedure manual upon contract inception. This manual adheres to all accreditation standards and local and federal regulations and is then coordinated with current operating procedures in order to create a site-specific manual.

**Utilization Management and Offsite Service Coordination** – Our Medical Director of Utilization Management will consult with FBSO staff and all medical providers to improve care coordination between the facilities and the community for inmate hospitalization, emergency visits and offsite specialties. Our corporate specialists in provider relations and claims administration implement a program of utilization management, inmate tracking, and reporting to the FBSO.

**Training and Orientation** – We will deliver both personnel related and clinical service orientation sessions prior to transition for new hires and during the first week of Armor operations for existing staff to ensure that all providers are acquainted with Armor systems and critical policies and procedures.

**Medical Practitioner Appointment and Orientation** – Our Chief Medical Officer and key Armor staff will conduct orientation for providers to Armor’s manual of clinical guidelines for medical practitioners, quality management systems and administrative requirements for medical providers.

**Recruiting and Staff Retention** – Our planning for recruitment and staff retention begins with dual strategies: (1) open communications with existing staff to maximize retention of those acceptable to both Armor and the FBSO; and (2) identification of current candidates from our bank of resumes and on-going recruitment.

**Information Technology** – We will send information technology staff to the site where we work directly with our medical staff and FBSO staff to install communications including time and attendance systems, computers, internet and other technology related systems within hours of program transition.

**Pharmacy and Ancillary Services** – Our checklists provide detailed approaches to ensure continuous pharmacy service and access to vital ancillary services.

**Equipment and Inventory** – Transition Team members inspect equipment to remain on-site and complete an inventory to identify equipment needs. We coordinate inspections with FBSO staff prior to start up in order to ensure all parties agree on disposition of equipment.

## 29.5 ARMOR HISTORY AND CORPORATE STRUCTURE

*The proposal must include a company history, current corporate structure and resumes, including any relevant executive and manager positions of affiliated companies.*

We are excited to share our successful history of providing evidence-based, medical and mental health correctional services while demonstrating our seamless and fully integrated approach to service delivery with you. During our 18 years in business, **we have cared for more than 1.2 million inmates nationwide**, in correctional systems that range in average daily populations from 200 to 12,000.

The provision of best-in-class healthcare is a prescriptive art requiring significant collaboration. The path to best-in-class healthcare starts with transparency relating to vision and program performance between Armor and FBSO. Without transparency of vision and program performance, collaboration cannot be fully optimized. As industry leading subject matter experts Armor offers transparency in vision and program performance you will not find with any other vendor. Our subject matter experts bring to your agency hundreds of years of combined experience. This experience, paired with our passion for transparency, has cultivated a vision for FBSO that we are excited to bring to the table and create a shared vision for a long-lasting partnership.

In early 2019, we entered a new era of healthcare delivery. We developed proprietary clinical pathways in order to optimize positive results at intake and improve outcomes for

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inmates. Inmates may be assigned a number in booking; however, they are far from just a number in the Armor care delivery system. Our proprietary risk stratification system paired with our clinical pathways allows every patient to have a truly individualized plan of care resulting in improved patient outcomes, more efficient resource utilization, decreased off site utilization, and improved communications between our teams.

As a seasoned correctional healthcare company with more than 1000 professionals throughout our organization, **we have assembled a clinical and operations team with more than 250 years of healthcare experience and 200 years of correctional healthcare experience.** Our ties to providers and healthcare networks is unmatched in the industry. This gives us an advantage in providing the best pricing for our clients. At each of the facilities where we provide care, we have contained costs, ensured accreditation where the client requested and, fostered strong partnerships.

Armor's interest in and ability to provide the services described in this RFP, is evidenced by our proposed health services program described throughout our proposal, and by our alignment with and ability to meet or exceed the following FBSO goals:

- + Quality health care services for inmates in custody and control of the Adams County Detention Facility;
- + Development and implementation of a health care plan with clear objectives, policies and procedures, and with a process of documenting ongoing achievement of contract obligations;
- + Operation of a health services program 24 hours a day, 7 days a week, at full staffing, using only licensed, certified, and professionally trained personnel;
- + Administrative leadership that provides for both cost accountability and responsiveness to the contract administrator;
- + Assurance that required federal, state and local requirements and standards of care are met;
- + Continuing education for staff.

A corporate organizational chart is provided in **Appendix J**.

## **29.6 LEGAL ACTION HISTORY**

*The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.*

Please see responses below:

### **29.6.1 TERMINATED OR CANCELLED CONTRACTS**

*29.6.1 List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration and include the reason for each.*



Contracts that have been terminated or cancelled prior to contract expiration in the past two years is provided below.

Client Name	Type & ADP	Contact Name/Phone E-mail/Fax	Contract Dates	Reason
Virginia Department of Corrections P.O. Box 26963 Richmond, VA 23261	State Prison 12,000+	Director Harold W. Clarke 804.837.4532 Director of Communications Lisa Kenney lisa.kinney@vadoc.virginia.gov 804-674-3275	05/01/2006 04/30/2013 & 10/01/2014 12/31/2021	VA DOC elected to begin in-sourcing its Medical Services. Contract terminated

**29.6.2 LITIGATION CLAIMS**

*List and explain in detail all litigation claims for payments not made for offsite hospital care, whether open, closed and/or settled.*

Please see **Appendix K** for Armor’s list of litigation claims.

**29.6.3 SETTLED LAWSUITS AND JUDGMENTS**

*List and explain in detail all lawsuits involving inmates that were settled and/or in which judgment was made against the proposing company or affiliated companies.*

Please see **Appendix L** for Armor’s list of settled lawsuits and judgments.

**MANDATORY REQUIREMENTS**

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

**30.1 MEETING MINIMUM QUALIFICATIONS**

*All proposals must contain sufficient information concerning the programs for the County to evaluate whether the Respondent meets “minimum qualifications” for all Respondents.*

Armor’s proposal meets “minimum qualifications” and throughout our proposal we provide sufficient information concerning the programs for the County to evaluate.

**30.2 ABILITY TO COMPLY WITH THE SCOPE OF CONTRACT**

*All proposals must demonstrate that the Respondent has the willingness and ability to comply with the scope of contract, mandatory requirements, specifications and program requirements, and in particular, the most current Standards for Health services in Jails, established by the National Commission on Correctional Health Care, American Correctional Association and Texas Commission on Jail Standards.*

Armor’s proposal demonstrates our willingness and ability to comply with the scope of contract, mandatory requirements, specifications and program requirements, and in particular, the most current Standards for Health services in Jails, established by the



National Commission on Correctional Health Care, American Correctional Association and Texas Commission on Jail Standards. For details on our project approach to the scope of contract, please see **Section 2.**

**30.3.1 CURRENT CONTRACTS**

*All proposals must list by name, address, phone and Contract Administrator of all correctional institutions where Respondent is providing medical care and the length of time that each contract has been in effect.*

We are proud of our history and the clients we serve. The following table provides a list of all correctional institutions where Armor is providing medical care and the length of time that each contract has been in effect.

Client Name / Location	Type / ADP / Services	Contact Name/Phone E-mail/Fax	Contract Dates
<b>Current clients</b>			
<b>Athens-Clarke County Jail Division</b> 3015 Lexington Road Athens, GA 30605	County Jail 355 Correctional Medical and Mental Health Services	<b>Sheriff John Q. Williams</b> sheriff@accgov.com 706.613.3250 <b>Major/Jail Commander Jessica Goings</b> Jessica.goings@accgov.com 706.613.3250	07/01/2011 06/30/2016 & 07/01/2017 05/31/2022
<b>Baker County Sheriff's Office</b> 56 North 2nd Street MacClenny, FL 32063	County Jail 500 Correctional Medical and Mental Health Services	<b>Sheriff Scotty Rhoden</b> 904-259-0240 Fax: 904-259-5583 srhoden@bakerso.com <b>Undersheriff Randy Crews</b> 904-259-0238 rcrews@bakerso.com	10/01/2020 09/30/2025
<b>Cache County Sheriff's Office</b> 1225 West Valley View (200 North) Logan, UT 84321	County Jail 251 Correctional Medical and Mental Health Services	<b>Chief Deputy Matt Bilodeau</b> mbilodeau@cachesheriff.org 435.755.1007 435.881.0228 <b>Lieutenant Roy Hall</b> rhall@cachesheriff.org 435.755.1010	09/01/2017 12/31/2023
<b>Collier County Sheriff's Office</b> 3319 Tamiami Trail East Naples, FL 34112	County Jail 855 Correctional Medical and Mental Health Services	<b>Chief Mark Middlebrook</b> Mark.middlebrook@colliersheriff.org 239.252.9541 Fax: 239.252.9782	10/01/2015 09/30/2023



Client Name / Location	Type / ADP / Services	Contact Name/Phone E-mail/Fax	Contract Dates
Current clients			
<b>Cumberland County Main Jail</b> 50 County Way Portland, Maine 04102i	County Jail 392 Correctional Medical and Mental Health Services	<b>Sheriff Kevin Joyce</b> 207-774-1444	09/01/2018 06/30/2022
<b>Douglas County Sheriff's Office Detention Facility</b> 4000 Justice Way Castle Rock, CO 80109	County Jail 308 Correctional Medical and Mental Health Services	<b>Sheriff Tony Spurlock</b> 303-660-7593	01/01/2019 12/31/2024
<b>City of Jacksonville (Duval) Jacksonville Sheriff's Office</b> 501 East Bay Street Jacksonville, FL 32202	County Jail 3,786 Correctional Medical and Mental Health Services	<b>Director Tammy Morris</b> Tammy.Morris@jaxsheriff.org 904.630.2308	11/01/2017 09/30/2022
<b>Farmville Detention Center</b> 508 Waterworks Road P.O. Box 488 Farmville, VA 23901	ICE Facility 724 Correctional Medical and Mental Health Services	<b>Director Jeffrey Crawford</b> jcrawford@ica.farmville.com 434.395.8114 Fax: 434.395.8133	08/01/2010 12/31/2024
<b>Franklin County Sheriff's Office</b> 370 S. Front Street, 2nd Floor Columbus, OH 43215	County Jail 1,750 Correctional Medical and Mental Health Services	<b>Chief Geoffrey Stobart</b> Gastobar@franklinkcountyohio.gov 614-525-5785	10/18/2021 10/17/2024
<b>Glades County Sheriff's Office</b> 1297 East (PO Box 39) State Road 78 Moore Haven, FL 33471	County Jail ICE Facility 524 Correctional Medical and Mental Health Services	<b>Commander Chad Schipansky</b> cschipansky@gladessheriff.org 863.946.1600 <b>Sheriff David Hardin</b> dhardin@gladessheriff.org 863.946.1600 X2101 Fax: 863.946.6315	06/01/2007 02/28/2026



Client Name / Location	Type / ADP / Services	Contact Name/Phone E-mail/Fax	Contract Dates
Current clients			
<b>Larimer County Sheriff's Office</b> 2405 Midpoint Drive Fort Collins, CO 80521	County Jail 547 Correctional Medical and Mental Health Services	<b>Sheriff Justin Smith</b> sheriff@co.larimer.co.us 970.498.5108	03/01/2017 08/31/2022
<b>Lee County Sheriff's Office</b> 14750 Six Mile Cypress Parkway Fort Myers, FL 33912	County Jail 1,501 Correctional Medical and Mental Health Services	<b>Undersheriff John Holloway</b> 239-728-1555 jholloway@sheriffleefl.org	09/10/2021 9/30/2024
<b>Martin County Sheriff's Office</b> 800 SE Monterey Road Stuart, FL 34994	County Jail 461 Correctional Medical and Mental Health Services	<b>Captain Patricia Oslager</b> paoslager@sheriff.martin.fl.us 772.220.7207 <b>Sheriff William Snyder</b> wdsnyder@sheriff.martin.fl.us 772.220.7024	11/21/2005 11/20/2023
<b>Nueces County Sheriff's Office</b> 901 Leopard Street Corpus Christi, TX 78401	County Jail 1,045 Correctional Medical and Mental Health Services	<b>Sheriff JC Hooper</b> 361-887-2222 john.hooper@nuecesco.com	12/01/2020 11/30/2023
<b>St. Johns County Sheriff's Office</b> 4015 Lewis Speedway St. Augustine, FL 32084	County Jail 460 Correctional Medical and Mental Health Services	<b>Corrections Director Tara Wildes</b> twildes@sjso.org 904.209.1970	11/15/2007 09/30/2022 & 10/1/21 9/30/26



### 30.3.2 ACCREDITED CONTRACTS


*All proposals must list by name, address, phone and Contract Administrator for each correctional institution where proposer has obtained/retained an accreditation of the National Commission on Correctional Health Care or other recognized body.*

Armor's hands-on corporate approach is one of the reasons why we have never failed an accreditation inspection at any of our facilities. Armor focuses on each client's unique needs, and each program is designed and staffed to reflect our client's priorities, prevailing correctional healthcare needs, and local community resources and partners. Although customized for each facility, our programs are based upon national industry standards, such

as the National Commission for Correctional Health Care (NCCHC), the American Correctional Association (ACA), or other state industry standards earnings us distinctions such as NCCHC's highest honors – **Program of the Year** and **Facility of the Year**. We received several local state awards for our contracts that demonstrate Armor's thorough understanding and exceptional reputation for providing quality healthcare to local jails.

Armor facilities have been awarded accreditation whenever it has been sought – either as an initial accreditation or a re-accreditation. The following table lists all active client sites serviced by Armor that are currently accredited by ACA and NCCHC.

Facilities	Contact Name/Phone E-mail/Fax		
<b>Collier County Sheriff's Office</b> 3319 Tamiami Trail East Naples, FL 34112	Chief Mark Middlebrook Mark.middlebrook@colliersheriff.org 239.252.9541 Fax: 239.252.9782		✓
<b>Cumberland County Main Jail</b> 50 County Way Portland, Maine 04102i	Sheriff Kevin Joyce 207-774-1444	✓	✓
<b>Douglas County Sheriff's Office Detention Facility</b> 4000 Justice Way Castle Rock, CO 80109	Sheriff Tony Spurlock 303-660-7593	✓	✓
<b>Franklin County Sheriff's Office</b> 370 S. Front Street, 2nd Floor Columbus, OH 43215	Chief Geoffrey Stobart Gastobar@franklinkcountyohio.gov 614-525-5785		✓
<b>Glades County Sheriff's Office</b> 1297 East (PO Box 39) State Road 78 Moore Haven, FL 33471	Commander Chad Schipansky cschipansky@gladessheriff.org 863.946.1600 Sheriff David Hardin dhardin@gladessheriff.org 863.946.1600 X2101 Fax: 863.946.6315		✓
<b>Farmville Detention Center</b> 508 Waterworks Road P.O. Box 488 Farmville, VA 23901	Director Jeffrey Crawford jcrawford@ica.farmville.com 434.395.8114 Fax: 434.395.8133	✓	✓

Facilities	Contact Name/Phone E-mail/Fax	 FOUNDED 1870	
<b>Larimer County Sheriff's Office</b> 2405 Midpoint Drive Fort Collins, CO 80521	Sheriff Justin Smith sheriff@co.larimer.co.us 970 .498.5108		✓
<b>Lee County Sheriff's Office</b> 14750 Six Mile Cypress Parkway Fort Myers, FL 33912	Undersheriff John Holloway 239-728-1555 jholloway@sheriffleefl.org		✓
<b>Martin County Sheriff's Office</b> 800 SE Monterey Road Stuart, FL 34994	Captain Patricia Oslager paoslager@sheriff.martin.fl.us 772.220.7207 Sheriff William Snyder wdsnyder@sheriff.martin.fl.us 772.220.7024		✓

### 30.3.3 TERMINATED CONTRACTS

*All proposals must list by name, address, phone and Contract Administrator all correctional institutions where proposer has terminated services, been terminated or lost a re-bid as the incumbent.*

Below please find all correctional institutions where Armor has terminated, been terminated or lost a re-bid as the incumbent in the past two years.

Client Name	Type & ADP	Contact Name/Phone E-mail/Fax	Contract Dates	Reason
<b>Pamunkey Regional Jail</b> 7240 Courtland Farm Road Hanover, VA 23069	Regional Jail 364	<b>Deputy Superintendent Nathen Webel</b> njwebel@hanovercounty.gov 804.365.6400 x 3006 <b>Superintendent James Willett</b> 804.365.6400 x 3005 jcwillett@hanovercounty.gov	09/15/2016 05/31/2020	Contract renewal option not exercised via mutual agreement



Client Name	Type & ADP	Contact Name/Phone E-mail/Fax	Contract Dates	Reason
<b>Brevard County Sheriff's Office</b> 700 Park Avenue, Building A Titusville, FL 32780	County Jail 1,704	<b>Chief Mike Lewis</b> mike.lewis@bcso.us 321.264.5201 <b>Major Ronald Tomblin</b> ronald.tomblin@bcso.us 321.690.1500 <b>Sheriff Wayne Ivey</b> wayne.ivey@bcso.us 321.264.5201 Fax: (321) 633.0210	07/01/2005 01/31/2020	Contract term ended. Armor did not participate in new RFP
<b>Wakulla County Sheriff's Office</b> 15 Oak Street Crawfordville, FL 32327	County Jail ICE Facility 240	<b>Captain Scott Taff</b> 850.745.7103 staff@wcso.org <b>Sheriff Jared Miller</b> jmiller@wcso.org 850.745.7101 Fax: 850.926.0896	04/09/2012 01/31/2020	RFP was issued and Armor decided not to re-bid
<b>Osceola County Corrections Department</b> 402 Simpson Road Kissimmee, FL 34744	County Jail 821	<b>Chief Sherry Johnson</b> sherry.johnson@osceola.org 407.742. <b>Deputy Chief Nancy DeFerrari</b> nancy.deferrari@osceola.org 407.742.4304 <b>Major Yuberki Altamonte</b> <b>Contract Monitor</b> yalm@osceola.org 407.742.4414	11/15/2020 12/31/2021	Contract renewal option not exercised via mutual agreement
<b>Virginia Department of Corrections</b> P.O. Box 26963 Richmond, VA 23261	State Prison 12,000+	<b>Director Harold W. Clarke</b> 804.837.4532 <b>Director of Communications Lisa Kenney</b> lisa.kinney@vadoc.virginia.gov 804-674-3275	05/01/2006 04/30/2013 & 10/01/2014 12/31/2021	VA DOC elected to begin in-sourcing its Medical Services. Contract terminated

### 30.4 LETTER OF INTENT FROM AN INSURANCE COMPANY

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

Please see **Appendix M** for a letter of intent from Armor's insurance company that is authorized to do business in the State of Texas and their willingness to insure Armor pursuant to the terms of the contract, as well as Armor Sample Certificate(s) of Insurance.



## Tab 6. Forms





## **TAB 6 – REQUIRED FORMS** (RFP Page 31)

- + Vendor Information Form
- + Proof of Insurance (Please see *Appendix M*)
- + W9
- + Tax Form/Debt/Residence Certification




**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Armor Health of Fort Bend County, LLC			
Business Name (if different from legal name)				
Federal ID # or S.S. #	20-1422279	DUNS #	17-107-9028	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business?	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____			
Remittance Address	4960 SW 72nd Avenue, Suite 400			
City/State/Zip	Miami, FL 33155			
Physical Address	4960 SW 72nd Avenue, Suite 400			
City/State/Zip	Miami, FL 33155			
Phone/Fax Number	Phone: <u>305-662-8522</u> Fax: <u>305-662-8039</u>			
Contact Person	Denise Rupp			
E-mail	drupp@armorhealthcare.com			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	<b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____	<u>    </u> <b>Cert Date</b>	<u>    </u> <b>Exp Date</b>
	SBE-Small Business Enterprise <input type="checkbox"/>		<u>    </u>	<u>    </u>
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>		<u>    </u>	<u>    </u>
	WBE-Women's Business Enterprise <input type="checkbox"/>		<u>    </u>	<u>    </u>
Company's gross annual receipts	<input type="checkbox"/> <\$500,000	<input type="checkbox"/> \$500,000-\$4,999,999		
	<input type="checkbox"/> \$5,000,000-\$16,999,999	<input type="checkbox"/> \$17,000,000-\$22,399,999		
	<input type="checkbox"/> >\$22,400,000			
NAICs codes (Please enter all that apply)	541611			
Signature of Authorized Representative				
Printed Name	Otto Campo			
Title	CEO			
Date	4/14/2022			

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
ARNOE CORRECTIONAL HEALTH SERVICES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
4960 SW 72 Ave., Suite 401

6 City, state, and ZIP code  
MIAMI, FL 33155

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

20	-	14	22	27	9
----	---	----	----	----	---

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/29/2021

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas



Jaime Kovar  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

April 12, 2022

TO: All Prospective Bidders

RE: Addendum No.1 – Fort Bend County RFP 22-066 – Inmate Medical Services

Addendum 1:

Attached is addendum 1. Vendors are to download and provide the Addendum 1 document with their solicitation response. Pages 1, 12, 34, and 36 have been amended.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at [Olivia.Rios@fortbendcountytexas.gov](mailto:Olivia.Rios@fortbendcountytexas.gov) .

Armor Health of Fort Bend County, LLC  
Company Name

4/14/2022

Signature of person receiving addendum

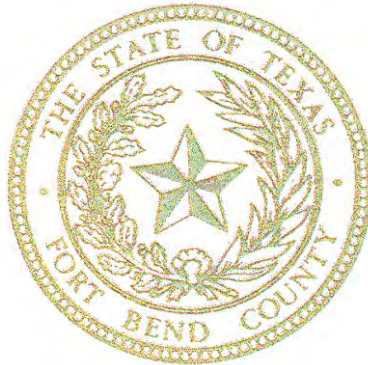
Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci  
Senior Buyer

**\*Addendum 1, 4/07/22  
Fort Bend County, Texas  
Request for Proposals**



**Term Contract for Inmate Medical Services  
RFP 22-066**

**SUBMIT PROPOSALS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson Street, Suite 201  
Richmond, Texas 77469

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery.

**SUBMIT NO LATER THAN:**

Tuesday, April 19, 2022  
2:00 PM (Central)

**LABEL ENVELOPE:**

\*RFP 22-066  
Inmate Medical Services

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.***

***RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided after final agreement  
is approved by Commissioners Court.

Requests for information must be in  
writing and direct to:  
Cheryl Krejci  
Assistant Purchasing Agent  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Federal ID # or S.S. #		DUNS #		
Type of Business	Corporation/LLC _____ Partnership _____ Sole Proprietor/Individual _____ Tax Exempt Organization _____	Age in Business?		
Publicly Traded Business	_ No    ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone/Fax Number	Phone: <u>305-662-8522</u> Fax: <u>305-662-8039</u>			
Contact Person				
E-mail				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>    </u> Cert Date	<u>    </u> Exp Date
	SBE-Small Business Enterprise _____		<u>    </u>	<u>    </u>
	HUB-Texas Historically Underutilized Business _____		<u>    </u>	<u>    </u>
	WBE-Women's Business Enterprise _____		<u>    </u>	<u>    </u>
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____		
	>\$22,400,000 _____			
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## **1.0 INTRODUCTION:**

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Proposals (“Proposals” or “RFP”) from qualified firms (“Respondent”) who can provide a cost plus management fee contract for inmate medical services (“Project”) at the Fort Bend County Jail (“Facility”), in accordance with the terms, conditions and requirements set forth in this Request For Proposals.

## **2.0 GUIDELINES:**

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

## **3.0 PROPOSAL CONTACT:**

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County,

Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

**PROPOSAL CONTACT:**

**Cheryl Krejci, CPPB**  
**Assistant County Purchasing Agent**  
**Fort Bend County, Texas**  
**301 Jackson, Suite 201**  
**Richmond, Texas 77469**  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

**4.0 SUBMISSION REQUIREMENTS:**

4.1 Submission requirements: One (1) original proposal and eight (8) electronic proposals (PDF on CD or flash drive) are required to be submitted to Purchasing by submission date/time. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: RFP 22-066
Purchasing Department	Due Date: 4/19/2022
301 Jackson, Suite 201	Time: 2:00 PM (central)
Richmond, Texas 77469	For: Inmate Medical Services

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

**5.0 INCURRED COSTS:**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

**6.0 ACCEPTANCE:**

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

**7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is **Friday, April 8, 2022 at 9:00 AM. (central)**. Requests

received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

**8.0 TENTATIVE SCHEDULE:**

Release of RFP:	March 27, 2022
Pre-RFP conference:	April 5, 2022, 9:00AM
Deadline for Questions:	April 8, 2022, 9:00AM
Submission Due Date:	April 19, 2022, 2:00PM
Evaluation of Submissions:	Week of April 25, 2022
Commissioners Court Permission to Negotiate:	May 10, 2022
Negotiations:	Week of May 16, 2022
Final Contract Approval Commissioners Court:	June 28, 2022

**9.0 PRE-RFP CONFERENCE:**

A Pre-RFP conference with site visit will be conducted on **April 5, 2022, 9:00AM**. The pre-RFP conference will be held at the Fort Bend County Sheriff's Office located at 1410 Richmond Parkway Blvd, Richmond, Texas. All vendors are encouraged to attend. This is the only date and time vendors will be permitted to complete a site visit.

**10.0 RETENTION OF RESPONDENT'S MATERIAL:**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

**11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**12.0 ASSIGNMENT:**

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

**13.0 CONFIDENTIAL MATTERS:**

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable under the Texas Public Information Act.

**14.0 CONFLICT OF INTEREST:**

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 411. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

**15.0 LIMITS OF SUBRESPONDENTS:**

- 15.1 The County has approval rights over the use and/or removal of all subrespondents and/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subrespondents shall conform to all County policies regarding subrespondents.

- 15.2 Any dispute between the Respondent and subrespondents, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subrespondent may result in the withholding of funds from the Respondent by the County for any payments owed to the subrespondent.

**16.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the state laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

**17.0 INDEPENDENT RESPONDENT:**

The Respondent is an independent respondent and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

**18.0 AMERICANS WITH DISABILITIES ACT (ADA)**

Proposals shall comply with will all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

**19.0 DRUG-FREE WORKPLACE:**

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-respondents to insure that the County maintains a drug-free workplace.

**20.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**21.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/File/>.

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County.

21.2.2 Identification number use: RFP 22-066.

21.2.3 Description is: Inmate Medical Service.

21.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the respondent does not provide the document in the stated time period the respondent's response will be marked as disqualified and the next highest evaluated respondent will be contacted.

**22.0 INSURANCE:**

22.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

22.2 At contract execution, contractor shall furnish County with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of

the policyholder. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance.

- 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 22.2.5 Professional Liability (Medical Malpractice) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 22.5 Contractor is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- 22.6 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Contractor's or

subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.

### **23.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

**\*24.0 SCOPE OF WORK:**

Respondent shall be the sole supplier and coordinator of the health care delivery system at the Fort Bend County Sheriff's Office. Respondent shall be responsible for all medical care of all adult inmates including Work Release inmates. The term "Medical Care" includes but is not limited to "Mental Health Services" and "Dental Care." This responsibility of Respondent for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate. For the purposes of this RFP, the Average Daily Population (ADP) is ~~4050~~ 800.

**25.0 OBJECTIVES:**

- 25.1 To provide data necessary for the evaluation of competitive proposals submitted by qualified firms.
- 25.2 To provide a fair method for analyzing submitted proposals.
- 25.3 To result in a contract between the successful Respondent (unless all proposals are rejected) and County that will provide:
  - 25.3.1 Quality health services for inmates in custody and control of the Sheriff;
  - 25.3.2 Development and implementation of a health care plan with clear objectives, policies and procedures, and with a process of documenting ongoing achievement of contract obligations;
  - 25.3.3 Operation of a health services program, 24 hours a day, 7 days a week, at full staffing, using only licensed, certified, and professionally trained personnel;
  - 25.3.4 Administrative leadership that provides for both cost accountability and responsiveness to the contract administrator;
  - 25.3.5 Assurance that required federal, state and local requirements and standards of care are met;
  - 25.3.6 Continuing education for staff;
  - 25.3.7 A health care system that is operated in such a way that is respectful of inmate rights to basic health care;

- 25.3.8 Compliance with the standards established by the National Commission on Correctional Health Care for health care services in jails as well as the American Correctional Association standards for medical services.

**26.0 BACKGROUND:**

The Facility is located in Richmond, Texas at 1410 Richmond Parkway, Richmond, Texas. The Facility opened in 1980 with a design capacity of 123 bed space. In 1994 the West Tower was opened with a design capacity of 635 beds. Since that time we have increased the total rated capacity to 1766 beds, with the addition of a 1008 bed Direct Supervision facility opened in July 2009, which increased Weekender beds to 72. The 1980 facility is best described as a linear style jail, which is currently under renovation. The 1994 facility is best described as a podular, remote surveillance facility. The West Tower facility consists of one 7 story tower and an attached one story building which encompasses the linear jail. Medical care for Work Release inmates is generally limited to emergency care while the inmates are on site. The current Average Daily Population (ADP) is 800.

**27.0 EXISTING MEDICAL UNIT:**

The existing Medical Unit contains 40 inmate cells with sink and toilet, 4 of which are equipped as a reverse air flow room. The remaining space is allocated as follows:

- 1 Health Services Administrator office
- 1 Director of Nursing office
- 1 Secretarial office
- 1 Medical Records office
- 1 Medical staff office
- 1 Physician's office
- 3 Medical exam Rooms
- 2 Nursing work station
- 1 Dental
- 1 Lab room
- 1 Dialysis room
- 1 Pharmacy
- 4 Mental health staff office
- 2 Handicap accessible shower room for inmates in infirmary area
- 4 Showers in negative pressure rooms
- 2 Staff toilets (M&F)
- 1 Inmate restroom
- 1 Staff break room
- 3 Storage rooms
- 1 Biohazard waste room
- 1 Multipurpose room
- 2 Booking Nurse's Office

**28.0 STATISTICAL DATA:**

See Attachments 2 – 5

**29.0 MINIMUM QUALIFICATIONS:**

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

- 29.1 The Respondent must be organized for the sole purpose of providing health care services, and have previous experience with proven effectiveness in administering correctional health care programs.
- 29.2 The Respondent must have at least five (5) continuous years of corporate experience in providing health care services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the Facility. Emphasis will be placed on those referenced correctional facilities in the State of Texas.
- 29.3 The Respondent must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
- 29.4 The Respondent must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.
- 29.5 The proposal must include a company history, current corporate structure and resumes, including any relevant executive and manager positions of affiliated companies.
- 29.6 The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.
  - 29.6.1 List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.
  - 29.6.2 List and explain in detail all litigation claims for payments not made for off-site hospital care, whether open, closed and/or settled.
  - 29.6.3 List and explain in detail all lawsuits involving inmates that were settled and/or in which judgment was made against the proposing company or affiliated companies.

**30.0 MANDATORY REQUIREMENTS:**

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

- 30.1 All proposals must contain sufficient information concerning the programs for the County to evaluate whether the Respondent meets “minimum qualifications” for all Respondents.
- 30.2 All proposals must demonstrate that the Respondent has the willingness and ability to comply with the scope of contract, mandatory requirements, specifications and program requirements, and in particular, the most current Standards for Health services in Jails, established by the National Commission on Correctional Health Care, American Correctional Association and Texas Commission on Jail Standards.
- 30.3 Additionally:
  - 30.3.1 All proposals must list by name, address, phone and Contract Administrator of all correctional institutions where Respondent is providing medical care and the length of time that each contract has been in effect.
  - 30.3.2 All proposals must list by name, address, phone and Contract Administrator for each correctional institution where proposer has obtained/retained an accreditation of the National Commission on Correctional Health Care or other recognized body.
  - 30.3.3 All proposals must list by name, address, phone and Contract Administrator all correctional institutions where proposer has terminated services, been terminated or lost a re-bid as the incumbent.
- 30.4 All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Texas stating its willingness to insure the Respondent pursuant to the terms of the contract.

**31.0 SPECIFICATIONS AND PROGRAM REQUIREMENTS:**

- 31.1 Administrative Requirements:
  - 31.1.1 A singular designated Site Medical Director with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the Site Medical Director's responsibilities will be in regards to: In service training, quality assurance and recruitment. The proposal should also address what part of on-site time provided by the Site Medical Director will be committed to administrative duties, direct care, and involvement in quality assurance.

31.1.2 A full-time on-site Health Services Administrator shall be provided and shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. The Respondent shall indicate the qualifications of as well as the range and scope of the responsibilities and activities of this position.

31.1.3 A full-time Mental Health Coordinator shall be provided who shall have the responsibility for assuring fulfillment of mental health services by staffed mental health professionals. The proposal should address what the Coordinator's responsibilities will be in regards to: In Service Training, Quality Assurance and Recruitment. The proposal should also address what part on on-site time provided by the Coordinator will be committed to Administrative Duties, Direct Care, and Involvement in Quality Assurance.

31.1.4 The Respondent shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.

~~\*31.1.5 Copies of staffing schedules encompassing all health care staff are to be submitted to the head nurse at the Facility, hereinafter referred to as "Contract Administrator" on the fifteenth of each month for the upcoming month. Daily Updates should be supplied if there are changes.~~

31.1.6 Monthly and daily statistics will be required as follows:

31.1.6.1 A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth calendar day of each month to the Contract Administrator that includes, but is not limited to, the following:

*See Attachment 4 – Health Services Statistical Report 2019 with 2020 averages*

31.1.6.2 A report of the previous twenty-four (24) hours that captures but is not limited to, the following data. This report shall be submitted to the Contract Administrator on a daily basis:

*Transfers to off-site hospital emergency departments  
Communicable disease reporting  
Suicide data (i.e. attempts and precautions taken)  
Report of status of inmates in local hospitals  
Report of status of inmates in jail infirmary  
Submit completed medical incident report copies  
And other reports requested by the Jail Administration*

31.1.6.3 Utilization tracking, analysis and reporting:

*Volume trends (visits by Week/Month)*

*Volume by visit Type (primary and urgent Care)*

*Inmate visit distribution by gender and age group*

*Referrals by type (diagnostic, specialty)*

*Top 10 medical services by CPT, ICD9 and prescribed medications*

*And other reports requested by the Jail Administration*

31.1.7 Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Contract Administrator.

31.1.8 The establishment of a comprehensive quality improvement activity that will monitor the health services provided.

31.1.9 The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. *Texas Notifiable Conditions* (reportable infectious diseases – confirmed and suspected) must be reported to Fort Bend County Health & Human Services, and the designee of the Fort Bend County Jail Administration.

31.1.10 The Respondent shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the County Sheriff's Office and Criminal Justice Center to the extent or degree required by County Sheriff's Office policies and procedures.

31.2 Personnel requirements:

31.2.1 Adequate health care personnel required to provide those services listed in this RFP must be provided. Proposals must show a complete and detailed staffing arrangement, by degree of competency, which shall provide adequate support for the operation of the health care program. Staffing plans are to include showing the total number of employees full-time (36 hours per week on site) and part-time; position titles and license/certification; total number and positions per shift and on holidays. Proposal must include adequate health care personnel for twenty-four (24) hours, seven (7) days per week inmate health services. No more than 10% of Nursing Staff may be outsourced by Respondent. Respondent will make every effort to give existing onsite employees full consideration for employment in order to provide a continuity of care to utilize their experience and knowledge of our facility and operations.

31.2.2 Physician services must be sufficient to provide the required needs of the inmates and assure medical evaluation/follow up within twenty four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician, psychiatric, and dental on-call services with the availability for consultation and the ability to meet the on-site needs are required.

All patients potentially needing off-site emergency services will be triaged immediately. For emergent life-threatening scenarios, the local emergency response system (911) will be activated. For urgent scenarios where provider evaluation can be safely obtained the vendor will be responsible for providing the following services to ensure appropriateness of emergent and urgent off-site utilization:

When Provider is On-Site: If a provider is on site the patient will be evaluated by the provider prior to activating the emergency response system (911). If the on-site provider is the Medical Director/MD/DO they will determine the next level of care as well as the most clinically appropriate method of transportation to the next level of care. If the provider on-site is a mid-level provider the mid-level must obtain, at minimum, telephonic consultation with the Medical Director/MD/DO. Both the mid-level and the physician will concur on next level of care, on-site or off-site, as well as most clinically appropriate recommended method of transportation. Vendors may offer telephonic or telehealth options for this consultation.

When No Provider is On-Site: During hours when no provider is present the on-call provider must be notified of emergent and urgent situations when the clinical staff feel that a higher level of care is indicated. If the on-call provider determines that a higher level of off-site care is indicated and the patient is not experiencing a life-threatening scenario, the vendor will provide a process for immediate evaluation of a second provider. The vendor will provide, at minimum, telephonic consultation with another Medical Director/MD/DO to provide concurrence or further recommendations of potential on site treatment options. The two providers will also concur, if necessary, on the most clinically appropriate recommended method of transportation. Vendors may offer telephonic or telehealth options using technology devices such as tablets, mobile devices or laptops for this consultation with the off-site provider.

31.2.2.1 Fit for Jail:

Incoming inmates will be evaluated by nursing staff to determine if a "Fit for Jail" is needed before the inmate will be accepted into our facility. Any inmate who is brought into the Fort Bend County Jail by an outside arresting agency and medical staff have determined the inmate will need a Fit for

Jail from an outside source, prior to being accepted as an inmate, the outside arresting agency will be responsible for the cost of the Fit for Jail. All outside agencies shall be billed directly from the medical facility where the arrested person is taken to obtain the Fit for Jail.

31.2.3 Nursing services must be available to provide for the following:

- 31.2.3.1 Medical unit coverage at all times including medication round time periods;
- 31.2.3.2 24 hour intake screening including medical history forms on all inmates at the time of admission;
- 31.2.3.3 Health Assessments on all inmates within fourteen (14) days after booking;
- 31.2.3.4 Medications as prescribed;
- 31.2.3.5 Sick call triage and follow-up on a daily basis to include weekends and holidays;
- 31.2.3.6 Appropriate and timely responses to medical needs and emergencies; and
- 31.2.3.7 Physician support services.
- 31.2.3.8 Mental Health Services.

31.2.4 Psychiatric Technician – CPEP

The Psychiatric Technician works under the supervision of a licensed nursing personnel or designee to provide direct care services to patients who may present with a mental health and/or intellectual developmental disabilities. The Psychiatric Technician should maintain a safe and secure environment for all patients in crisis environment and provide support services to nursing and clinical treatment teams. The position may also perform delegated nursing tasks and therefore would be under the supervision of a licensed nurse personnel when performing tasks.

Tasks to be performed:

- 31.2.4.1 Promote a physically and emotionally safe environment, including conducting regular rounds and patient and property searches so patients can focus on managing their illnesses and disabilities to promote healing.

- 31.2.4.2 Aid in basic patient care such as eating, bathing, dressing, and teaching and encouraging basic hygiene while observing patient progress to identify the need for additional services or changes in current treatment.
- 31.2.4.3 Provide behavioral emergency assistance, such as patient restraint using approved agency curriculum or basic first aid when needed, as well as recognize and report homicidal or suicidal behaviors.
- 31.2.4.4 Monitor and document behavior of patients in seclusion or on precautions.
- 31.2.4.5 Performs duties (e.g. vital signs, specimen collection, etc.) as delegated by nursing personnel or assigned by a physician.
- 31.2.4.6 Utilize standard precautions appropriately to prevent the spread of infection.
- 31.2.4.7 Qualifications:
  - High school diploma or general education diploma.
  - Must have a valid driver's license.
  - 1 year of direct care experience in psychiatric or behavioral healthcare environment preferred.
  - Understanding of standard precautions and infection control procedures.
  - Knowledge of and the ability to apply handle with Care Crisis Intervention Techniques (HWC III).
  - Ability to coordinate patient care with treatment team.

31.2.5 The Respondent shall provide sufficient clerical staff to support the medical contract. This includes participation in regular and irregular financial audits that may be conducted by the Fort Bend County Auditor or contracted auditing firm.

31.2.6 The County Sheriff or his designee may request replacement of any Respondent personnel believed unable to carry out the responsibilities of the contract. The County Sheriff or his designee shall approve all appointments to the position of the Health Services Administrator, Director of Nursing, Site Mental Health Director and Site Medical Director.

31.2.7 Written job description and protocols to define specific duties and responsibilities for all assignments must be provided to the Contract

Administrator.

- 31.2.8 The Respondent shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written for all formulary approved medications and twenty-four (24) hours for all non-formulary medications except where such medications are not readily available in the local community. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed qualified pharmacist.
- 31.2.9 The Respondent shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates.
- 31.2.10 The Respondent shall provide for the recording of the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.
- 31.2.11 The Respondent shall provide routine and emergency dental care for each inmate under the direct supervision of a licensed dentist and shall establish a defined scope of available dental services including emergency dental care which includes the following:
  - 31.2.11.1 A dental screening conducted within 14 days of admission, unless completed within the last six months, conducted on initial intake with instructions on dental hygiene.
  - 31.2.11.2 A dental examination by a dentist within 12 months of admission, supported by diagnostic x-rays, if necessary.
  - 31.2.11.3 A treatment plan with x-rays for those inmates who request care with more than 12 months detention.
  - 31.2.11.4 A defined charting system that identifies the oral health condition and specifies the priorities for treatment by category.
  - 31.2.11.5 Development of an individualized treatment plan for each inmate receiving dental care.
  - 31.2.11.6 Consultation and referral to dental specialist, including oral surgery, when necessary.

31.2.12 Respondent employees will be required to attend training on Basic Jail Orientation, radio procedures, interpersonal communication skills and other security topics made available several times each year by the Sheriff's Office. The total classroom time for these subjects is approximately ten hours per FTE and the Respondent shall be responsible for employee wages and/or overtime necessary to fulfill this requirement.

31.2.13 Respondent personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime associated with this obligation will be the responsibility of the Respondent.

31.2.14 Respondent will be required to comply with all Sheriff's Office policies, procedures, protocols and post orders.

31.3 Care and Treatment Requirements:

31.3.1 The Respondent shall provide for twenty-four (24) hour a day emergency health care services to include on-site emergencies and acute hospital services with one physician or more health care providers.

31.3.2 In addition to twenty-four (24) hour a day emergency services coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical services to be seen within twenty-four (24) hours from the time of the request for such services.

31.3.3 A written manual of standardized policies and defined procedures, approved by the Site Medical Director and the Facility, must be reviewed at least annually and revised as necessary under the direction of the health care authority and with the approval of the facility.

31.3.4 The Respondent shall provide for necessary laboratory and x-ray services. All abnormal laboratory and x-ray results are to be reviewed and signed by a physician with a follow up plan of care outlined as needed.

31.3.5 The Respondent shall provide for mental health services which shall include as a minimum:

31.3.5.1 Screening for mental health problems on intake as provided in NCCHC, ACA and TCJS standards.

31.3.5.2 Referral to the Respondent's psychiatrist for the detection, diagnosis, and treatment of mental illness.

31.3.5.3 Crisis intervention and management of acute psychiatric episodes.

- 31.3.5.4 Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
- 31.3.5.5 Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
- 31.3.5.6 Obtaining and documenting informed consent.
- 31.3.5.7 Provide appropriate licenses and mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis within 12 hours of an inmates booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.
- 31.3.5.8 The Respondent shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within (72) hours of the referral request date.
- 31.3.5.9 The Respondent shall ensure that a necessary number of qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments:
  - 31.3.5.9.1 Review the files of, conduct interviews with, and evaluate the condition of inmates who have been identified as proposed civil commitment patients.
  - 31.3.5.9.2 Complete certificates of medical examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County.
  - 31.3.5.9.3 Be available to provide testimony in court in support of the certificates of the medical examinations and other necessary documents.

31.3.6 The Respondent shall provide a program for meeting the special needs of

the female population; e.g., pregnancy.

31.3.7 The Respondent shall provide documented inmate health screening with history forms immediately upon arrival at the Facility based on structured inquiry and observation and performed by qualified health care personnel, twenty-four (24) hours a day, seven (7) days a week. This will ensure that anyone taken into custody receives the necessary medical attention prior to admission into our system. At a minimum, the screening must include inquiry into:

31.3.7.1 Current illness and health problems including medical, dental, and communicable diseases.

31.3.7.2 Medications taken and special health requirements.

31.3.7.3 Use of alcohol and drugs, including the types, methods, amounts, frequency, and date/time of last use and history of problems related to withdrawal.

31.3.7.4 For females, a gynecological history, including pregnancies.

31.3.7.5 Observations of behavior, including the state of consciousness, mental status, appearance, conduct, tremors and sweating.

31.3.7.6 Notation of body deformities, trauma markings, ease of movement, bruises and jaundice.

31.3.7.7 Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse.

~~\*31.3.8 The Respondent will provide inmate transportation for emergency ambulance care (when normal County EMS services are not able to be provided);~~ the County provides all other transportation relating to the provision of health services. All emergency ambulance care will be provided by Fort Bend County EMS.

31.3.9 The Respondent shall provide a total pharmaceutical system for the Facility beginning with the Physician's prescribing, the administration of medication, and the necessary record keeping. 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 a licensed nurse. The Respondent shall be responsible for the costs of all drugs administered.

31.3.10 All controlled substances, syringes, needles and surgical instruments will

be stored under security conditions acceptable to the Facility.

31.3.11 Inmates will not be allowed to provide any health care services, including record keeping.

31.4 Medical Records Requirements:

31.4.1 A medical record consistent with state regulations and community standards of practice shall be maintained on each inmate. These records shall be kept separate from the jail confinement records of the inmate. Records retention, expunction, and destruction will be coordinated with the county in accordance to all records retention laws.

31.4.2 An electronic medical record (CorEMR) is currently used at the Fort Bend County Sheriff's Office. The chosen vendor from this RFP will use, continue to pay and keep upgrade when available from CorEMR, and manage this system going forward. Any cost to integrate their system with CorEMR will be the responsibility of the chosen vendor.

31.4.3 Individual inmate health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.

31.4.4 In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Respondent shall make all records accessible to the Sheriff, Jail Commander, Contract Administrator, District Attorney, or County Attorney. The Respondent additionally acknowledges compliance with and understanding of all applicable HIPAA requirements.

31.4.5 Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Corrections and various municipalities. The Respondent shall promptly notify Contract Administrator of the need for other than routine care for such inmates and shall provide documentation of required treatment to the Department of Corrections or the applicable municipality, as requested. The Respondent shall submit all related bills to the Contract Administrator to ensure reimbursement to the County of all outside medical expenses and cost of pharmaceuticals incurred on behalf of such inmates. All such reimbursements shall be returned to the County General Fund.

31.4.6 The Respondent shall prepare health summaries to be sent with inmates transferred to the Texas Department of Corrections. The Respondent will ensure that inmates and health summaries are appropriately prepared for transfer within 24 hours of receiving the list of inmates being transferred,

or as necessary.

- 31.4.7 The Respondent will examine and provide medical clearance for all inmate workers, as requested by the Jail Commander. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required to be cleared.
- 31.4.8 If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Contract Administrator shall be immediately notified.
- 31.4.9 Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association. Inactive files shall be prepared for imaging by the Respondent. This shall include removing duplicate documentation and staples and placing all paperwork in chronological order. The County Sheriff's Office will be responsible for the imaging of inactive files. Inactive files will be defined as files on persons who have not been in custody in the County Detention Facility during the past twelve (12) months.
- 31.4.10 Fort Bend County shall be the absolute and unqualified owner of all inmate medical records. Respondent shall ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses. Respondents shall include in their proposal recommendations for the electronic housing of inmate medical records at the Facility.

31.5 Supplies and Office Equipment:

- 31.5.1 The Respondent should be prepared to provide whatever stock supplies are required to perform under the contract. Respondent will also supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders, alpha indexes and forms, pharmaceuticals, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants. All equipment noted below is owned by the Facility and may be used in conjunction with that furnished by the contract provider.
- 31.5.2 All equipment purchased under the contract, including all computers, desks, chairs, etc., shall be the property of the County and shall remain on site at the termination of the contract. All supplies purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

31.5.3 The Respondent shall do a site and equipment review of all medical and office equipment currently owned by the County and shall be responsible to replace and furnish all required equipment to maintain the level of care required in this contract and industry standard practices.

31.6 Medical Equipment Inventory:

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

*Diagnostics/Lab:*      *Pulse-oximeter*  
*Otoscope*  
*Thermometer*  
*Mobile Phlebotomy*

*Furnishings:*      *Medication Carts (4)*  
*Infirmery Beds*  
*Autoclave*  
*Dental Chairs (2)*  
*Exam Rooms w/ Tables (4)*  
*Wall Mounted Exam Light*  
*Wheelchairs*

*Emergency:*      *Emergency Carts w/Small Backboard (2)*  
*Gurneys*  
*O2 Tanks (14)*  
*EKG Machines*  
*AED's (2)*  
*Carido Monitor*

*Small Equipment:*      *Nebulizers*  
*Blood Pressure Cuffs*  
*Stethoscopes*  
*Glucometers*  
*Cast Cutter*  
*Scales*  
*Digital Oral Thermometers*  
*Hand-held Doppler*  
*Digital Dental X-Ray*  
*IV Poles*  
*Oxygen Concentrator*  
*Cardiac Monitor*  
*Urine Analyzer*

*Office Equipment:*      *Desks*  
*Chairs*

*Filing Cabinets*  
*Book Shelves*  
*Medical Recliners*  
*Small Swivel Stools*

31.7 Services to Staff:

31.7.1 Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility and provide appropriate incident report.

31.7.2 The Respondent shall provide health education for security staff not to exceed fifty (50) hours of instruction per year in such areas as:

Airborne Pathogens  
Bloodborne Pathogens  
Recognizing and responding to Suicide  
Recognizing and responding to Mental Health Concerns  
Emergency Procedures

31.7.3 The Respondent shall provide management of the Hepatitis B vaccination program and TB screen for all Facility staff. County will bear the cost of the vaccine.

**32.0 GENERAL INFORMATION:**

32.1 The County shall have the right to reject the employment by the Respondent of any person or firm, and to require the removal of any person or firm employed or engaged by the Respondent, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its correctional health care services program. It is further noted that the right of entrance by any person to the Facility is under the sole jurisdiction of the County Sheriff's Office.

32.2 All Respondent personnel, including the personnel of its sub respondent and agents, will be subject to security background checks and clearances by the Sheriff's Office prior to being granted admittance to the Facility. In each instance, the individual and the Respondent will provide such cooperation as may be reasonably required to complete the security check. The County Sheriff agrees to perform such security checks in a timely manner and not unduly delay such checks.

32.3 Provision shall be made for meetings between the Respondent's staff and Facility administration, including their documentation, to facilitate good communications and good rapport between security and health services.

32.4 All permits and licenses required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the

Respondent pursuant to the contract shall be secured and paid for by the Respondent. This shall include fees associated with NCCHC accreditation and periodic accreditation reviews.

- 32.5 The Respondent shall be responsible for contracting for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by federal, state and local laws. All costs related to the removal and disposal shall be at the expense of the Respondent.
- 32.6 The Respondent shall propose provision of a complete pharmaceutical system for inmates housed at the Facility.
- 32.7 The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide its full cooperation, and ensure the cooperation of its employees, agents, and sub respondents. Further, the Respondent shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to the Respondent's work and performance under the contract. In the event the Respondent does not hold such material in its original form, a true copy shall be provided.

**33.0 EVALUATION FACTORS:**

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 33.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Price
2	Technical
3	Staffing
4	Continuous Quality Improvement and Administrative Oversight Plan
5	Qualifications/References
6	Required forms

- 33.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 33.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.
- 33.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Price (weight factor = 25%)

- The stated total cost/price for full performance in meeting the requirements of the RFP will be of major consideration under this category. In further reviewing "price", the Evaluation Committee may also refer to the line item information that has been provided. In addition, to be considered are such matters as increases or decreases for changes in the jail population and for the extension of the contract for subsequent years.

Tab 2

Technical (weight factor = 10%)

- The Evaluation Committee will review the proposal for its completeness, see how the respondent will approach the task of initiating and then fully implementing its program, review the proposed health care delivery system in all its facets including how desired results will be attained. In all, proposal's clarity, understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

Tab 3

Staffing (weight factor = 35%)

- In evaluating this criterion, the Evaluation Committee will review what is proposed as a staffing pattern and benefits for the Facility. Included in the review of this portion of the proposal will be: staffing levels (e.g., physicians, mid-level providers, RNs and LPNs, dentists, dental assistants and hygienists, in-house specialists, psychiatrists, psychologists, mental health staff, and proposed coverage-taking into account the preceding and the pattern of

coverage (number at each level, and days, hours, nights, weekends, full or part time, etc.). Also taken into account will be the levels of capabilities of senior management and on-site medical and administrative supervisors, and the use of off-site professional assistance (specialists and consultants). Tenure with Respondent for each proposed staff member will be considered. The staff retention and benefits packages will also be considered.

Tab 4

Continuous Quality Improvement and Administrative Oversight Plan  
(weight factor = 10%)

- Included in this criterion of the evaluation will be: Detailed listing of all areas of continuous quality improvement and the frequency of the audit. Samples of administrative reports reviewed and the frequency of their review. Administrative structure associated with contract management and oversight.

Tab 5

Qualifications/References (weight factor = 15%)

- Included in this criterion of the evaluation will be: Length of time respondent has been in the business of providing health care services in the jail/correctional setting; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP. Respondent should outline experience with clients of the same size and/or same vicinity/state as this County.

Tab 6

Overall Completeness of Proposal (weight factor = 5%)

- Vendor Information Form

- Proof of Insurance
- W9
- Tax Form/Debt/Residence Certification

**34.0 EVALUATION PROCESS:**

- 34.1 After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Responders, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 34.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 34.3 The evaluation team shall not disclose any information included in a Respondent’s proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm’s proposal up to that of a competitor’s proposal.
- 34.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 34.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 34.6 All proposals submitted are to be valid for a period of ninety (90) days.

**35.0 AWARD:**

- 35.1 Proposals will be opened on the date specified on the cover page and kept secret until a final negotiated contract is awarded by the County Commissioners Court.

Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

- 35.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

**36.0 CONTRACTUAL OBLIGATIONS:**

- 36.1 This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the Responder and Fort Bend County.
- 36.2 The contract between the County and Respondent is preferred to be a Cost Plus Management Fee contract. The Respondent shall propose a management or administrative fee which shall include all corporate and regional program support, including all programs, policies, reporting, recruitment, supervision, etc., as determined necessary. Additionally, the management fee shall include all Utilization Management (UM) systems, case management and personnel. UM includes, but is not limited to service providers (e.g. hospitals, physicians, specialists etc.) discount negotiating/ contracting, claims processing & payment, and real time data access from internal/remote locations. The County will not process any direct provider payments or pay for said service as an additional cost. The Respondent must clearly include in the proposal what services are included as part of the Management Fee.
- 36.3 All Respondent costs directly associated with site operations shall be known as "pass-through" costs. These pass-through costs are those services provided directly by the Respondent and those services subcontracted out to various other healthcare providers (e.g. hospitals, physicians, specialists, pharmaceutical company, etc.). All pass-through costs shall be reimbursed to the Respondent on a monthly basis. The Respondent shall provide full disclosure of all costs and see that all accounting practices are consistent with Generally Accepted Accounting Practices (GAAP). Full disclosure of pass-through costs shall be included as a condition of this contract. It is important all Respondents include as examples, a wide variety of accounting and financial tools and reports that will be provided to the County monthly for review and reporting. This is necessary for the County to determine which financial tools and reports are a best fit solution.

**37.0 TERM:**

- 37.1 The contract resulting from this RFP will have an initial period starting October 1, 2022 ending September 30, 2024 (24 months). Fort Bend County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term.

- 37.2 This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.
- 37.3 Respondents shall propose an annual Management Fee, and estimated/ anticipated "pass-through" costs in a budget for fiscal year 2023 and 2024 (October 1, 2023 thru September 30, 2024). Respondent's budget must include at a minimum:
  - 37.3.1 Salary/Wage/Benefit costs per the proposed staffing matrix (total wages, benefits, time off, and backfill for all required positions)
  - 37.3.2 Professional Fees
  - 37.3.3 Pharmaceuticals
  - 37.3.4 Laboratory (no STD or other labs are performed at intake)
  - 37.3.5 Medical supplies
  - 37.3.6 Insurances (malpractice, malpractice tail, workers comp)
  - 37.3.7 Administrative supplies and costs
  - 37.3.8 Travel — for required site visits and site supervision.
  - 37.3.9 Travel — associated with contract start-up and initial training and oversight.
  - 37.3.10 The Management Fee and all services included in the fee.
- 37.4 Explain any and all costs you intend to pass- through to the County as part of your Operational Budget. As this will be a cost plus management fee contract, remember that all costs incurred by the County are to be transparent. Be aware that failure to include all costs in your proposal could be reason for contract termination. The budget projections shall cover all operating costs to provide comprehensive inmate healthcare according to the RFP specifications.
- \*37.5 Budgets for fiscal year 2025 ~~2020~~ and beyond (the renewal periods) are not required to be submitted with the proposal.

**38.0 VENDOR QUALIFICATIONS:**

Vendor must certify that he/she is a duly qualified, capable, and otherwise bondable business entity that he/she is not in receivership or contemplates same, nor has filed for bankruptcy. He/she further certifies that the Company, Corporation, or Partnership does not owe any back taxes within Fort Bend County, that he/she is able and capable of performing this proposal through his/her own resources without subcontracting or assignment, and that he/she is normally engaged in this type of business. Vendor further warrants that he/she is familiar with all laws, regulations, and customs

applicable to this type of service.

**39.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 39.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  
- 39.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**40.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**41.0 TERMINATION OF CONTRACT:**

- 41.1 Termination for Convenience. County may terminate the Underlying Agreement, in whole or in part, at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.
  
- 41.2 Termination for Cause.
  - 41.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - 41.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
  
    - 41.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in the Underlying Agreement or fails to perform any of the other provisions of the Underlying Agreement or so fails to make progress as to endanger performance of the Underlying Agreement in accordance with its terms, and in any of these

circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

41.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County as if the contract had been terminated for convenience.

41.2.3 Upon termination of the Underlying Agreement, County shall compensate Contractor in accordance with the terms for payment set out in the agreement, above, for those services which were provided under the Underlying Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Underlying Agreement.

**42.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

**\*43.0 PAYMENT BY COUNTY:**

Invoices should be submitted to the County on the first of the following month from the date services were rendered. Payment by the County will be by check within 30 days after receipt of invoice; payment will be prorated daily for unsatisfactory performance and the County will only pay for those days that satisfactory services are achieved ~~cleaning is accomplished~~. Vendor will submit a corrected invoice for any changes needed for unsatisfactory performance.

**44.0 PROPOSAL COST SHEET:**

See Attachment 5

**45.0 ATTACHMENTS:**

Attachment 1 – Infirmary Layout

Attachment 2 – Staffing Matrix

Attachment 3 – Compensation Policy/Salary Step Scale

Attachment 4 – Health Services Statistical Report 2019 with 2020 averages

Attachment 5 – Trended Detail Expense Statement  
Attachment 6 - Preferred Staffing Matrix

**46.0 REQUIRED FORMS:**

All respondents submitting are required to complete and provide the below forms and return with submission:

- 46.1 Vendor Form
- 46.2 W9 Form
- 46.3 Tax Form/Debt/Residence Certification
- 46.4 Proof of Insurance as required herein

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
						-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





# Appendix



# Appendix A

# Appendix B

# Appendix C

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- Knowledge of relevant drugs and non-pharmaceutical patient care aids and ability to prescribe dosages and instruct patients on correct usage.
- Knowledge of legal and ethical standards for the delivery of medical care.
- Ability to conduct research and write reports.

**Educational and Experience Requirements**

- State license as an M.D. or D.O.
- Board certified or board eligible in primary care preferred.
- Unrestricted DEA registration for Schedules II-V.
- DATA 2000 Waiver with a valid “DEA-X” registration
- State Controlled Substance Registration (if required by applicable law)
- Current CPR/AED certification from American Heart Association (AHA) or American Red Cross (ARC) to include a “hands on” practical component for certification.
- Supervisory experience in correctional health care preferred.
- Other relevant professional experiences or educational backgrounds will be considered as deemed appropriate. However, when licensure is required by local, state, federal or contractual guidelines, we will not alter our position on those requirements.
- Completion of Certified Correctional Healthcare Provider (CCHP or CCHP-P) through NCCHC is desirable.

**Working Conditions and Physical Effort**

- Work is performed in both clinical and office setting
- Moderate physical activity
- Clinical work environment involves exposure to potentially dangerous materials and situations that require extensive safety precautions and may include the use of protective equipment

INCUMBENT NAME	DATE
INCUMBENT SIGNATURE	DATE
IMMEDIATE SUPERVISOR	DATE



At Armor Health, we are raising the standard of care to impact the lives of those we serve by partnering with exceptional correctional organizations to improve health care outcomes. We provide support for patients and foster the wellness and wellbeing of the lives entrusted by our care. Armor is laser-focused on providing the best in class interventions to ensure optimal outcomes. Through our core values, embrace change, take ownership, attention to detail, sense of urgency, results oriented and collaborative environment we are a dynamic team that is setting the bar and revolutionizing correctional healthcare. Our vision is to impact through innovative and best in class clinical interventions and standardize operating procedures for continuous quality improvement.

## **JOB DESCRIPTION**

**Job Title:** Advanced Registered Nurse Practitioner  
**FLSA Status:** Exempt  
**Reports To:** Physician/Director of Nursing  
**Supervises:** N/A

### **Job Summary:**

Under indirect supervision, provides independent primary care in a correctional setting to a specified population of non-emergency patients. Provides consultation and advice to others.

### **Essential Functions:**

1. Performs medical examinations and evaluations, diagnoses, treatment, follow-up consultation and health education.
2. Manages patient's overall care.
3. Obtains patient histories and develops patient care treatment plans, ensuring completeness and accuracy using the POMR format.
4. Supervises and/or coordinates the activities of patient care and/or support staff.
5. Diagnoses and treats acute and chronic conditions.
6. Prescribes medications and other treatments.
7. Participates in planning programs and in developing specific health policies and procedures.
8. Practices safety, environmental and/or infection control methods.



9. Will adhere to Armor's core values, embrace change, take ownership, attention to detail, sense of urgency, results oriented and collaborative environment.
10. Respond to requests from Security Staff as well as Armor Staff in accordance with Armor and Facility Guidelines. This includes following the rules and regulations for employee conduct/behavior and chain of command set forth by the command staff at all times while working within the detention/correctional facility.
11. Perform additional duties as assigned.

### **Skills, Knowledge and Abilities Required:**

- Knowledge of patient care charts and histories.
- Knowledge of health education theory and practice.
- Ability to supervise and train employees, to include organizing, prioritizing, and scheduling work assignments.
- Ability to maintain quality, safety and/or infection control standards.
- Knowledge of clinical operations and procedures.
- Knowledge of current principles, methods, and procedures for the deliver of medical evaluations, diagnosis and treatment in area of expertise.
- Knowledge or related accreditation and certification requirements.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of staff.

### **Education and Experience Requirements:**

- Current license as a Registered Nurse/Advanced Registered Nurse Practitioner
- Current CPR certification, ACLS certification preferred
- Two years of experience
- Other relevant professional experiences or educational backgrounds will be considered as deemed appropriate. However, when licensure is required by local, state, federal or contractual guidelines, we will not alter our position on those requirements.

### **Working Conditions and Physical Effort:**

- Work is normally performed in clinic environment
- Moderate physical activity. Requires handling of average-weight objects up to 25 pounds or standing and/or walking for more than four (4) hours per day.



- Work environment involves exposure to potentially dangerous materials and situations that require following extensive safety precautions and may include the use of protective equipment.
- Will work with blood and blood borne pathogens and will require OSHA training and compliance.

INCUMBENT SIGNATURE	DATE
IMMEDIATE SUPERVISOR	DATE



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## **JOB DESCRIPTION**

**Job Title:** Charge Registered Nurse  
**FLSA Status:** Non-Exempt  
**Reports To:** Director of Nursing  
**Supervises:** Staff Nurse

### **Job Summary:**

Schedules, leads and coordinates the shift's activities of facility nursing and support staff in a correctional facility nursing unit. Ensures adherence to federal, state, and local regulations and guidelines, Armor's and facility policies and accepted nursing protocols and procedures. Coordinates the services with other patient care units/areas and provides nursing services and patient care as appropriate.

### **Essential Functions:**

1. Prepare, monitors and coordinates the daily patient care activities of the unit to ensure all physician orders are implemented and all patient encounters are documented using the POMR format; schedules staff and patients to ensure full coverage of patient care at all times and to ensure effective patient services.
2. Leads, guides, and trains employees performing related work.
3. Oversees and provides direct nursing care and consultation to patients as required.
4. Coordinates services with other patient care units as required; maintains communication with allied services.
5. Oversees quality assurance and infection control activities and compliance to

Charge Registered Nurse:



operational standards.

6. Participates in program development and implementation of operating policy and procedure.
7. Ensures proper care in the use and maintenance of equipment and supplies; promotes continuous improvement of workplace safety and environmental practices.
8. Will adhere to Armor's core values, embrace change, take ownership, attention to detail, sense of urgency, results oriented and collaborative environment.
9. Respond to requests from Security Staff as well as Armor Staff in accordance with Armor and Facility Guidelines. This includes following the rules and regulations for employee conduct/behavior and chain of command set forth by the command staff at all times while working within the detention/correctional facility.
10. Performs other duties as assigned.

**Skills, Knowledge and Abilities:**

- Ability to read, understand, follow and enforce safety procedures.
- Knowledge of specific day-to-day needs of patients within the unit.
- Knowledge of accreditation and certification requirements and standards.
- Skill in patient assessment and nursing care.
- Strong interpersonal skills and the ability to effectively work with a wide range of individuals and constituencies in a diverse community.
- Ability to provide professional guidance, instruction and leadership to nursing and related patient care staff.
- Ability to communicate effectively orally and in writing.
- Organizing and coordinating skills

**Education and Experience:**

- Current state license as a Registered Nurse
- Baccalaureate degree preferred
- Current CPR certification
- One year experience as a registered nurse preferred
- Other relevant professional experiences or educational backgrounds will be considered as deemed appropriate. However, when licensure is required by local, state, federal or contractual guidelines, we will not alter our position on those requirements.

Charge Registered Nurse:



**Working Conditions and Physical Effort:**

- Work is performed in a clinical setting.
- Work environment involves exposure to conditions such as fumes, noxious odors, dust, mists and gases; contagious or infectious diseases or hazardous chemicals and potentially dangerous situations that may require following extensive safety precautions and may include the use of protective equipment.

INCUMBENT SIGNATURE	DATE
IMMEDIATE SUPERVISOR	DATE

Charge Registered Nurse:



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## **JOB DESCRIPTION**

**Job Title:** Registered Nurse  
**FLSA Status:** Non- Exempt  
**Reports to:** Charge Nurse/Director of Nursing  
**Supervises:** Licensed Practical Nurses & Certified Nurse Assistants

### **Job Summary:**

Provide holistic nursing care to patients in a correctional setting.

### **Essential Functions:**

1. Assess physical, psychological and social dimensions of patients; obtain health history and provide a written assessment of patients upon admission.
2. During confinement, and upon discharge; document and communicate triage decision to appropriate health care provider.
3. Develop individual nursing care plan using nursing assessment protocols in consultation with health care providers.
4. According to physician orders implement medical care plans to include diagnostic tests, EKGs, etc.
5. Administer medications using proper techniques, procedures and approved routes of administration; nutrition and therapeutic diet plans.
6. Assist physician in medical or minor surgical procedures as necessary.
7. Provide and monitor direct patient care.
8. Document nursing encounters utilizing the Problem Oriented Medical Records (POMR) form of charting.
9. Maintain accountability of all controlled substances and prescription medications according to federal and state laws, and organizational regulations.
10. Coordinate with medical, dental, mental and ancillary personnel as required to ensure continuity of care.

Registered Nurse



11. Follow established policies, procedures, continuous quality improvement and safety, environmental and infection control standards.
12. Will adhere to Armor’s core values, embrace change, take ownership, attention to detail, sense of urgency, results oriented and collaborative environment.
13. Respond to requests from Security Staff as well as Armor Staff in accordance with Armor and Facility Guidelines. This includes following the rules and regulations for employee conduct/behavior and chain of command set forth by the command staff at all times while working within the detention / correctional facility.
14. Perform additional duties as assigned.

**Skills, Knowledge and Abilities Required:**

- Ability to follow policies and procedures and adhere to regulatory standards.
- Skill in current nursing practices.
- Knowledge of clinical operations and procedures.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Ability to maintain quality, safety and infection control standards.
- Skill in written and verbal communication.
- Knowledge of related accreditation and certification requirements.

**Educational and Experience Requirements:**

- Current state license as a Registered Nurse
- Current CPR certification
- One year experience
- Other relevant professional experiences or educational backgrounds will be considered as deemed appropriate. However, when licensure is required by local, state, federal or contractual guidelines, we will not alter our position on those requirements.

**Working Conditions and Physical Effort:**

- Work is performed in a clinical setting
- Work environment involves exposure to conditions such as fumes, noxious odors, dust, mists and gases; contagious or infectious diseases or hazardous chemicals and potentially dangerous situations that may require following extensive safety precautions and may include the use of protective equipment.

INCUMBENT SIGNATURE	DATE
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Registered Nurse



IMMEDIATE SUPERVISOR	DATE
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Registered Nurse



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## **JOB DESCRIPTION**

**Job Title:** Dentist  
**FSLA Status:** Exempt  
**Reports To:** Medical Director  
**Supervises:** Dental Assistant; Dental Hygienist

### **Job Summary:**

Provides and oversees direct dental diagnosis, treatment, procedures and care in a correctional setting.

### **Essential Functions:**

1. Provides and manages direct dental patient care, including oral examinations, evaluations, assessments, diagnoses and treatment for a specified population.
2. Prescribes pharmaceuticals, and treatment regimens as appropriate to assessed oral conditions.
3. Manages the daily operations of the dental clinic at the facility.
4. Directs and coordinates the patient care activities of dental technical and support staff as required.
5. Follows established policies, procedures, continuous quality improvement and safety, environmental and infection control standards.
6. Participates and directs health promotion, education and/or prevention programs for inmates and provides in-service training for health staff members.
7. Maintains dental records and charts documenting all dental services rendered.
8. Respond to requests from Security Staff as well as Armor Staff in accordance with Armor and Facility Guidelines. This includes following the rules and

regulations for employee conduct/behavior and chain of command set forth by the command staff at all times while working within the detention / correctional facility.

9. Performs other duties as assigned.

**Skills, Knowledge and Abilities Required:**

- Ability to supervise and train employees, to include organizing, prioritizing and scheduling work assignments.
- Ability to maintain quality, safety and infection control standards.
- Ability to foster a cooperative work environment.
- Knowledge of dental diagnostic and patient care services.
- Ability to develop and present in-service educational programs to clinic staff.
- Knowledge of current principles, methods and procedures for the delivery of dental diagnosis and treatment.
- Effective verbal and written communication skills.
- Ability to work observe, assess, and record symptoms, reactions and progress using the SOAP method of charting.
- Knowledge of relevant drugs and non-pharmaceutical patient care aids and ability to prescribe dosages and instruct patients on correct usage.
- Knowledge of legal and ethical standards for the delivery of dental surgical care.
- Knowledge of federal, state, correctional accrediting body standards and institutional regulations and guidelines for the provision of dental outpatient services.

**Educational and Experience Requirements:**

- Graduation from an accredited school of dental medicine.
- Currently licensed in the state.
- CPR certified.
- One year experience in general dentistry preferred.
- Other relevant professional experiences or educational backgrounds will be considered as deemed appropriate. However, when licensure is required by local, state, federal or contractual guidelines, we will not alter our position on those requirements.

**Working Conditions and Physical Effort:**

- Work involves considerable exposure to unusual elements, such as fumes, smoke, unpleasant odors and loud noises.
- Moderate physical activity. Requires handling of average-weight objects up to 25 pounds or standing and/or walking for more than (4) hours per day.
- Work environment involves exposure to potential dangerous materials and situations that require following extensive safety precautions and includes the use of protective equipment.
- Will work with blood and blood-borne pathogens and will require OSHA training and compliance.

- Knowledge of federal, state and correctional accrediting body standards, and institutional regulations and guidelines for the provision of dental outpatient services.

INCUMBENT SIGNATURE	DATE
IMMEDIATE SUPERVISOR	DATE



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## **JOB DESCRIPTION**

**Job Title:** Dental Assistant  
**FLSA Status:** Non-Exempt  
**Reports To:** Dentist  
**Supervises:** N/A

### **Job Summary:**

Under general supervision, provides a range of clinical, administrative and staff services in assisting the professional dental staff. Assists the dentist in providing dental and radiography procedures; prepares and maintains dental equipment and supplies in accordance with established protocol, procedures, policies, and standards and assists in the coordination of day-to-day patient administration, records management and office support services.

### **Essential Functions:**

1. Provides chair side assistance to dentists in the performance of dental procedures to include preventive and prosthetic procedures.
2. Prepares, sterilizes, organizes, and sets up dental equipment, ensures that all dental instruments are cleaned, dated, and processed according to established clinic guidelines and OSHA standards; and maintains the overall cleanliness of the dental area.
3. Monitors, and maintains dental equipment such as radiographic developing equipment, and sterilizers in accordance with manufacturer's guidelines.
4. Develops and processes dental radiographs in accordance with provider orders; assists in monitoring and maintenance of radiation safety procedures and protocols.

5. Orders and maintains inventories of dental clinic supplies.
6. Interacts with and processes dental clinic patients; schedules appointments, maintains dental charts, record dental findings using the POMR charting format.
7. Maintains dental laboratory slips and creates and maintains dental records in accordance with established protocol and procedures.
8. Maintains overall cleanliness of the dental area.
9. Will adhere to Armor's core values, embrace change, take ownership, attention to detail, sense of urgency, results oriented and collaborative environment.
10. Respond to requests from Security Staff as well as Armor Staff in accordance with Armor and Facility Guidelines. This includes following the rules and regulations for employee conduct/behavior and chain of command set forth by the command staff at all times while working within the detention/correctional facility.
11. Performs other duties as assigned.

**Skills, Knowledge and Abilities Required:**

- Ability to maintain records.
- Interview skills.
- Current knowledge of and ability to follow a full range of dental clinical procedures and protocols.
- Knowledge of planning and scheduling techniques.
- Knowledge of supplies, equipment, and/or services ordering and inventory control.
- Ability to set up and prepare dental equipment and instrumentation in accordance with established regulations and guidelines.
- Knowledge of Federal, State, correctional accrediting body standards and institutional regulations and guidelines for the provision of dental outpatient services.
- Knowledge of correctional accrediting standards.
- Ability to operate, maintain, and troubleshoot a wide range of dental equipment in accordance with prescribed procedures and standards.
- Knowledge of radiation safety procedures, standards, and protocols.
- Ability to develop and process dental radiographs.
- Knowledge of sterile procedures.

**Education and Experience Requirements:**

- Graduation from accredited dental assistant program with a current license to practice in the state.
- Registered or certified by a professional association.
- One year of experience as a dental assistant.
- Current CPR certification.
- Other relevant professional experiences or educational backgrounds will be considered as deemed appropriate. However, when licensure is required by

local, state, federal or contractual guidelines, we will not alter our position on those requirements.

**Working Conditions and Physical Effort:**

- Work is performed in an interior clinical environment
- Moderate physical activity. Requires handling of average-weight objects up to 25 pounds.
- Standing and/or walking for more than 4 hours per day.
- Work environment involves some exposure to hazards or physical risks, which require following basic safety precautions.
- Will work with blood or blood-borne pathogens and will require OSHA training and compliance.

INCUMBENT SIGNATURE	DATE
IMMEDIATE SUPERVISOR	DATE

# Appendix D



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## **SAMPLE REPORTS AND FORMS *(Included in this Attachment)***

1. Monthly Health Services Report (HSR)
2. Daily Report
3. Staffing Tracker
4. UM Claims Review
5. Intake Screening Form
6. Mental Health Screening Form
7. Mental Health Evaluation
8. Armor Passport (Discharge)
9. Policies and Procedures, Table of Contents



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## **1. SAMPLE Monthly Health Services Report (HSR)**

# Monthly Health Services Report

SAMPLE

2020

County:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
<b>Population Stats</b>													
Average Daily Population													0
Intake Screenings													0
Number Pregnant (Last Day)													0
Births													0
Miscarriages/Fetal Demise													0
Deaths													0
<b>Physicals</b>													
10 Day Health Assessments													0
Annual Health Assessments													0
<b>On-Site Care</b>													
Sick Call Visits													0
HCP Encounters													0
Telemedicine/Telepsych Encounters													0
In-house X-Rays													0
Infirmary/Medical Housing Admissions													0
<b>Dental Care</b>													
Exams													0
Fillings													0
Extractions													0
Dental Clinic Visits													0
<b>Chronic Care Visits</b>													
Asthma/COPD/Pulmonary													0
Diabetes/Endocrine													0
HIV/AIDs													0
Hypertension/Cardio													0
OB/GYN/Pregnant													0
Seizure/Neurology													0
<b>Infectious Diseases</b>													
MRSA Suspect Cases													0
Confirmed MRSA Cases													0
PPDs Given to Inmates													0
PPDs Given Other													0
Suspect Active TB													0
Confirmed Active TB													0
Identified Chicken Pox Cases													0
Identified Gonorrhea Cases													0
Identified Chlamydia Cases													0
Identified Syphilis Cases													0
<b>Vaccines Administered</b>													
Influenza to Inmates													0
Influenza Other													0
Hepatitis B to Inmates													0
Hepatitis B Other													0
Tetanus													0
Pneumovax													0
<b>Mental Health</b>													
Psych HCP Encounters													0
Psych MHP Encounters													0
Attempted Suicides													0
Completed Suicides													0
State hospital commitments awaiting admission													0
<b>Pharmacy</b>													
Patients receiving meds from med carts or pill windows (Last Day)													0
<b>Hospitalizations</b>													
ER Visits													0
Hospital Admissions													0
Total Hospital Days													0
Other Off-Site Referrals													0
<b>Grievances</b>													
Total Grievances													0
Unfounded Grievances													0

**CONFIDENTIAL**



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## 2. SAMPLE Daily Report



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### **3. SAMPLE Staffing Tracker Report**



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#### **4. SAMPLE UM Claims Review**



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## 5. SAMPLE Intake Screening Form



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## **6. SAMPLE Mental Health Screening Form**



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## **7. SAMPLE Mental Health Evaluation Form**



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## **8. SAMPLE Armor Passport Form**



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## **9. SAMPLE Policies and Procedures , Table of Contents**

# Appendix F

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# Appendix G

# TridentCare<sup>SM</sup>

04/04/2022

Erika Hoyo  
Director of Network Development  
Armor Correctional Health Services, Inc.  
4960 SW 72 Avenue Suite 400  
Miami, FL 33155

Dear Erika:

It is our understanding Armor Correctional Health Services is submitting a bid to provide comprehensive health care services, as the medical services provider, for the inmates residing within the Fort Bend County Jail located at 1410 Williams Way, Richmond, TX 77469.

TridentCare is the leading national provider of mobile diagnostics to correctional facilities and systems of all sizes, creating customized schedules and work plans to meet the individual needs of each site.

TridentCare is excited to partner with Armor Correctional Health Services for the provision of onsite imaging services including x-ray, EKG, and ultrasound should you be awarded the contract.

We look forward to the opportunity to continue our partnership with Armor Correctional Health Services.

Sincerely,



Greg Ward RT(R)(ARRT)  
Vice President, Correctional Market  
[greg.ward@tridentcare.com](mailto:greg.ward@tridentcare.com)  
615-714-4561



Our Mission: To be the Provider, Partner and Employer of Choice



March 7, 2022

Erika Hoyo, Director of Network Development ([Ehoyo@armorcorrectional.com](mailto:Ehoyo@armorcorrectional.com))  
Armor Correctional Health Services, Inc.

RE: Letter of Intent, Fort Bend County, Texas, Request for Proposals, Term Contract for Inmate Medical Services, RFP 22-066

Dear Ms. Hoyo:

Please accept this letter as confirmation that DaVita would like to participate with Armor Correctional Health Services in the Fort Bend County, Texas, Request for Proposals, Term Contract for Inmate Medical Services, RFP 22-066 for offsite dialysis services.

We appreciate the opportunity and look forward to a joint proposal.

Regards,

A handwritten signature in black ink that reads "Sergio Melendez".

Sergio C Melendez, Division Vice President  
[Sergio.Melendez@davita.com](mailto:Sergio.Melendez@davita.com)



April 6, 2022

Erika Hoyo, Director of Network Development  
Armor Correctional Health Services, Inc.  
4960 SW 72 Avenue Suite 400  
Miami, Florida 33155

Dear Ms. Hoyo,

Please accept this letter as our intent to propose with Armor Correctional Health Services, Inc. for Inmate Medical Services at the Fort Bend County Jail if Armor Correctional Health Services, Inc. is awarded the contract.

Diamond Pharmacy Services has teamed with Armor to provide pharmaceutical services and management to inmates in multiple facilities. Diamond is the Nation's Largest Correctional Pharmacy Provider and is a full-service pharmaceutical and medical supply provider. From our closed-door institutional pharmacy, we provide comprehensive pharmacy services for over 1,700 correctional facilities and over 150 juvenile justice centers in 48 states. We provide services to 79 correctional institutions in Texas. Diamond's 52 years of experience providing institutional care, and 39 years of correctional experience makes us highly qualified to meet the needs of our clientele. We will work with Armor to provide innovative technology solutions, enhanced clinical services, accurate reporting, reliable delivery, as well as industry leading operational program management to the Fort Bend County Jail.

Should Armor be awarded a contract for inmate medical services, this Letter of Intent expresses our willingness as an independent contractor to work with Armor and maintain a collaborative relationship in the provision of medication dispensing and pharmacy program management services to this population. Please note that our issuance of this Letter of Intent shall not be construed to expand or limit any rights Diamond has exercised or may exercise pursuant to the Master Pharmacy Services Agreement between Armor and Diamond.

Diamond has a strong working relationship with Armor and together we provide medications and pharmacy services to tens of thousands of patients in jails, prisons, and detention facilities across the country. We have consistently proven that our companies work extremely well together, and we are confident a synergy with the Fort Bend County Jail would continue to be strong. We look forward to working with Armor to maintain complete and exceptional care to the Fort Bend County Jail population.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Zilner".

Mark J. Zilner, R.Ph.  
President and Chief Executive Officer  
[mzilner@diamondpharmacy.com](mailto:mzilner@diamondpharmacy.com)  
800.882.6337 x1003



April 5, 2022

Erika Hoyo  
Director of Network Development  
Armor Correctional Health Services, Inc.  
ehoyo@armorhealthcare.com

Re: Manatee County Sheriff's Office – FL - Outpatient Dialysis

Dear Erika

This Letter of Intent ("Letter") shall set forth certain understandings between Fresenius Medical Care North America ("Provider") and Armor Correctional Health Services, its subsidiaries, partnerships, joint ventures, parent corporations and related entities ("Armor") with respect to the execution of a participating provider agreement or letter of agreement ("Provider Agreement") for the provision of dialysis services in conjunction with Manatee County Sheriff's Office.

This Letter is solely for benefit of the parties hereto and shall not be construed to give rise to or create any liability or obligation to, or to afford any claim or cause of action to, any other person or entity. This Letter will be superseded in its entirety by the provisions of the Provider Agreement upon the execution and delivery thereof.

We look forward to the opportunity to partner with you to provide outpatient dialysis services.

Sincerely,

A handwritten signature in black ink that reads 'Rebekah E. Raybon'.

Rebekah E. Raybon  
Corporate Agreement Specialist  
Fresenius Medical Care North America  
rebekah.raybon@fmc-na.com



# INSTITUTIONAL EYE CARE LLC

*Sharing your Vision for Excellence in On Site Health Care since 1983*

April 6, 2022

Armor Health  
Attn: Erika Hoyo  
4960 SW 72<sup>nd</sup> Ave. Suite 400  
Miami, FL 33155

**RE: Letter of Intent – Fort Bend County Sheriff's Office, TX**

Dear Armor,

This correspondence is a Letter of Intent committing Institutional Eye Care, LLC (IEC) to provide Armor with prescription eyeglasses and on-site optometry services to the Fort Bend County Sheriff's Office, Texas, should they be awarded the contract.

IEC will provide prescription eyeglasses and on-site optometry services to meet all specifications set forth in the Request for Proposal.

All eyeglasses will meet or exceed FDA and ANSI Dress Safety standards. Our optical lab currently turns standard eyeglass orders around in 3-5 business days of order receipt. We guarantee standard prescription eyeglass shipment within 10 days. All eyeglasses carry a one-year warranty against manufacturing defect.

In state licensed and credentialed optometrists will be utilized. Routine optometric care will meet all current standards of community care. All services will be provided within the state's scope of optometric care and on-site equipment parameters. Services will be provided at a mutually agreed upon schedule with the facility(s) to meet the requirements as specified in the Request for Proposal.

IEC is the largest vision service provider in the country devoted solely to inmate eye care. We are Armor's corporate eyeglass provider and have continuously provided on-site vision services for Armor at many of their other venues for years. All our contracts with Armor are in good standing.

IEC currently services over 700 separate local, State and federal facilities across 44 states, including Texas. IEC's correctional experience began in 1983 and we have successfully implemented or piloted on-site services in over 1,000 facilities since that time.

We look forward to providing prescription eyeglasses and on-site optometry services for Armor at the Fort Bend County Sheriff's Office.

Sincerely yours,



Zachary Lose



430 South Spring Street  
Burlington, North Carolina 27215

April 6, 2022

Armor Correctional Health Services, Inc.  
4960 SW 72nd Avenue, Suite 400  
Miami, Florida 33155  
Attention: Erika Hoyo

Re: Laboratory Services for Armor Correctional Health Services, Inc. related to RFP for:  
Fort Bend County Sheriff's Office RFP 22-066

Dear Ms. Hoyo:

Laboratory Corporation of America Holdings ("Labcorp") would welcome the opportunity to provide reference laboratory services to Armor Correctional Health Services, Inc. ("Armor Correctional") at its managed correctional sites based on mutually agreeable terms and conditions. The specifics regarding the request for proposal referenced above for Fort Bend County Sheriff's Office site(s) will require further due diligence by both parties. Once you have the specifics, related to laboratory testing services, please contact me to discuss.

Neither this letter, nor any oral or written communication concerning the matters covered by this letter, shall create any binding obligations on either party unless and until a definitive services agreement is negotiated and executed by both parties in a form approved by each party's management. Until the definitive agreement is executed, either party may discontinue discussions or negotiations at any time with no liability resulting therefrom.

We appreciate that you contacted Labcorp to discuss this opportunity regarding reference clinical laboratory services. If you have any questions or require additional information, please contact Susan Spargo at 336-508-3339.

Sincerely,

A handwritten signature in black ink that reads "Kimberly P. Coker".

Kimberly P. Coker  
Director of Contracts and Commercial Finance



April 15, 2022

Armor Health  
4960 SW 72 Avenue Suite 400  
Miami, Florida 33155

RE: Letter of Intent for the Provision of Services to Armor Health by Stericycle, Inc. ("Stericycle")

To Whom It May Concern:

This letter is to certify that Stericycle hereby affirms its good faith intention to provide biohazard waste services to Fort Bend County, should Armor Health be successful in its bid for such services pursuant to its customer's solicitation.

Stericycle is a healthcare compliance company with annual revenues of approximately \$3.6 billion in 2017. Headquartered in Bannockburn, IL, Stericycle has approximately 22,000 employees worldwide and treats over 1 billion pounds of biohazard waste annually in the US.

Stericycle has over 60 processing facilities and over 100 transfer stations in the United States. In addition to that, we have a fleet of over 2,000 vehicles.

As the national provider of biohazard waste services, we service over 1 million US customers. Our clients include the largest healthcare companies in the US, including over 4,000 hospitals and thousands of non-hospital customers including labs, physician practices, oncology centers, health clinics, plasma centers, dialysis clinics, and prisons.

Notwithstanding the foregoing, Stericycle is not and shall not be legally bound by such affirmation and, further, may only provide pricing to Armor Health for such prospective services upon Armor Health execution of the applicable Stericycle agreement form.

Sincerely,

Scott Phillips

DocuSigned by:  
  
AD4C8646744E431

Signature

4/15/2022

Date

Scott Phillips      Enterprise Account Executive

Printed Name and Title

# Appendix H

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## ARMOR'S JAIL BASED COMPETENCY RESTORATION PROGRAM PROPOSAL LANGUAGE

Armor's Behavioral Health Leadership Team has extensive experience and expertise in competency related issues within forensic settings. Armor's Regional Behavioral Health Directors' background consists of developing, implementing, and supervising competency restoration programs; conducting competency evaluations; providing expert testimony on competency related issues in court; and developing and providing competency training to staff. Dr. Ashley Phelps has experience in developing and implementing inpatient psychiatric competency restoration programs. Her experience includes oversight of these inpatient services as well as creating and facilitating training on the provision of these services. Dr. Kristina Disney has experience in providing supervision for mental health team responsible for conducting competency restoration in the jail setting as well as within an inpatient psychiatric facility. Both Dr. Phelps and Dr. Disney serve as Court appointed psychologists and subject matter experts on competency related topics and have conducted hundreds of forensic evaluations with adult and adolescents, including competency to proceed, insanity, dual diagnosis, and risk assessment evaluations.

Armor's Jail Based Competency Restoration Program is utilized with individuals who have been charged with a crime and found by the Court to be incompetent to stand trial, typically due to an active mental illness, intellectual disability, and/or co-occurring psychiatric and substance use disorder. Historically, many jails have been reliant on State Hospitals to provide competency restoration training. As such, defendants found incompetent to proceed often must endure long wait times before being admitted to an external facility, where competency training is provided. Our program is designed to restore such individuals to competency *within* the jail setting, which alleviates long wait times and delay in treatment. Furthermore, potential risks and costs associated with transportation of these high-risk patients to the state hospital are eliminated. Competency restoration training commences as soon as the Court has deemed an individual incompetent to proceed, so that defendants can advance through the legal process efficiently. Armor's competency restoration training is accomplished through the collaboration of the individual and a team of professionals to include psychiatrists, master's level licensed behavioral health professionals, nurses, re-entry specialists, and other supportive personnel.

Our process identifies eligible participants in collaboration with the Department so we can provide prompt access to clinically appropriate restoration services. These services include a multi-disciplinary approach that addresses the overall health and well-being of the individual, while focusing on treatment of the underlying mental illness. Armor's competency restoration program includes the provision of education and skills training that enables participants to obtain a factual and rational understanding of the legal proceedings and restore their ability to consult with legal counsel. Our program assists

individuals in obtaining and maintaining adaptive coping skills that allow them to be an active participant in assisting with their legal case by enhancing their ability to manage stressful life events, such as court proceedings and incarceration. We provide regular psychiatric care appointments and competency restoration treatment through structured individual and group sessions.

Appropriateness for the program begins at admission and is determined by several factors, including information obtained by the Department, such as eligibility for release on bail. A thorough assessment of an individual's current psychological functioning and likelihood of restoration to competency is conducted. Further, factors such as motivation, medication/treatment compliance, risk to self / others, and medical stability are reviewed and factored into decisions regarding program placement. Restoration treatment interventions are different for each person. While many move forward more rapidly, others take longer as it all depends on their individual needs and level of engagement. Regular communication with the Court, regarding the defendant's treatment progress, level of motivation to participate and response to treatment is initiated by our treatment team via status reports.

Armor's comprehensive competency restoration program emphasizes specialized recruiting, continuous training, and the preservation of highly qualified staff members in accordance with applicable state regulations and statutes. Our behavioral health professionals are trained to participate in court proceedings as subject matter experts on mental illness and competency-related issues and can testify in Court, when needed. As with all endeavors within our company, we are dedicated to assuring that our staff perform within their scope of practice and remain proficient in all realms of competency.

There are many advantages to jail-based restoration. For example, the reduction in time and costs associated with waiting for a bed at another facility, decrease in length of incarceration, continuous placement of the individual closer to their family and counsel and proximity to community resources, and maintenance of facilitation of communication between the individual, counsel, and treatment team, all of which ensures continuity of care. As such, Armor's competence restoration program offers advanced curriculum implementation within correctional facilities, ensuring that the comprehensive needs of the individuals we care for are met.

# Appendix I



# 2021-2022 Benefits Open Enrollment



## Here's Where To Find ...

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As a valued Armor Health employee, you are continuously performing in our core values that help us deliver our mission – *Partnering to improve health care outcomes, provide ongoing support for patients and foster the wellness and wellbeing of the populations we serve.*

The work you do every day is essential to our success. We appreciate the talented people we have working here, their dedication, resilience, and uncompromised commitment. We reward this hard work with the quality and flexibility you deserve in your health and welfare benefits.

Please review this guide carefully as it provides an overview of your benefits program as well as helpful tips to assist you in making an informed decision that best meets you and your family's needs

Armor's benefits plan period is effective from August 1, 2021 to July 31, 2022. Refer to the plan summaries for complete and detailed information.

## What's New or Changing for this Benefit Period

We are providing you with a summary of the benefit changes and enhancements that will be in effect this new benefit period.

### Medical

#### Virtual Visits – \$0 Copay

Virtual Visits benefit category is now Virtual Care Services and allows members to obtain care using a Designated Virtual Network provider for less serious medical treatment or behavior health.

#### Telehealth – FaceTime with a PCP or Specialist

Services are covered at the same level as an office visit.

#### Designated Diagnostic Provider (DDP) – Lab Tests

DDP is a new benefit design for outpatient lab services that requires you to use contracted DDP or Preferred Lab Providers for common diagnostic lab tests to be covered. These providers have met quality and efficiency requirements. Designation does not apply when services are provided as part of an ER visit, in/out-patient hospital admission, or labs that are part of chemotherapy treatment. Search in-network providers on [www.myuhc.com](http://www.myuhc.com).

#### Emergency Health Care Services – for Non-Emergent Care

The carrier will be implementing limited benefits for Emergency Room treatment. For diagnosis considered and claim coded as non-emergent care, the plan will cover up to a maximum of \$251.00 per visit.

Administration of this limited benefit is expected to become effective at the end of the national public health emergency period as determined by the Department of Health and Human Services. Expect more information in the future by United Healthcare.

#### Prescription Drug Benefit – Network Change

The prescription drug list and pharmacy network on UHC medical plans Choice BWME and Choice Plus BWMD has changed to CVS Select, Walgreens pharmacies are excluded. Copays and cost-share for medications has not changed. Mail-order benefit has been enhanced and now provides savings using this dispense service.

### Medical GAP Plans – New Carrier

Effective August 1st, our new provider will be Fidelity Security Insurance with benefits administered by Loomis.

### Dental – New Carrier and Enhanced Benefits

Our new insurer will be United Healthcare. You can choose from a dental PPO base or the enhanced option that includes a higher annual benefit maximum. Orthodontic wait periods have been removed on both plans.

As part of the carrier transition, United Healthcare will honor dental deductible credit and recognize participants who have unused Guardian's max-roller benefit. Amount will be credited to enrolled participants' account by October 1, 2021 and must be used by the end of this calendar year.



## Vision – New Carrier and Enhanced Benefit

United Healthcare will also be our vision benefits provider. Mostly, you can expect the same level of benefits. Vision polycarbonate lenses are now covered in full.

## Short- and Long-Term Disability Coverage – New Carrier and Enhancements

Guardian Life will be the new provider for our disability benefits. Our streamlined approach to provide a single Short-Term Disability plan that is 100% paid by Armor for our Full-Time employees was very important to us. You are no longer required to buy additional coverage and now protected up to \$1,500 maximum of weekly benefit.

Voluntary Long-Term Disability waiting period has been reduced to 90 days or following Short-Term Disability.

## Voluntary Life Insurance and AD&D – New Carrier and Grandfathering

Life insurance benefits are now provided by Guardian Life. If you and/or your dependents are currently enrolled in Voluntary Life and AD&D, your current enrolled amount will be grandfathered by Guardian and you are not required to submit an Evidence of Insurability (EOI), unless you buy additional coverage that exceeds the plan's guarantee issued amount.

## New Benefits and Programs

- Pet Insurance is now available, and you can take advantage of covering your furry family mascots!
- Legal Plans offered by ARAG provides enhanced services – choose from a core plan for everyday legal matters or the plus plan which provides much broader coverage.
- Aflac individual benefits will transition to group voluntary benefits under a new platform.
  - The new group offerings include Accident, Critical Illness with Cancer coverage and two Hospital Plans – one that is HSA compatible.
  - The group policies will be available through easy payroll deduction.
  - AFLAC plans provide an improved enrollment experience, allowing you to speak directly to AFLAC counselors for additional support and easy online enrollment.
  - Representatives at the AFLAC call center can help you determine which option is best for you.
  - You can keep your current Aflac individual policies on a direct payment basis and current payroll deductions for these policies will cease the last payroll deduction date on July 23rd.
- New Nurse Student Loan Reimbursement Program is now in effect and administration is provided by Fidelity Net Benefits. Reference information included in this guide for details.

## Enhanced 401k Retirement Plan

The new plan administrator is Lincoln Financial. Refer to general information included in this guide but be sure to review the prospectus and Summary Plan Description for details.

## Who Is Eligible?

You are eligible for benefits if you are a regular full-time employee working at least 30 hours per week. You must enroll in benefits when you initially become eligible. For new employees, benefits are effective on the first of the month following your hire date. During Armor's open enrollment period, all benefits are effective on August 1, 2021.

You may also enroll your eligible dependents in the coverage you elect to participate in. Eligible dependents include the following family members:

- Your legal spouse or domestic partner
- Natural, adopted or step-children to age 26
- Children under your legal guardianship
- Any child who is named in a Qualified Medical Support Order (QMCSO) as defined under federal law
- Disabled children who have reached the maximum age and who are (or become) physically or mentally incapable of self-support (medical certification required)

Young adults between age 26-30 (only in Florida) must meet the following eligibility criteria to qualify or continue medical health coverage:

- Is unmarried and does not have a dependent of his or her own
- Is a resident of this state or a full-time or part-time student
- Is not provided coverage as a named subscriber, insured or enrolled under any other group, blanket, or franchise health insurance policy or individual health benefits plan
- Is not entitled to benefits under Title XVIII of the Social Security Act



## Making Changes

Generally, you may only make changes to your benefit elections during an annual open enrollment period, unless you experience a Qualified Life Event. Common life events that may affect a change to your current elections include:

- Change in Marital Status
- Birth, legal adoption or placement for adoption of a dependent child
- Dependent child reaches limiting age
- Spouse gains or loses employment eligibility with current employer's sponsored plan
- Spouse or dependent becomes eligible or ineligible for Medicare/Medicaid CHIP
- Change in residence that affects eligibility for coverage
- Court-ordered change
- Death of a dependent

Any change to your benefits must be consistent with the Qualified Life Event. You must submit your change request along with proof (*i.e., marriage certificate, divorce decree, birth certificate, or loss/gain of coverage letter*) within 30 days following the life event.

All requested enrollment changes due to qualifying events, except for a birth of a child or as otherwise permitted by IRS Section 125 rules, are made effective on the first of the month following the date of the request.





# MEDICAL

UnitedHealthcare

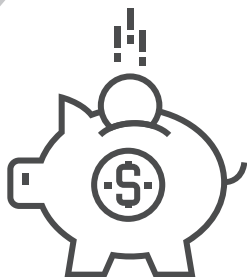
Armor Health understands that plan choice is important, so you can have the option to choose from two comprehensive health plans that best meets your needs – and those of your family.

United Healthcare Choice provides in-network only benefits while the HDHP Choice Plus offers flexibility to see providers in or out-of-network. Both are open access plans and referrals to see specialists are not required. Preventive care services, including your annual physical screening is covered at 100%.

To search for a UnitedHealthcare in-network provider, please visit [www.myuhc.com](http://www.myuhc.com) and select “Find a Doctor.” Follow the prompts and select the plan’s network – Choice or Choice Plus.

Provider Network	UHC Choice	UHC Choice Plus	
	BWME EPO	AHJC HDHP	HSA
Benefits	In-Network Only	In-Network	Out-of-Network
<b>Calendar Year Deductible (DED)</b>			
Individual/Family	\$5,000/\$10,000	\$3,000/\$6,000	\$4,600/\$7,200
<b>Out-of-Pocket Maximum</b>			
Individual/Family	\$7,000/\$14,000	\$6,750/\$13,500	\$10,000/\$20,000
<b>Member Coinsurance</b>	30%	30%	50%
<b>Office Visits</b>			
Preventive and Annual Wellness Care	100% Covered	100% Covered	50% after ded
Virtual Visit (UHC Virtual Care)	100% Covered	30% after ded	50% after ded
Telehealth (your provider)	PCP/Specialist copay	30% after ded	50% after ded
Primary Care Physician (PCP)	\$30 copay	30% after ded	50% after ded
Specialist	\$70 copay	30% after ded	50% after ded
<b>Emergency Care</b>			
Convenience Care Clinic	\$30 copay	30% after ded	50% after ded
Emergency Room (non-emergent visit benefit limited to \$251)	30% after ded + \$400 p/occ copay	30% after ded	50% after ded
Urgent Care	\$70 copay	30% after ded	50% after ded
<b>Hospital Services</b>			
Inpatient Care	30% after ded	30% after ded	50% after ded
Outpatient Surgery	30% after ded	30% after ded	50% after ded
<b>Independent Diagnostic Facility</b>			
Labs/X-Rays	30% after ded	30% after ded	50% after ded
Complex Imaging (CAT Scan, MRI, etc)	30% after ded	30% after ded	50% after ded
<b>Prescription Drugs (retail 30 day supply)</b>			
Rx Calendar Year DED (applies to Tier 1-2)	\$1,500/\$3,000	N/A	N/A
Tier 1/Generic	\$10 copay	\$10 copay	50% after ded
Tier 2/Brand and Generic Equivalent	\$40 copay	\$35 copay	50% after ded
Tier 3/Non-preferred Brand	50% after ded	\$70 copay	50% after ded
Tier 4/Specialty	50% after ded	30% after ded	Not Covered
Prescription Drug List	Essential 4 Tier/CVS Select	Advantage 4 Tier	
<b>Mail-Order (90 day supply)</b>	2.5 x Retail Cost/50%	2.5 x Retail Cost	Not Covered

**Network Access:** Choice EPO Plan is not available to employees who reside in AL, AK, AZ, HI, MN, MS, MT, NC, NM, or OK state, and employees in these states are enrolled in matching benefits under BWMD ChoicePlus Plan in Paylocity.



# HOW TO BE A SMART CONSUMER



## Pharmacy

- Find an in-network pharmacy or use the drug cost estimator tool by visiting **OptumRx.com**.
- Ask if a generic drug or if mail order is available.
- Generic contraceptives and diaphragms are covered and available at no cost.
- See if your drug has a patient assistance program.



## Cost Estimator

Different doctors and hospitals may charge different amounts for the same service. **www.myuhc.com** can help you compare costs based on your own benefits.



## United Healthcare Mobile App

The United Healthcare app lets you easily access your healthcare information and gives you tools to help estimate costs, manage claims and find providers – anytime and anywhere. It's built to be your go-to healthcare resource when you're on the go. Search for the **www.myuhc.com** mobile app on your smart phone.



## United Healthcare Virtual Care Visits

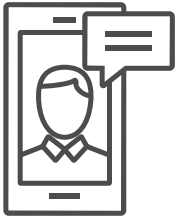
Get access to care 24/7 with Virtual Care Visits from United Healthcare.

It's as simple as using your smartphone, tablet, or computer to meet with a doctor for minor illness such as a cold or a behavioral health professional to help work through challenges such as anxiety or grief. Doctors may write prescriptions, if appropriate. You can see a doctor on demand or by appointment 24 hours a day, seven days a week.

### Sign up now

To Learn More about Virtual Visits, go to **uhc.com/virtualvisits** or **www.myuhc.com**.





# MEDICAL GAP BENEFIT

## Fidelity Security Life/Loomis

Commonly referred to as medical GAP coverage, the Supplemental Limited Medical Expense insurance is designed to offset out-of-pocket costs such as deductibles, coinsurance, and copays that you may incur when you use your United Healthcare major medical. Upon service, you must present both – your UHC medical ID and your Fidelity Security Life/Loomis GAP ID card.

You have the option to choose from two medical gap plans provided by Fidelity Security Life/Loomis.

Benefits	Gap Low \$2,000	GAP High \$4,000
<b>Calendar Year</b>		
Inpatient Hospital Maximum	\$2,000 per insured, up to \$6,000 for all covered persons	\$4,000 per insured, up to \$12,000 for all covered persons
Outpatient Maximum	\$2,000 per insured, up to \$6,000 for all covered persons	\$4,000 per insured, up to \$12,000 for all covered persons

GAP plans are not HSA eligible.

### In-Hospital Benefit

Pays a lump-sum, per confinement benefit for covered expenses incurred during a hospital stay and confinement is at least 18 continuous hours.

### Out-Patient Benefit

Pays a benefit for treatment in a hospital emergency room (without subsequently being admitted an in-patient), surgery performed in physician's office, hospital out-patient facility or a freestanding out-patient surgery center; diagnostic testing center or magnetic resonance imaging (MRI) facility.

### Two Easy Ways to File a Claim:

- Present your ID card to the Provider – your provider may file the claim for you and benefits will be assigned to the provider.  
Or
- Submit a Claim directly to the GAP Carrier.
- Find and submit your claim through the Fidelity Security Life/Loomis portal. Complete your registration by visiting [loomisco.com/healthxgateway/member](https://loomisco.com/healthxgateway/member) to access important forms, submit and review claims. You will need to have your member ID card in order to register, it will ask you for the Group Number and Member ID.
- The Explanation of Benefit from your primary United Healthcare insurance carrier must be submitted.
- A uniform itemized hospital bill (form UB04) must be submitted for inpatient and outpatient hospital claims.



# HEALTH SAVINGS ACCOUNT (HSA)


## Optum Bank

Available to employees enrolled in the HDHP health plan.

A Health Savings Account (HSA) is a tax-advantaged savings account that can be used for your qualified healthcare expenses. You own your HSA and can contribute to the account with pre-tax payroll deductions based on your needs.

Did you know an HSA provides triple tax benefits? The money you contribute is pre-tax, and the interest that accumulates in the account is tax-free. In addition, money withdrawn from an HSA isn't taxed, provided you use it for qualified healthcare expenses. Like a savings account, you will only be able to withdraw funds that are in the account.

### OTHER HSA ADVANTAGES



You can use the account to pay for qualified healthcare expenses.



Unspent dollars roll over each year and are yours to keep if you retire or leave the company.



You can invest your HSA funds, so your available healthcare dollars can grow over time.

### You are eligible if:

You are enrolled in the HDHP



You are not covered by a spouse's plan



No one else can claim you as a dependent



You are not enrolled in Medicare, TRICARE, or TRICARE for Life



You have not received VA benefits in the past 3 months



## How Do I Access/Make Contributions to My HSA?

During your enrollment period, you set-up pre-tax payroll contributions and can adjust the amount at any time throughout the year, but keep in mind that it may take up to two payroll periods for changes to be processed.

You can manage your HSA and explore all the helpful resources available to you by visiting [optumbank.com](http://optumbank.com).

## IRS Maximum Contribution Limits

2021

- Up to \$3,600 for individual
- Up to \$7,200 for family

\*Not enrolled in Medicare

- Up to \$3,650 for individual
- Up to \$7,300 for family

\*Not enrolled in Medicare

2022

For employees aged 55 or older, an annual catch up contribution of \$1,000 is allowed.



Armor Health offers two dental PPO plans through United Healthcare. The plans provide in and out-of-the network coverage for services – from routine check-ups to more serious dental work. You will generally pay less for services if you see an in-network provider. The PPO High plan uses the National PPO 30 Network, while the PPO Low plan uses the National PPO 20 Network. If chose to go out-of-network, you may be billed the difference between what United Healthcare pays and what your out-of-network provider charges.

MaxMultiplier program rewards you for keeping up with your dental care by adding benefit dollars that can be rollover each year.

Visit [uhc.com](http://uhc.com) or log-in to your [myuhc.com](http://myuhc.com) portal to find an in-network dentist.

	PPO High	PPO Low
Provider Network	National PPO 30	Options PPO 20
Calendar Year Deductible (DED)	In/Out-Network	In/Out-Network
Individual/Family	\$50/\$150	\$50/\$150
Calendar Year Maximum	\$2,500	\$1,500
Cleanings Frequency	twice per year	twice per year
Preventive and Diagnostic Services	100%	100%
Basic Services	90% after ded	80% after ded
Major Services	60% after ded	50% after ded
Orthodontia (adults/children)	50% after ded	50% after ded
Lifetime Maximum	\$1,000	\$1,000





# VISION

United Healthcare

Our vision care benefits include coverage for routine eye exams, lenses, frames, and contact lenses as well as discounts for laser surgery. You have the freedom to access an expanded network of providers using United Healthcare’s Spectra Network. When possible, consider staying in-network when seeking care to get the most bang for your buck!

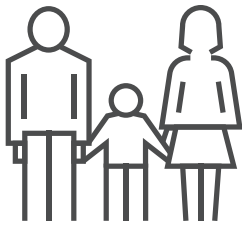
If you do use out-of-network benefits, then you will be reimbursed for services according to the policy.

Visit [uhc.com](http://uhc.com) or log-in to your [myuhc.com](http://myuhc.com) portal to find an in-network vision provider.

United Healthcare		
Provider Network	Spectra T1014	
	In-Network	Out-of-Network
<b>Examination (once per 12 months)</b>		
Exam Copay	\$10	reimbursed up to \$40
Materials Copay	\$25	N/A
<b>Lenses (once per 12 months)</b>		
Single	100% after copay	up to \$40
Bifocal	100% after copay	up to \$60
Trifocal	100% after copay	up to \$80
Lenticular	100% after copay	up to \$80
<b>Frames (once per 24 months)</b>		
Retail	\$130 allowance, then 30% discount	reimbursed up to \$45
<b>Contact Lenses* (once per 12 months)</b>	<i>in lieu of frames</i>	
Elective/Conventional	\$130	up to \$105
Medically Necessary	100% covered	reimbursed up to \$210

\* Contact lenses in lieu of eyeglass benefit





# LIFE AND DISABILITY INSURANCE

Guardian Life

Remember to assign a Beneficiary to your life policy(ies).

## Life Insurance

Life insurance is an important part of your financial security, especially if others depend on you for support.

Armor Health provides you with Basic Life and Accidental Death and Dismemberment (AD&D) in the amount of \$50,000 at no cost to you. Enrollment in this coverage is automatic for all eligible employees.

If you would like additional coverage, Voluntary Life and AD&D insurance is available to you and your eligible dependents. You must elect coverage for yourself in order to cover your spouse and/or children.

Your cost for coverage is dependent on your age and your coverage amount, and is paid through post-tax payroll deductions.

Guardian Life			
Voluntary Life and AD&D			
Coverage	Increments	Maximum	Guarantee Issue
Employee Vol Life/AD&D	\$10,000	\$500,000	\$150,000
Spouse Vol Life/AD&D	\$10,000	\$250,000	\$40,000
Child Vol Life/AD&D	\$2,500	\$10,000	\$10,000

Benefit Reduction Schedule starts at age 75 and applies to both life insurance policies. Refer to the plan summaries for complete details.

## Evidence of Insurability (EOI) Requirements

**Initial Enrollment:** During this open enrollment period or upon your initial eligibility, you can elect up to the guarantee issue amount for yourself, spouse and/or dependents without having to complete an EOI. If you decide to request coverage outside these enrollment periods, then you will be required to submit an EOI for any amount of coverage you choose.

**Annual Open Enrollment:** During the next annual open enrollment period, you may elect coverage for yourself and dependents if you previously declined it when initially eligible to enroll, but you will be required to provide EOI for any amount chosen. Current enrolled employees may increase increments up to \$50,000 annually without completing an EOI. Amounts exceeding the guarantee issue will require an EOI submitted to Guardian Life.



# DISABILITY INCOME BENEFITS

Guardian Life

Armor Health provides eligible employees with short term disability coverage at no cost to you. This benefit will replace 60% of your weekly wages to a maximum of \$1,500 per week if you are ill or injured in a non-work related accident. Benefits start on the 15th day of an incident due to a covered illness or injury, and pay continuation is up to 12 weeks.

Depending on where you live/work, you may be entitled to a state disability benefit. Benefits under this plan would be reduced by the benefit you receive from your state.

In case of a more serious and prolonged disability, you can purchase additional income protection by applying for long-term disability (LTD) coverage. This benefit replaces a total of 60% of your base salary and up to \$6,000 per month. Payments begin after 90 days following the start of your disability. Payments may continue until you reach your Social Security Disability Retirement Age if you remain unable to work. Your cost for coverage is dependent on your age and your coverage amount, and is paid through post-tax payroll deductions.

Refer to the plan’s summary for pre-existing condition limitations.

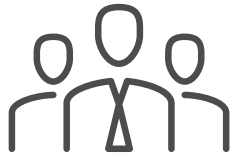
**Evidence of Insurability (EOI):** During this open enrollment period or upon your initial eligibility, you can elect coverage without having to complete an EOI. However, if you decline benefits when initially eligible and decide to enroll during the next annual enrollment period, then an EOI will be required.

**Annual Open Enrollment:** During the next annual open enrollment period, you may elect coverage if you previously declined it when initially eligible to enroll, but you will be required to provide EOI.

Guardian Life		
Benefits	Employer Paid STD	Vol LTD
Benefits Begin	14th day of illness or injury	After 90 days
Benefits Payable	Weekly	Monthly
Benefit amount	60% of your weekly wages	60% of your base salary
Maximum Benefit	\$1,500 per week	\$6,000 per month

## Family Medical Leave Act: ComPsych

You may be eligible for unpaid leave under the Family Medical Leave Act (FMLA). Armor Health has partnered with ComPsych who will be responsible for administering your FMLA leave. Please contact them directly to initiate your request. FMLA provides up to 12 work weeks of unpaid leave during a rolling 12 month period due to your own serious health condition, care for a family member who has a serious health condition, or to care for a newborn, adopted or newly placed foster child. Employees with family members in the military have expanded leave rights under FMLA. These employees may take up to 26 work weeks of leave during a single 12-month period to care for a spouse, son, daughter, parent or next of kin who has sustained a serious injury or illness during active duty



# EMPLOYEE ASSISTANCE PROGRAM (EAP)

Guardian Life

In today's environment, addressing work-life balance issues is more important than ever. It can make a big difference just knowing that you will have someone who will listen, understand and provide guidance. Armor Health provides employees and their families with free, confidential EAP service to help with concerns such as:

- Financial issues
- Stress and depression
- Legal concerns
- Family and marital conflicts
- Work conflicts
- Grief counseling and more

Employees can utilize the EAP from their first day of employment – available 24 hours and day, seven (7) days a week. You will speak to a compassionate professional who will help you clarify your concerns, and offer you guidance and support. If necessary, you will be connected with experts who can provide additional assistance. You are provided with up to three in person sessions (per issue) with a Licensed Professional Counselor for assessment. Your counselor may refer you to resources in your community for ongoing support.

For more information, call **1.800.386.7055** or visit **ibhworklife.com**

**User name: WorkLife, Password: 70101**





# ADDITIONAL BENEFIT OFFERINGS

## ARAG Legal Plans

With ARAG, members have access to a nationwide network of attorneys who can address their legal needs in-person or by telephone. Members have representation whether the legal matter is contested or uncontested and either they are the plaintiff or defendant. When members use a network attorney, fees are 100% paid in full for most covered matters.

You have the option to choose from two legal plans:

- Ultimate Core – Advisor without Divorce
- Ultimate Enhanced – Advisor Plus (includes divorce and identify theft)

Search, locate and connect with network attorneys in multiple ways:



Call ARAG Customer Care



Visit **ARAGLegal.com/Account**



Use the ARAG Legal app

## Guardian TravelAid Services

TravelAid is a comprehensive travel assistance services program that provides you and your covered dependents with a safety net for both personal and business travel. No matter if you are 100 miles or over 5,000 miles away from home, TravelAid is available around the clock and the world to ensure assistance when you need help the most — whether it's a medical emergency or simply replacing travel documents. This benefit is provided through Guardian Life at no cost to you.

For more information or assistance contact TravelAid/UnitedHealthcare Global at:  
**410.453.6330** or **800.527.0218**, [ibhtravelaid.com](http://ibhtravelaid.com)

## Identity Theft Recovery Assistance

ID Theft Assistance is provided to help you and your dependents understand the risks of identity theft, learn how to prevent it and most importantly, provide guidance if your information is compromised.

Access ID Theft Services is provided by Guardian. Visit **ibhworklife.com**

**User name: WorkLife, Password: 70101**

*It's important to note that this is an educational resource and not a recovery service.*

## Aflac Benefits

- Accident 24 plan provides variable cash benefits that helps provide a financial cushion in the event an accident occurs on or off the job. The plan also includes accidental death and dismemberment benefit.
- Critical Illness with Cancer helps pay out-of-pocket and living expenses related to the treatment of a covered critical illness diagnosis.
- Hospital Indemnity plans provide cash benefits to help pay for some of the costs – medical and nonmedical – associated with a hospital stay due to a sickness or accidental injury. Employees enrolled in a medical HSA plan must select the Hospital Indemnity HSA Compatible plan.

## Pet Benefit Solutions Discount Bundle

The Total Pet plan is a four-bundle discount program that provides everything pets need for one low price! The pet care bundle includes everyday savings on veterinary care, pet products, medications, and access to other pet care services. Additionally, the plan provides unlimited assistance via a 24/7 pet telehealth service and durable ID tags to help bring pets home if they go missing. There are no pre-existing conditions that apply so you can cover all your pets regardless of age, breed, or condition. You can choose a single pet plan which covers one pet, or a family plan for all the pets in their home.

*Refer to the plan's summary for complete details, limitations, and pricing.*





# ADDITIONAL EMPLOYEE BENEFITS

## Tuition Reimbursement and Continuing Education

Armor Health's tuition reimbursement program is available to full time employees who have completed one year of service. Armor will reimburse part of tuition and registration (up to \$1,000 annually) for educational programs at accredited schools. The classes must be related to your current job, and will be based on the letter grade received. Additionally, you can also receive reimbursement for the initial costs associated for certain professional certifications.

Armor Health also provides Continuing Medical Education (CME) reimbursements to full-time eligible employees that have completed one year of service. This benefit is designed to assist our clinical staff with paid time off (up to 40 hours) and financial support (up to \$1,500) depending on your position. This benefit is paid annually based on a twelve month period.

## Nurse Loan Reimbursement Program

Armor Health has partnered with Fidelity Investments to offer immediate financial relief to nurses who have student loan repayment obligations.

Our crafted program includes the following benefits:

- Armor will contribute up to \$170 per month towards the loan of an eligible full-time practicing nurse averaging 30 hours or more per week.
- Armor will contribute up to \$85 per month towards the loan of an eligible part-time practicing nurse averaging less than 30 hours per week.
- Armor will pay a lifetime maximum up to \$10,000.
- Included in this program, you will have access to Fidelity's Student Loan Tool calculator that will help you create strategies for paying off your student debt.

- Payments will be made directly to the loan service provider.
- Enrolled employees can access their benefit dashboard online any time.

Visit [www.netbenefits.com](http://www.netbenefits.com) to register and learn more!

## 401(k) Retirement Benefit

Eligible full-time employees may enroll in Armor's 401(k) plan on the first of the month following 60 days of employment. You can choose if you want to participate in the plan, how much you want to contribute, where you want to invest your dollars and whether you want to contribute pre-tax or post-tax.

Armor will match 50 cents for every dollar you contribute up to 6% of pay that you save towards your 401(k) plan. For example, if you earn \$40,000 and contribute 6%, Armor will match \$1,200. A catch-up provision for employees over 50 years of age will allow participants to increase their deferral by an additional \$6,000 in this calendar year.

You can elect to participate in the 401(k) plan at any time and you are always 100% vested in your contributions. You will become fully vested in the company matching contribution after two years of employment.

Armor's 401(k) Plan is administered by Lincoln Financial. Once you enroll, you will be able to manage your contributions, check balances and change allocations online at [www.LincolnFinancial.com](http://www.LincolnFinancial.com).

Lincoln Financial Group offers employees 24/7 resources to learn about managing key life milestones and everyday financial matters so you can build strong financial habits that will help you work toward short- and long-term goals. For example, you will be able to log in and use the retirement income estimator to see if your savings are on track to meet retirement goals.

# ONLINE BENEFITS ENROLLMENT INSTRUCTIONS

To get started, log in through the Paylocity Self Service Portal at [www.paylocity.com](http://www.paylocity.com).

Click on the HR and Payroll drop down menu and select the Enterprise Benefits icon.

## ENROLLMENT IS MANDATORY

### Verify your Family Information

Please be sure to add all dependents that may be missing from the Family Information section before proceeding to the next section. To do this, click on Add Dependents. When all of your family information is accurate, check “*I agree*” and click Continue.”

### Making Benefit Elections

To start your enrollment, on the “*Enroll*” tab, click on the “*Get Started*” button.

The benefit plans being offered will appear.

To decline coverage, you can click on the ‘I don’t want this benefit (waive)’ or there is also an option to waive upon viewing the Plan Options.

To view the plan options available under each benefit, click on the ‘View Plan Options’ button.

If there is a ‘View Plan Details’ link beneath a plan name, you can click on it to view details about that plan.

To enroll in one of the offered plans, click on the Select button of the plan.

Upon completing your benefit election, the system will return you to the main page of benefits being offered and the plan will be marked as ‘Completed’ and you can then move onto the next active and incomplete enrollment.

Select **Start Your Enrollment**.

The enrollment process consists of the following 4 steps/tabs. You will be taken through each tab to make changes or confirm your information on file and choose your benefits for the new plan year.

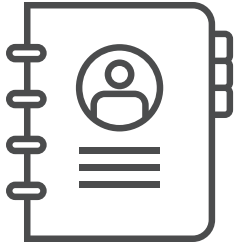
1. Employee (Personal Information)
2. Family (Family Information)
3. Enroll
4. Confirm

### Verify your Personal Information

Before beginning your enrollment, please verify the accuracy of all of your personal information (e.g., address, DOB, etc.). If you need to make any changes, you will need to do so directly via the Employee Self Service Portal in Web Pay, your changes will be updated in the Enterprise Benefits system within 24 hours. Verify that all information is accurate. When done, check “*I agree*” at the bottom of the page and click “*Continue*.”

Once you have reviewed all the benefits offered, made your selections and updated your beneficiaries, you will arrive at the final review and confirm page. If there are any changes, click on the appropriate benefit and make your updates.

Once you have completed your review, check the I agree, and I’m finished with my enrollment box at the bottom of the page and click the “*Complete Enrollment*” button on the right hand side of the page.



# CONTACT INFORMATION

## Medical

United Healthcare  
1.866.314.0335  
[www.uhc.com](http://www.uhc.com)

## Prescription Drug

United Healthcare/Optum Rx  
1.800.377.5154  
[www.optumrx.com](http://www.optumrx.com)

## Dental and Vision

United Healthcare  
1.866.314.0335  
[www.uhc.com](http://www.uhc.com)

## Medical Gap

Fidelity Security Life/Loomis  
1.866.218.6020  
[www.loomisco.com](http://www.loomisco.com)

## Life AD&D and Disability

Guardian  
1.888.600.1600  
[www.guardiananytime.com](http://www.guardiananytime.com)

## Employee Assistance Program

Guardian/IBH Population Health Solutions  
1.800.386.7055  
[www.ibhworklife.com](http://www.ibhworklife.com)  
User name: WorkLife  
Password: 70101

## Health Savings Account

Optum Bank  
1.866.234.9813  
[www.optumbank.com](http://www.optumbank.com)

## Aflac

Sandra Velazquez  
1.786.252.7150  
[sandra\\_velazquez@us.aflac.com](mailto:sandra_velazquez@us.aflac.com)

## Legal Plans

ARAG  
1.800.247.4184  
[Service@ARAGlegal.com](mailto:Service@ARAGlegal.com)

## Pet Benefit Solutions

1.800.891.2565  
[www.petbenefits.com/land/armorhealth](http://www.petbenefits.com/land/armorhealth)  
[customer.care@petbenefits.com](mailto:customer.care@petbenefits.com)

## 401(k) Retirement

Lincoln Financial  
1.800.510.4015  
[www.LincolnFinancial.com](http://www.LincolnFinancial.com)

## Nurse Loan Reimbursement Program

Fidelity Investments  
1.866.711.0350  
[www.netbenefits.com](http://www.netbenefits.com)  
Plan ID: 7000198

## Armor Health Human Resources

Grace Orejas, Director of Benefits and Compensation  
1.786.309.2836  
[grace.orejas@armorhealthcare.com](mailto:grace.orejas@armorhealthcare.com)  
  
Rosa Blanco, Benefit Specialist  
1-786.309.2891  
[rblanco@armorhealthcare.com](mailto:rblanco@armorhealthcare.com)

### ABOUT THIS GUIDE

This guide includes highlights of Armor Health's employee benefits program. Great care has been taken to ensure that this overview is accurate. However, oversights can occur, or condensed summaries may be misinterpreted. If there is a difference between this guide and the insurance official plan documents, the insurance documents will govern.









The descriptions of the benefits are not guarantees of current or future employment or benefits. If there is any conflict between this guide and the official plan documents, the official documents will govern.

SE: 102022



# ARMOR HEALTH SERVICES

## HEALTH & WELFARE BENEFIT PLAN

Originally Effective January 1, 2005  
Amended and Restated as of January 1, 2021

Armor Correctional Health Services, Inc.  
4960 SW 72nd Avenue, Suite 400  
Miami, FL 33155

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# SECTION 1 – ESTABLISHMENT AND PURPOSE

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## 1.1 Establishment and Purpose

Armor Correctional Health Services, Inc. (“Armor Health”) has established the Armor Health Services Health & Welfare Benefit Plan (the “Plan”) for the purpose of providing health and welfare benefits to its eligible employees and their eligible dependents. This Plan is established in conformance with and is to be construed as an employer provided welfare benefit plan as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”), with the documentation requirements of the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”) for purposes of the health plan components contained herein, and with the requirements imposed on health plans under the Patient Protection and Affordable Care Act (“ACA”) and all other applicable law.

## 1.2 Original Effective Date

This Plan originally took effect on January 1, 2005.

## 1.3 Amendment and Restatement

This Restatement reflects all changes made to the Plan, including all changes required to achieve compliance with applicable federal regulations as of January 1, 2021.

## 1.4 Plan Year

The Plan Year of the Plan is January 1 through December 31 of the same calendar year.

## 1.5 The Plan

Certain details regarding the terms and conditions of the Plan are contained in the insurance policies purchased by Armor Health on behalf of its employees that describe the benefit programs (“Component Plans”) of the Plan. Each Component Plan’s benefit booklets and certificates, plan documents, and other governing documents, including any exhibits, supplements, addendums, or amendments thereto (collectively the “Benefit Documents”), when taken with this Plan document constitute the entire Plan, which is intended to conform to the written plan requirements under Section 402 of ERISA. The Component Plans are listed in Appendix A.

## 1.6 Health Insurance Portability and Accountability Act

The Plan will reasonably and appropriately safeguard Protected Health Information (“PHI”) created, received, maintained, or transmitted to or by Armor Health on behalf of the Plan in accordance with the requirements of HIPAA. The HIPAA provisions described herein apply only to the health plan Component Plans as defined in 45 CFR Section 160.103. They do not apply to non-health component coverage contained in this Plan.

# SECTION 2 – ADMINISTRATION OF THE PLAN

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## 2.1 In General

Armor Health has designated itself as the Plan Administrator of the Plan, as the term is used in the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Armor Health is a Named Fiduciary, also as such term is used in ERISA. Armor Health is the Plan’s agent for service of legal process.

Armor Health shall have authority and responsibility to control and manage the operation and administration of this Plan. Armor Health shall discharge its duties with respect to the Plan (i) solely in the interest of persons eligible to receive benefits under the Plan, (ii) for the exclusive purpose of providing benefits to persons eligible to receive benefits under the Plan and of defraying reasonable expenses of administering the Plan and (iii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

Armor Health, as Plan Administrator, shall retain the authority to delegate to officers and employees of Armor Health such responsibilities as are imposed on Armor Health by ERISA and by the terms of this instrument, together with the authority to control and manage the operation and administration of the Plan.

## 2.2 Plan Administrator Powers and Responsibilities

**Administration of the Plan.** Subject to Section 2.3, the Plan Administrator shall have all powers necessary to administer this Plan, including, in its sole discretion, the power to construe and interpret the Plan documents; to decide all questions relating to an employee's eligibility to participate in the Plan; to determine the amount, manner, and timing of any payment of benefits or change in accordance with the Plan; and to appoint or employ advisors, including legal counsel, to render advice with respect to any of the Plan Administrator's responsibilities under the Plan. Any construction, interpretation, or application of the Plan by the Plan Administrator shall be final, conclusive, and binding. All actions by the Plan Administrator shall be taken pursuant to uniform standards applied to all persons similarly situated.

**Records and Reports.** The Plan Administrator shall be responsible for maintaining sufficient records to reflect the compensation and benefits of each participant. The Plan Administrator shall be responsible for submitting all required reports and notifications relating to the Plan to participants or their beneficiaries, the Internal Revenue Service, and the Department of Labor.

**Rules and Decisions.** The Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate in the administration of the Plan. All rules and decisions of the Plan Administrator shall be applied uniformly and consistently to all employees and participants in similar circumstances. When making a determination or calculation, the Plan Administrator may rely upon all information furnished to the Plan Administrator, including the participant's, former participant's, or beneficiary's current mailing address.

## 2.3 Appointment of Fiduciaries

All persons or entities who exercise discretionary control or authority over Plan management or assets, and all persons or entities with discretionary authority or responsibility for the administration of the Plan will be considered fiduciaries of the Plan to the extent of such discretionary control or authority.

Armor Health hereby appoints each group insurance policy Issuer (“Issuer”) listed in Appendix A (as amended from time to time) as a fiduciary with such powers as may be necessary to determine the benefits payable under such policy or plan, and to resolve all questions pertaining to the applicability of each policy's or plan's benefit provisions. The decision of a fiduciary on any matter arising under a Component Plan's Benefit Documents, including (but not limited to) questions of Plan construction, interpretation, and administration, and final determinations of eligibility for Plan benefits shall be final, conclusive, and binding on all persons having an interest in or under such Component Plan.

Armor Health also hereby intends that each such fiduciary shall be deemed to have complied with the requirements of ERISA Section 503 (claims procedure) in its exercise of its authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

## 2.4 Refund of Premium

For purposes of fully-insured Component Plans and in accordance with Department of Labor (“DOL”) guidance, where any refund of premium (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) is determined to be Plan assets attributable to participant contributions, such assets will be: 1) distributed to current Plan participants within 90 days of receipt, 2) used to reduce participants’ portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan; or 4) used to pay Plan administrative expenses. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

## 2.5 Expenses

Armor Health shall pay all expenses authorized and incurred by the Plan Administrator in the administration of the Plan, unless by agreement or common practice the Plan Administrator absorbs such expenses.

## 2.6 Right of Reimbursement from Third Parties

The Plan Administrator may, but is not required to, apply the provisions of this Section 2.6 to the Plan. If a conflict exists with the provisions in the Component Plan’s Benefit Documents, the provisions of the Component Plan’s Benefit Documents shall control.

The Plan shall be fully subrogated to any and all rights, recovery or causes of actions or claims that a participant or covered dependent may have against any third party. The Plan is granted a specific and first right of reimbursement from any payment, amount, or recovery from a third party. This right to reimbursement is regardless of the manner in which the recovery is structured or worded, and even if the participant or covered dependent has not been paid or fully reimbursed for all of their damages or expenses.

The Plan's share of the recovery shall not be reduced because the full damages or expenses claimed have not been reimbursed unless the Plan agrees in writing to such reduction. Further, the Plan's right to subrogation or reimbursement will not be affected or reduced by the "make whole" doctrine, the "fund" doctrine, the "common fund" doctrine, comparative/contributory negligence, "collateral source" rule, "attorney's fund" doctrine, regulatory diligence or any other equitable defenses that may affect the Plan's right to subrogation or reimbursement.

The Plan may enforce its subrogation or reimbursement rights by requiring the Plan participant to assert a claim to any of the benefits to which the participant or a covered dependent may be entitled. The Plan will not pay attorneys' fees or costs associated with the claim or lawsuit without express written authorization from Armor Health.

If the Plan should become aware that a Plan participant or covered dependent has received a third-party payment, amount or recovery and not reported such amount, the Plan, in its sole discretion, may suspend all further benefits payments related to the participant and covered dependents until the reimbursable portion is returned to the Plan or offset against amounts that would otherwise be paid to or on behalf of the participant or covered dependents.

**Participant Duties and Actions.** By participating in the Plan, each Plan participant and covered dependent consents and agrees that a constructive trust, lien or an equitable lien by agreement in favor of the Plan exists with regard to any settlement or recovery from a third person or party. In accordance with that constructive trust, lien or equitable lien by agreement, each Plan participant and covered dependent agrees to cooperate with the Plan in reimbursing it for Plan costs and expenses.

Once a Plan participant or covered dependent has any reason to believe that the Plan may be entitled to recovery from any third party, the participant must notify the Plan and agree to sign a subrogation/reimbursement agreement that confirms the prior acceptance of the Plan's subrogation rights and the Plan's right to be reimbursed for expenses

arising from circumstances that entitle the Plan participant or covered dependent to any payment, amount or recovery from a third party.

Each Plan participant and covered dependent consents and agrees that they shall not assign their rights to settlement or recovery against a third person or party to any other party, including their attorneys, without the Plan's consent. As such, the Plan's reimbursement will not be reduced by attorneys' fees and expenses without express written authorization from the Plan.

## **2.7 Amendment, Termination, or Merger of Plan**

Except as provided in this Section, Armor Health (or its duly authorized representative) expressly reserves the unlimited right to amend, terminate, or merge the Plan, in its sole discretion. Any such action shall be adopted by the duly authorized representative of Armor Health acting in accordance with its regular duties for Armor Health.

Armor Health may amend Appendix A to the Plan to accurately reflect the Component Plans offered under the Plan. Any such modification shall not necessitate a formal amendment to this Plan document.

Any amendment, termination or merger of the Plan shall be effective at such date as Armor Health shall determine, subject to applicable law. If the Plan is terminated, the rights of the participants and beneficiaries of the Plan are limited to covered charges incurred before the Plan's termination. In connection with the termination, Armor Health may establish a deadline by which all claims must be submitted for consideration. Upon termination, any Plan assets, if any, will be used to pay outstanding claims and all expenses of Plan termination. To the extent that any Plan assets remain following such payments, they will be used for the benefit of covered individuals and employees in accordance with ERISA.

## SECTION 3 – ELIGIBILITY AND PARTICIPATION

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### 3.1 General Eligibility for Benefits

Armor Health shall, to the extent permitted by law and by each Component Plan, determine the terms, conditions, or limitations affecting eligibility for Plan benefits. Each eligible employee of Armor Health will become a participant in the Plan (“Covered Employee”) on the first day after he or she satisfies a Component Plan’s eligibility and participation requirements, provided that he or she makes a timely coverage election, properly complies with all applicable enrollment procedures, and makes all contributions required under the Plan at the time and in the manner specified by Armor Health and the Component Plan.

If elected by the Covered Employee and permitted under each applicable Component Plan, dependent coverage for his or her eligible spouse or domestic partner and/or eligible child(ren) will begin on the date the Covered Employee’s coverage begins, provided that the Covered Employee or the dependent makes a timely coverage election and makes all contributions required at the time and in the manner specified by Armor Health and the Component Plan.

Refer to Appendix C of the Plan’s Summary Plan Description (“SPD”) to determine the Plan’s eligibility and participation requirements for both employees and their dependents. The specific Benefit Documents for each Component Plan also may contain additional eligibility and participation requirements including the terms under which the Covered Employee and his or her dependents may participate in a Component Plan.

### 3.2 Enrollment Procedures

Armor Health may from time to time prescribe enrollment procedures that are consistent with the terms of the Plan. Such enrollment procedures may require a Covered Employee’s authorization of payroll deductions for all applicable contributions required under the Plan with respect to the Covered Employee and any dependents.

### 3.3 Special Enrollment and Coverage Rights

**HIPAA Special Enrollment Rights.** The Plan shall comply with all applicable provisions of HIPAA with regard to the extension of Special Enrollment Periods to an employee, spouse or dependent, as described in Code Section 9801(f), as amended.

**Eligibility Rules for Variable Hour, Part-Time and Seasonal Employees.** Certain employees who are hired into positions that are not initially benefit-eligible may become participants in the Plan by achieving “Full-Time Status” (“ACA-FT”) under the ACA’s special eligibility rules for variable hour, part-time, and seasonal employees. Armor Health shall administer ACA-FT eligibility procedures in a manner that is consistent with the final regulations issued by the Department of Treasury related to the “shared responsibility” provisions of the ACA.

**Medical Child Support Orders.** In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA section 609(a)(2)(B)), the Plan Administrator shall notify the affected participant and any alternate recipient identified in the order of the receipt of the order and the Plan’s procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA section 609(a)(2)(A)). Within a reasonable period, the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the participant and alternate recipient of such determination. The Plan shall comply with all legal requirements related to any order the Plan Administrator has determined to be a qualified medical child support order.

**Continuation Coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985.** Notwithstanding anything in the Plan to the contrary, to the extent required by Code Section 4980B and IRS Regulations thereunder (“COBRA”), a qualified beneficiary who would lose coverage under a Component Plan that is considered a health care plan under COBRA upon the occurrence of a qualifying event (as defined in Code Section 4980B(f)(3)) shall be permitted to continue coverage under such Component Plan(s) by electing to make the applicable contributions, on

an after-tax basis, in accordance with procedures established by the Plan Administrator that are consistent with COBRA and any other applicable federal law. Armor Health shall provide notice to each Covered Employee and his or her spouse of their rights under COBRA in accordance with applicable law.

For purposes of COBRA coverage, the health benefit options under each Component Plan shall be provided and operated as separate plans governed by separate Benefit Documents.

### **3.4 Coverage during a Leave of Absence**

Subject to the leave policies and procedures adopted by Armor Health and to the extent prescribed by law, a Covered Employee may be eligible to continue certain or all Plan benefits for a period of time during an approved leave of absence.

In general, if a Covered Employee goes on an unpaid FMLA, USERRA, or other approved unpaid leave of absence that does not affect eligibility, he or she may, at the Covered Employee's option, continue certain benefits under the Plan for a limited period of time, so long as he or she continues to make any required contribution payments in accordance with Armor Health's leave policies and applicable laws.

During a paid leave of absence, a Covered Employee generally will continue coverage under the Plan on the same terms and conditions as required by the Plan Administrator prior to his or her leave of absence so long as the Covered Employee had benefit elections in place prior to the commencement of the leave of absence. The Covered Employee's regular contribution amounts shall continue to be deducted from his or her compensation during such paid leave of absence.

#### **Family and Medical Leave Act ("FMLA")**

Notwithstanding any provision to the contrary in this Plan, if a Covered Employee goes on a qualifying unpaid leave under FMLA, Armor Health will, to the extent required by FMLA, continue to maintain the Covered Employee's group health plan benefits on the same terms and conditions as if the Covered Employee was still an active employee.

#### **Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA")**

Notwithstanding any provision herein to the contrary in this Plan, if a Covered Employee goes on a qualifying leave of absence under USERRA, then, to the extent required by USERRA, Armor Health will continue his or her Plan coverage on the same terms and conditions as if the Covered Employee was still an active employee.

#### **Applicable State or Municipal Law**

Armor Health shall permit a participant to continue participation in the Plan as required under any applicable state or municipal law to the extent that such law is not pre-empted by federal law.

#### **College Student Medical Leave ("Michelle's Law")**

To the extent any Component Plan is a group health plan that requires certification of student status in order to maintain a dependent child's coverage, the Plan shall comply with Michelle's Law. A dependent child enrolled in an institution of higher education who loses his or her student status due to a medically necessary leave of absence shall be allowed to continue such Component Plan coverage for up to one year as measured from the first day of the leave of absence or from the date coverage would otherwise terminate due to the loss of student status, whichever is earlier.

### **3.5 Termination of Coverage**

The coverage of a Plan participant will terminate in accordance with the terms and conditions set forth in the SPD and Benefit Documents for each applicable Component Plan.

# SECTION 4 – BENEFITS

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## 4.1 Benefits

For purposes of this Plan, the benefits included hereunder shall be the benefits provided by the Component Plans listed in Appendix A as amended from time to time. The Benefit Documents for each Component Plan contain a complete description of the benefits available and any limitations or exclusions applicable to those benefits.

## 4.2 Source of Benefits

Benefits under any Component Plan will be provided and paid solely by the Plan pursuant to the terms of the applicable insurance policy or service agreement. Armor Health neither guarantees nor has any responsibility for the quality of the health care or services provided or the level of benefits paid under any insurance policy or service agreement.

## 4.3 Coordination of Benefits

The applicable coordination of benefits provisions for the Component Plans are set forth in the benefits documents, contracts, certificate booklets and evidences of coverage for each such Component Plan.

## 4.4 Coverage Options

Armor Health shall have the right to enter into a contract with one or more Issuers and Contract Administrators for the purposes of providing or administering any benefits under the Plan and shall have the right to amend, terminate or replace any such Component Plans. Deductibles, co-payments, co-insurance, and out-of-pocket limits may vary among the coverage options available under the Component Plans, among the different features of a single coverage option, among groups of Plan participants, or in any other manner determined in the discretion of Armor Health. In selecting each coverage option, Armor Health may rely on tables, appraisals, valuations, projections, opinions or reports furnished by individuals or service providers employed or engaged by Armor Health, and may take into account the projected or anticipated costs and expenses relating to the Plan or Component Plan, including administrative costs. Notwithstanding the foregoing, in no event shall the out-of-pocket limit for non-grandfathered group health plans exceed amounts permissible under Public Health Service Act Section 2707(b), as applicable.

## 4.5 Change in Coverage

Armor Health may from time to time prescribe the terms, conditions, and procedures under which a Plan participant may modify or terminate coverage under the Plan or under one or more Component Plans, in addition to those set forth in any applicable Code Section 125 plan describing permissible election changes due to one of the qualifying life events allowed under the Code and/or other federal laws or court orders.

## 4.6 Funding

The premiums required hereunder will be paid solely from the general assets of Armor Health. Armor Health shall have no obligation, but shall have the right, to insure or self-insure a Component Plan and purchase stop-loss coverage with respect to any self-insured Component Plan.

Nothing herein shall be construed to require Armor Health to contribute to or under any Component Plan, to continue to sponsor any Component Plan, or to establish a trust, maintain any fund, or segregate any amount for the benefit of any individual covered under the Plan except as specifically required under law or under the terms of a Component Plan.

No Plan participant or any other person shall have any claims against, right to, or security or other interest in, any fund, account or asset of Armor Health from which any payment under the Plan may be made.

Notwithstanding anything to the contrary contained herein, participation in the Plan and payment of Plan benefits may be conditioned on Plan participant contributions to the Plan at such time and in such amounts as Armor Health establishes. Armor Health may require that contributions of an employee and his or her dependents participating in the Plan be made by payroll deduction if such employee is on Armor Health's payroll. Payroll deductions may be pre-tax or after-tax as determined by Armor Health in its sole discretion.

#### **4.7 Claims and Appeal Procedures**

The procedure for obtaining payment of benefits shall be set forth in the Component Plans' Benefit Documents. In the event that such procedures do not exist or fail to comply with ERISA Section 503, the ACA (where applicable), and/or their implementing regulations, the claims and appeal procedures set forth in the Plan's SPD shall apply.

#### **4.8 Recovery of Overpayment**

Any amount paid to any person in excess of the amount to which he or she is entitled under the Plan will be repaid to the Plan or, if applicable, the Issuer, promptly following receipt by the person of a notice of such excess payments. In the event such repayment is not made, such repayment may be made, at the discretion of Armor Health or, if applicable, the Issuer, by reducing or suspending any further payments due or future benefits otherwise payable under the Plan to the person and by taking such other or additional actions as may be permitted by applicable law.

#### **4.9 Participant Responsibilities and Unclaimed Benefits**

Each Plan participant shall be responsible for providing the Administrator, Claims Administrator and/or Armor Health with the current address of the Plan participant, dependents, or beneficiary. Any notices required or permitted to be given hereunder shall be deemed given if directed to such address and mailed by regular United States mail. The Administrator, Claims Administrator, or Armor Health shall not have any obligation or duty to locate a person who is or may become entitled to benefits under the Plan except as required by applicable law.

In the event that such a person becomes entitled to a payment under this Plan and such payment is delayed or cannot be made:

- Because the current address according to Armor Health's records is incorrect,
- Because the Plan participant, dependent or beneficiary fails to respond to the notice sent to the current address according to Armor Health's records,
- Because of conflicting claims to such payments, or
- Because of any other reason,

the amount of such payment, if and when made, shall be that determined under the provisions of this Plan without payment of any interest or earnings.

If, after any amount becomes payable hereunder to a Participant, dependent or beneficiary, and the amount remains unclaimed or any check issued under the Plan remains uncashed after the time period specified and communicated to the claimant by the Plan Administrator (or after 12 months if the time period is not specified by the Plan Administrator) the amount thereof shall be forfeited and shall cease to be a liability of the Plan to the extent the Plan Administrator exercised reasonable care in its attempt to make such payment.

#### **4.10 Additional Health Plan Provisions**

The Plan, including the Component Plans, shall comply to the extent applicable with federal and state laws to which they are subject, including, but not limited to:

- Group health plan benefits shall be provided as required by and in conformance with the Patient Protection and Affordable Care Act ("ACA"), as amended from time to time;
- Mental health benefits shall be provided to the same extent as other medical benefits as required by the Mental Health Parity Act and the Mental Health Parity and Addiction Equity Act ("MHPAEA"). To the extent required

by applicable law, and to the extent the Plan offers both medical/surgical benefits and mental health/substance abuse benefits and imposes non-quantitative treatment limitations (“NQTL”) on such benefits, the Plan shall perform a comparative analyses of the design and application of NQTLs and make such analyses available to applicable state and/or federal authorities in accordance with MHPAEA and the guidance thereunder;

- Certain benefits received in connection with a mastectomy shall be provided as required by the Women’s Health and Cancer Rights Act;
- Coverage for childbirth related benefits shall be provided as required by the Newborns’ and Mothers’ Health Protection Act of 1996;
- Americans with Disabilities Act of 1990 (“ADA”);
- State Children’s Health Insurance Program, as amended;
- Compliance with the requirements of the Genetic Information Nondiscrimination Act of 2008 (“GINA”); and,
- Compliance with the COVID-19 relief requirements of the DOL’s and Treasury’s Joint Notice dated May 4, 2020 and Disaster Relief Notice 2021-15 related to the extension of time for receipt of certain participant notices and payments.

#### **4.11 Wellness Program**

Notwithstanding anything in the Plan to the contrary, to the extent the Plan includes a voluntary wellness program designed to promote the health and wellbeing of covered individuals that includes incentives or rewards for participation, the wellness program shall be administered in accordance with all applicable federal laws, including the ADA, GINA, and HIPAA (as amended by the ACA).

# SECTION 5 – THE USE AND DISCLOSURE OF PHI

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To the extent that a Component Plan is a group health plan that uses, creates, or has access to protected health information (“PHI”) as defined by HIPAA, the following provisions apply. Armor Health’s HIPAA Privacy and Security Procedures are incorporated by reference herein.

## 5.1 Health Plans

As permitted by HIPAA, the terms of this Section shall not apply to health information that is:

- Summary health information provided to Armor Health for the purposes of obtaining premium bids or modifying the group health plan;
- Information provided to Armor Health regarding whether an individual is participating or has enrolled or disenrolled from the plan; or,
- Information provided to Armor Health pursuant to an authorization which meets the requirements of the HIPAA Privacy Rules described at 45 C.F.R. Section 164.508.

## 5.2 Business Associates

The Plan may disclose PHI to its Business Associates (as such term is defined under HIPAA) who have agreed in writing to comply with all applicable HIPAA regulations for purposes related to the administration of the Plan.

## 5.3 Third Parties with Authorization

With the exception of uses and disclosures of PHI for health care treatment, payment for health care and health care operations, the Plan will disclose PHI to third parties as permitted by HIPAA and upon authorization by the participant, and the information may be used only as described in the authorization. The Plan will not require any participant to complete an authorization as a condition of payment, enrollment, or eligibility for benefits.

## 5.4 Plan Sponsor

The Plan will disclose PHI to Armor Health as plan sponsor of the Plan (“Plan Sponsor”) only upon receipt of a certification from the Plan Sponsor that this Plan document contains the limitations and conditions required by HIPAA and contained in this Section.

The Plan Sponsor may use and disclose PHI for the purposes of administration functions that Armor Health performs for or on behalf of a group health plan Component Plan to the extent and in accordance with the uses and disclosures permitted by HIPAA and contained in this Section.

## 5.5 Conditions and Limitations on Use and Disclosure by Plan Sponsor

The Plan Sponsor shall:

- Not use or further disclose PHI other than as permitted or required by the Plan document or as required by law;
- Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan agree in writing to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
- Not use or disclose PHI for employment related actions and decisions unless authorized by an individual;
- Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by an individual;
- Not use or disclose PHI that is genetic information for underwriting purposes;

- Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- Make PHI available to an individual in accordance with HIPAA's access requirements;
- Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- Make available the information required to provide an accounting of disclosures in accordance with HIPAA;
- Make internal practices, books and records relating to the use and disclosures of PHI received from the Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA;
- Report breaches of unsecured PHI as described in Section 5.10;
- If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which the disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible); and
- Ensure adequate separation between the Plan and Armor Health as required by 45 C.F.R. Section 164.504(f)(2)(iii) and described in this Plan.

## 5.6 Organized Health Care Arrangement

The Plan Administrator may intend the Plan to form part of an Organized Health Care Arrangement along with any other benefit under a covered health plan (under 45 C.F.R. Section 160.103) provided by Armor Health.

## 5.7 Access to PHI

In accordance with, and to the extent permitted under, HIPAA, only the following employees or classes of employees may be given access to PHI, including electronic PHI:

- the Privacy Officer;
- the Security Officer (electronic PHI); and,
- staff designated by the Privacy Officer or Security Officer.

The Plan shall ensure that any member of Armor Health's workforce who may have access to PHI pursuant to this Section 5.7 is, in a timely manner, properly and routinely trained on Armor Health's policies and procedures with respect to PHI, as necessary and appropriate under HIPAA.

## 5.8 Limitations of PHI Access and Disclosure

The persons described in Section 5.7 may only have access to and use and disclose PHI for Plan administration or operation functions that the Plan Sponsor performs for the Plan. Procedures shall be implemented to ensure that only these designated employees have access to PHI, and even then, that they have access only to the minimum necessary amount of PHI to perform their duties.

The persons described in Section 5.7 may only have access to and use and disclose PHI for Plan administration or operation functions that the Plan Sponsor performs for the Plan. Procedures shall be implemented to ensure that only these designated employees have access to PHI. As required by HIPAA, any access, use or disclosure of PHI shall be limited to the minimum necessary to accomplish the intended purpose of the permitted use or disclosure.

## 5.9 Security Rules

Armor Health further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information, de-identified information or summary health information, which are not subject to these restrictions) on behalf of the Plan, it will:

- Implement administrative, physical, and technical safeguards and security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI;

- Ensure that the adequate separation required by 45 CFR § § 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
- Ensure that any agent (including subcontractors) to whom it provides such electronic PHI shall agree in writing to implement reasonable and appropriate security measures to protect the PHI; and
- Report to the Plan any security incident of which it becomes aware.

### **5.10 Breach Notification Rules**

In the event of a breach of unsecured PHI by the Plan, the Plan will notify affected individuals, the Department of Health and Human Services, and/or the media in the form and method described under HIPAA.

### **5.11 HITECH Rules**

To the extent that Armor Health transmits health information electronically in connection with a Covered Transaction as defined by the HIPAA Privacy Rules, it shall do so in a manner which meets the criteria established by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and its regulations.

### **5.12 Nondisclosure of Genetic Information for Underwriting Purposes**

The Plan shall not use or disclose PHI that is Genetic Information (as set forth in 45 CFR Section 160.103) for underwriting purposes, as defined in 45 CFR Section 164.502(a)(5)(i).

## SECTION 6 – GENERAL PROVISIONS

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### 6.1 Nonassignability

It is a condition of the Plan, and all rights of each person eligible to receive benefits under the Plan shall be subject thereto, that no right or interest of any such person in the Plan shall be assignable or transferable in whole or in part, either directly or indirectly, or by operation of law or otherwise, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge, or bankruptcy, but excluding devolution by death or mental incompetence, and no right or interest of any such person in the Plan shall be liable from, or subject to, any obligation or liability of such person, including claims for alimony or the support of any spouse. Notwithstanding the foregoing, the Plan will recognize the assignment of rights of benefits to an alternate recipient as required by any qualified medical child support order within the meaning of ERISA Section 609(a).

### 6.2 Employment Noncontractual

The Plan confers no right upon any employee to continue in employment or affect or modify the terms of an employee's employment in any way.

### 6.3 No Guarantee of Tax Consequences

Armor Health makes no commitment or guarantee that any amounts paid to or for the benefit of a participant under the Plan will be excludable from the participant's gross income for federal or state tax nor that any other favorable tax treatment will apply to or be available to any participant with respect to such amounts. It shall be the obligation of each participant to determine whether each payment under this Plan is excludable from the participant's gross income for federal and state tax purposes, and to notify the Plan Administrator if the participant has reason to believe that any such payment is not so excludable.

### 6.4 Indemnification of Armor Health by Participants

If any participant receives one or more payments or reimbursements under the Plan that are not for an allowable expense, such participant shall indemnify and reimburse Armor Health for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursement. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the participant would have owed if the payments or reimbursements that had been made to the participant as regular cash compensation, including the participant's share of any Social Security tax that would have been paid on such compensation, less any additional income and Social Security tax actually paid by the participant.

### 6.5 Misrepresentation or Fraud

In the event a participant obtains benefits wrongfully due to intentional misrepresentation or fraud, the Plan Administrator, claims administrators, and issuers/contract administrators reserve the right, to the extent permitted by law, to terminate a participant's benefits, deny future benefits, take legal action against such participant, and/or offset from any future benefits the value of benefits the Plan has paid relating to inaccurate information or misrepresentations provided to the Plan.

### 6.6 Notices

The Plan Administrator shall provide all notices to Plan participants in the manner and form required by federal or state law, including the use of electronic means in conformance with the federal rules governing this method, if permitted. It is the Plan participant's and beneficiary's responsibility to keep the Plan Administrator informed of current addresses.

## 6.7 Separate Plans

To the extent required to satisfy applicable law, including, but not limited to, the nondiscrimination provisions of the Code, and any privacy and security laws, each coverage level, each group of employees covered by the Plan, and each class of benefits provided under the Plan, may constitute a separate “plan.”

## 6.8 Severability

If any provision of the Plan is held invalid, unenforceable, or inconsistent with any law, regulation or requirement, its invalidity, unenforceability, or inconsistency shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

## 6.9 Governing Law

The Plan is intended to constitute a welfare benefit plan within the meaning of Section 3(1) of ERISA or any other federal law. To the extent not preempted by ERISA, this Plan shall be interpreted and construed in accordance with the laws of the State of Florida.

## 6.10 Time Limit and Venue for Legal Actions

The time limit for bringing any lawsuit that arises under or relates to this Plan or a Component Plan (other than claims for breach of fiduciary duty governed by Section 413 of ERISA) is as follows:

- Before bringing any lawsuit seeking benefits under a Component Plan, such claimant must complete the applicable claims procedure of the Plan or the Component Plan (and comply with all applicable deadlines established as part thereof). Failure to properly exhaust the claims procedure will extinguish the claimant’s right to file a lawsuit with respect to the claim.
- In the case of a fully-insured Component Plan, the time period for bringing any lawsuit against the Issuer or the Plan shall be determined by the terms of the applicable Component Plan. If the Component Plan does not set forth such a time period, any lawsuit seeking benefits must be brought within the shorter of (i) one year from the date of the final appeal denial under the Plan’s claims and appeals procedures or (ii) three years from the date of the services giving rise to the claim. All claims other than claims for benefits (such as claims for penalties, equitable relief, interference with protected rights, or production of documents; claims arising under state law; claims against nonfiduciaries; and claims for breach of fiduciary duty that are not governed by Section 413 of ERISA) must be brought within one year of the act or omission giving rise to the claim.

Any legal action relating to, arising out of, or involving the Plan shall be litigated in the state or federal court of proper jurisdiction in the State of Florida.

## 6.11 Headings and Captions

The headings and captions herein are provided for reference and convenience only and shall not be considered part of the Plan nor be employed in the construction of the Plan.

## 6.12 Gender and Number

Whenever used in the Plan, words in the masculine gender shall include all gender distinctions, and unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

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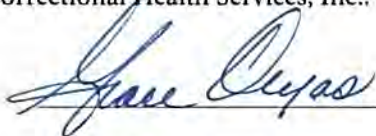
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IN WITNESS WHEREOF, the undersigned authorized representative has executed this amended and restated Plan document effective as of January 1, 2021, on behalf of Armor Correctional Health Services, Inc. to evidence the adoption of this amended and restated Plan as set forth herein.

For Armor Correctional Health Services, Inc.:

Signature:



Name:

Grace Orejas

Title:

Director of Benefits and Compensation

Date:

July 23, 2021

# APPENDIX A

## ARMOR HEALTH SERVICES HEALTH & WELFARE BENEFIT PLAN

### Insurance Policy Issuers of Component Plans

The Benefit Documents for each of the following Component Plans are incorporated by reference herein. This list is subject to modification from time to time in accordance with Section 2.7 of this Plan document.

Fully-Insured Plans	Policy No.	Type of Benefit
Aflac 1932 Wynnton Road Columbus, GA 31999	27732	Voluntary Worksite Benefits (Accident, Critical Illness, Hospital Indemnity)
ARAG Legal Insurance 500 Grand Avenue, Suite 100 Des Moines, IA 50309	Armor Health (Effective August 1, 2021)	Prepaid Legal
Fidelity Security Life Insurance Compan 3130 Broadway Kansas City, MO 64111	MG-171	Hospital GAP
Guardian Life Insurance Company of America 10 Hudson Yard New York, NY 10001	564195 (Effective August 1, 2021)	Basic Life/AD&D Voluntary Life/AD&D Short-Term Disability Long-Term Disability (with EAP)
Humana 500 West Main Street Louisville, KY 40202	542793	Medical – HDHP (HSA compatible) Medical – HMO Medical – PPO Integrated Telemedicine
United Healthcare 185 Asylum Street Hartford, CT 06103-3408	921811	Dental – PPO Vision Medical – HDHP (HSA compatible) Medical – HMO Medical – PPO Integrated Telemedicine

Fully-Insured Plans	Policy No.	Type of Benefit
<b>Component Plans that Terminate as of July 31, 2021:</b>		
Aflac 1932 Wynnton Road Columbus, GA 31999	EEN11	Voluntary Worksite Benefits (Accident, Critical Illness, Hospital Indemnity, Term Life, Whole Life, STD)
	5B03	Voluntary Worksite Benefits (Accident, Critical Illness, Hospital Indemnity, Term Life, Whole Life, STD)
Guardian Life Insurance Company of America 10 Hudson Yard New York, NY 10001	564195	Dental – PPO  Vision
Mutual of Omaha 3300 Mutual of Omaha Plaza Omaha, NE 68175	BKYV	Basic Life/AD&D  Voluntary Life/AD&D  Short-Term Disability  Long-Term Disability (with EAP)
Transamerica Corp. 4333 Edgewood Road NE Cedar Rapids, IA 52499	MZ0937281H000A	Hospital GAP Plan
	MZ0937281H001A	Hospital GAP Plan
US Legal Services, Inc. 8133 Baymeadows Way Jacksonville, FL 32256	AB5, HVB	Prepaid Legal

# Appendix J

# Appendix K



## 29.6.2 List of litigation claims

Plaintiff	Representation	Facility	Allegations	Date Filed	Status	Jurisdiction	Case Number
WRMC	Yes	Armor	Breach of Contract	2020	Judgment	Circuit Court for the Fifteenth Judicial Circuit in Palm Beach	50-2020-CA-002373-XXXX-MB
TFI	Yes	Armor	Breach of contract	2021	Settled	Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida	50-2021-CC005214-XXXX-MB
NBH	Yes	Armor	Breach of Contract	2020	Open	Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida	CACE-20-017234
MMMC	Yes	Armor	Breach of contract	2021	Open	Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida	2021-005915-CA-01
TFI	Yes	Armor	Breach of Contract	2022	Open	Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida	50-2022-CA-002489-XXXX-MB

By Florida statute, State-Run Correctional facilities have a set rate of what hospitals can charge for the emergency care of incarcerated patients. These suits are related to Armor's initiative to negotiate these same rates for patients in County Jails in Florida..

# Appendix L

### 29.6.3 List of lawsuits involving inmates that were settled and/or in which judgment was made

#### Settled Lawsuits

Plaintiff	Representation	Facility	Allegations	Date Filed	Status	Jurisdiction	Case Number
KS	Yes	Broward	Alleged inappropriate medical care	2007	Settled	US District Court Southern District of FL	07-61575-CIV-DIMITROULEAS
RH	Yes	Broward	Alleged denial of medication	2007	Settled	US District Court Southern District of FL	07-61296-CIV-GOLD
DJ	Yes	Broward	Alleged inappropriate mental health treatment	2008	Settled	US District Court Southern District of FL	07-60839-CIV-COOKIE
HR	Yes	VDOC - Coffeewood	Alleged inappropriate care	2008	Settled	Culpeper County Circuit Court	CL08-450
JD	Yes	Hillsborough	Alleged inappropriate medical care	2008	Settled	Circuit Court of the Thirteenth Judicial Circuit	08-16663
RC	Yes	Broward	Alleged inappropriate medical care	2008	Settled	Circuit Court of 17th Judicial Circuit	08-31584-03
TH	Yes	VDOC - Coffeewood	Alleges delay in treatment	2008	Settled	Circuit Court County of Culpeper	2010-L-636
BC	Yes	Escambia	Alleges delay in treatment	2010	Settled	Circuit Court Escambia County	2011-CA-1144
NG	Yes	Palm Beach	Alleges inappropriate medical care to left knee	2010	Settled	Circuit Court 15th Judicial Circuit Palm Beach County	50 2010 CA27228XXXXMB AF
RL	Yes	Hillsborough	Alleges inappropriate medication treatment	2010	Settled	Circuit Court 13th Judicial Circuit, Hillsborough County	10-010642: Div: J
RW	Yes	Hillsborough	Alleges medication not given	2010	Settled	Circuit Court 13th Judicial Circuit, Hillsborough County	11-01326-CIV-EAK-AEP
JA	Yes	Escambia	Alleges inappropriate medical care and negligence	2011	Settled	Circuit Court First Judicial Circuit Escambia County	2011 CA 001913
MC	Yes	Oklahoma	Alleges inappropriate medical care	2011	Settled	US District Western Region Oklahoma	CIV-11-1252-HE
PT	No	Broward	Alleges medication not given	2011	Settled	US District Southern District FL	11-62066-CIV-COHN/WHITE
YFL	Yes	Nassau	Allegations of inappropriate medical and mental care	2011	Settled	US District Court Eastern District of New York	11T54420
AD	Yes	Nassau	Alleges inappropriate medical care	2012	Settled	US District Court Eastern District of NY	12 CV 5241 (JH)(GRB)
RB	Yes	Nassau	Alleged negligence	2012	Settled	US District Court Eastern District of NY	2:12-CV-05343
DM	No	Broward	Alleges inadequate medical care and failure to comply with ADA	2012	Settled	US District Court Southern District of FL	10-62342-CV-SEITZ/WHITE
LGS	Yes	Hillsborough	Alleges negligence in the medical care	2012	Settled	Circuit Court 13th Judicial Circuit, Hillsborough County	12-009268
PT	Yes	Nassau	Alleges inappropriate medical care	2012	Settled	US District Court for the Eastern District of New York	12 CV 3631 (JFB) (AKT)
AC	Yes	Brevard	Alleges missed medication	2013	Settled	United States District Court Middle District of Florida	6:13-CV-90-ORL-31-KRS
DP	Yes	Niagara	Alleges improper medical care	2013	Settled		Index No.: 151788
DS	Yes	Nassau	Alleges failure to diagnose infection	2013	Settled	Supreme Court of State of New York County of Nassau	Index No: 601347/2013
EA	Yes	Nassau	Alleges inappropriate medical care	2013	Settled	Supreme Court of the State of NY County of Nassau	Index No: 600382/2013

Plaintiff	Representation	Facility	Allegations	Date Filed	Status	Jurisdiction	Case Number
EW	Yes	Nassau	Alleges inappropriate medical care	2013	Settled	Supreme Court State of New York County of Nassau	Index No: 6000043/2013
RD	Yes	St. Johns	Alleges inappropriate medical care	2013	Settled	US District Court Middle District of Florida	3:13-cv-624-J-39 JBT
RR	Yes	Brevard	Allegation of improper medical care	2013	Settled	Circuit Court 18th Judicial Circuit Brevard County	05-2013-CA-39739
RW	Yes	Clarke	Plaintiff alleges employee retaliation	2013	Settled	US District Court of Georgia Athens Division	3:13-cv-00129-CDL
SM	Yes	Broward	Alleges inappropriate detox from drug dependence	2013	Settled	United States District Court Southern District of Florida	1:13-cv-21750-UU
TLJ	Yes	Niagara	Alleges improper medical care	2013	Settled	State of NY Supreme Court County of Niagara	Index No. 151898
BK	Yes	Nassau	Alleges negligence	2014	Settled	Supreme Court of State of New York County of Nassau	Index No.; 7030050863
CB	Yes	Milwaukee	Alleges inappropriate dental care	2014	Settled	US District Court Eastern District Wisconsin	2:14-CV-01066-PP
HS	Yes	Nassau	Allegation of inappropriate medical care	2014	Settled	US District Court Eastern District of New York	14-CV-2265-JFB
KI	Yes	Sarasota	Alleges deliberate indifference	2014	Settled	US District Court Middle District FL	8:14-cv-00084-EAK-MAP
RP	Yes	Broward	Alleges deliberate indifference	2014	Settled	US District Southern District of FL	14-cv-61577-Bloom/Valle
SB	No	Broward	Alleges inappropriate medical care	2014	Settled	Circuit Court 17th Judicial Circuit, Broward County	14-07993-CACE-09
BW	Yes	Milwaukee	Alleges inappropriate medical care	2015	Settled	Circuit Court Civil Division Milwaukee County	2016-CV-009266
CD	Yes	Sarasota	Alleges inappropriate medical care	2015	Settled	Circuit Court 12th Judicial Circuit Sarasota, FL	8:15-CV-601-T-27TBM
DA	No	Broward	Alleges inappropriate medical care	2015	Settled	US District Court Southern District of FL	0:15-cv-60310-DPG
HS	Yes	Palm Beach	Alleges inappropriate medical care	2015	Settled	Circuit Court of the Fifteenth Judicial Circuit Palm Beach County FL	50-2015-CA-009477-XXXX-MB
JG	Yes	Nassau	Alleges deliberate indifference	2015	Settled	US District Court Eastern District	CV-15-6487
KM	Yes	Milwaukee	Alleges inappropriate medical care	2015	Settled	United States District Court Eastern District of Wisconsin	2:14-CV-01376-LA
LD	Yes	Niagara	Alleges inappropriate medical care	2015	Settled	State of NY Supreme Court County of Niagara	Index No.: E157573/2015
LM	Yes	Milwaukee	Alleges inappropriate medical care	2015	Settled	US District Court Eastern District of Wisconsin	14-CV-745
PP	Yes	Oklahoma	Alleges delay in medical care	2015	Settled	US District Court Western District Oklahoma	5:15-CV-00574-W
RB	Yes	Wakulla	Alleges inappropriate medical care	2015	Settled	US District Court Northern District Florida	4:15-CV-00537-RH-CAS
WG	Yes	Nassau	Allegation inappropriate treatment	2015	Settled	US District Court for the Eastern District of NY	2:15-CV-03562-LDW-AKT
DH	No	Nassau	Alleges inappropriate treatment	2015	Settled	US District Court Southern District FL	9:14-cv-80743
AW	Yes	Manatee	Allegation of inappropriate medical care	2016	Settled	Circuit Court of the 12th Circuit in and for Manatee County, FL Civil Division	8:17-CV-02347-JSM-TGW
DB	Yes	Lake, IL	Alleges deliberate indifference to serious medical needs	2016	Settled	US District Court for the Northern District Illinois	1:16-CV-08414

Plaintiff	Representation	Facility	Allegations	Date Filed	Status	Jurisdiction	Case Number
DT	No	Lake, IL	Alleges inappropriate medical care	2016	Settled	US District Court Northern District of Illinois Eastern Division	1:16-CV-4735
RC	No	Lake, IL	Alleges inappropriate medical care and medication management	2016	Settled	US District Court Northern District of Illinois	1:16-CV-11302
TLD	No	Nassau	Alleges deliberate indifference to dental issues	2016	Settled	US District Court Eastern District of NY	2:16-CV-06379-JFB-GRB
VH	No	Milwaukee	Alleges inappropriate medication management	2016	Settled	US District Court Eastern District of Wisconsin	2:16-CV-00694-WCG
WH	Yes	Broward	Allegation of inappropriate medical and mental health care	2016	Settled	US District Court Southern District of FL	0:16-CV-62950-WJZ
WH	Yes	Nassau	Alleges inappropriate medical care	2016	Settled	US District Court Eastern District of NY	2:16-CV-05262-ADS-AKT
JP	Yes	Nassau	Alleges inappropriate medical care	2016	Settled	Supreme Court of the State of NY County of Nassau	Index No.: 8045/2016
AC	Yes	Lake, IL	Plaintiff alleges denial of medial treatment	2017	Settled	United States District Court Northern District of Illinois	1:17-cv-07230
AF	No	Palm Beach	Allegation of medical negligence	2017	Settled	In The Circuit Court of the Fifteenth Judicial Circuit, In and For Palm Beach County, FL	50-2017-CA-005781-XXXX-MB
BP	Yes	VDOC - Powhatan	Alleges innappropriate medical care	2017	Settled	In the Circuit Court for Goochland County, Virginia	CL17-497
DH	No	Nassau	Allegation of inappropriate medical care	2017	Settled	US District Court for the Eastern District of NY	2:17-CV-04715-JMA-SIL
ELM	No	Lake, IL	Allegation of inappropriate medical and dental care	2017	Settled	US District Court Northern District of IL	17-CV-2556
JK	Yes	VDOC - Lunenburg	Allegation of inappropriate medical care	2017	Settled	US District Court for the Eastern District of VA	3:17-CV-00772-REP
SB	Yes	Broward	Allegation of inappropriate medical care	2017	Settled	US Distric Cout for the Southern District of Florida	0:17-CV-62007-DPG
SK	Yes	Nassau	Allegation of inappropriate medication management	2017	Settled	US District Court Eastern District of NY	1:17-CV-03629-CBA-VMS
TT	Yes	Milwaukee	Alleges inappropriate medical and mental care	2017	Settled	US District Court for the Eastern District of Wisconsin	2:17-CV-01128
TY	No	Lake, IL	Allegation of inappropriate medical care	2017	Settled	US District Court for the Northern District of Illinois	1:17-CV-03095
AD	Yes	VDOC - Fluvanna	Alleges deliberate indifference	2018	Settled	US District Court for the Eastern District of VA	2:18-CV-00517
CJ	Yes	Brevard	Allegation of inappropriate medical care	2018	Settled	Circuit Court of the 11th Judicial Circuit, Miami-Dade County	2018-020347-CA-01
DKD	Yes	Broward	Allegation of medical negligence and deliberate indifference	2018	Settled	Circuit Court of 17th Judicial Circuit	CACE-18-004147
JRW	Yes	Milwaukee	Alleges inappropriate medical treatment	2018	Settled	US District Court Eastern District of Wisconsin	2:18-CV-01045-JPS
KAF	Yes	Milwaukee	Alleges inappropriate medical treatment	2018	Settled	US District Court Eastern District of Wisconsin	2:18-CV-00832-NJ
PS	No	Nassau	Allegation of inappropriate medical care	2018	Settled	US District Court for the Eastern District of NY	CV-18-7335-JFB
RHC	Yes	Palm Beach	Allegation of inappropriate medical care	2018	Settled	US Distric Cout for the Southern District of Florida	9:18-CV-80557-DMM
TB, Jr.	No	Milwaukee	Alleges inappropriate medical care	2018	Settled	US District Court Eastern District of Wisconsin	2:17-CV-01519-NJ-LA

<b>Plaintiff</b>	<b>Representation</b>	<b>Facility</b>	<b>Allegations</b>	<b>Date Filed</b>	<b>Status</b>	<b>Jurisdiction</b>	<b>Case Number</b>
<b>WD</b>	<b>Yes</b>	Lake, IL	Allegation of inappropriate medical care	2018	<b>Settled</b>	United States District Court Northern District of Illinois	1:18-cv-06050
<b>CLE</b>	<b>No</b>	Lake, FL	Allegation of inappropriate medical care	2019	<b>Settled</b>	US District Court Middle District of Florida	5:19-CV-00268-CEM-PRL
<b>DVH</b>	<b>Yes</b>	Manatee	Allegation of inappropriate medical care	2019	<b>Settled</b>	US District Court for the Southern District of Florida	1:19-CV-20373-JLK
<b>JLM</b>	<b>Yes</b>	Armor	Alleges inappropriate care	2019	<b>Settled</b>	Circuit Court of the 4th Judicial Circuit, Duval County, Florida	16-2019-CA-604
<b>JH</b>	<b>Yes</b>	Volusia	Allegation of inappropriate medication management	2019	<b>Settled</b>	US District Court Middle District of Florida	6:19-CV-00394-RBD-TBS
<b>RWK</b>	<b>Yes</b>	Martin	Dentist sued for services rendered on patient	2019	<b>Settled</b>	15th Judicial Circuit Court, Palm Beach County, Florida	502019CA015026XXXXMB
<b>AG</b>	<b>Yes</b>	Lake, IL	Alleges denied reasonable accommodation	2019	<b>Settled</b>	United States District Court Northern District of Illinois	1:18-CV-07891
<b>CMS</b>	<b>No</b>	Pamunkey	Allegation of medical negligence	2019	<b>Settled</b>	US District Court Eastern District of VA	3:19-CV-00639-MHL
<b>BD</b>	<b>No</b>	Palm Beach	Plaintiff alleges he was incorrectly enrolled in the 401K	2020	<b>Settled</b>	15th Judicial Circuit Court, in and for Palm Beach County, Florida	2020SC009696
<b>RS</b>	<b>Yes</b>	Lake, IL	Allegation of inappropriate medical care	2020	<b>Settled</b>	United States District Court for the Northern District of Illinois	19-cv-05844
<b>SC</b>	<b>Yes</b>	El Paso	Allegation of inappropriate medical care	2020	<b>Settled</b>	United States District Court for the District of Colorado	1:20-cv-01291

# Appendix M



Coverys Specialty Insurance Company

**Corporate Office**

One Financial Center  
13th Floor  
675 Atlantic Avenue  
Boston, MA 02111  
tfn: 800.225.6168

**LETTER OF INTENT TO INSURE**

Date: April 13, 2022

Name Sam Mezzich, President  
Company Coverys Specialty Insurance Company  
Address One Financial Center, P.O. Box 55178  
City, State Zip Boston, MA 02205-5178

Coverys Specialty Insurance Company, an insurer licensed to do business in the State of Texas, offers this letter as written evidence of our willingness to insure Armor Correctional Health Services, pursuant to the terms of any contract with the State of Texas.

In witness thereof, I, Sam Mezzich, President of Coverys Specialty Insurance Company, have placed my signature below as an individual authorized to bind the company to the terms of this Letter of Intent.

-  
Authorized Signature

A handwritten signature in black ink that reads "Sam Mezzich". The signature is written in a cursive, flowing style.

Sam Mezzich, President

# Appendix N



# Exhibit B: Staffing Matrix

## Staffing Matrix Totals:

Position	FTEs
Health Services Administrator	1.00
Adm.Assistant/UM	1.00
DON/Educator	1.00
Medical Director	0.40
ARNP/PA	1.40
Medical Records Clerk	1.00
RN Charge/Infirmary	4.20
RN Intake	4.20
RN H&Ps/Expanded H&Ps/Sick Call	2.10
LVN (transfer nurse)	1.00
LVN Med Adm/Detox	12.60
Dentist	0.25
Dental Asst.	0.25
Mental Health Coordinator / Director	1.00
Psychiatrist	0.30
Psych ARNP	0.50
Discharge Planner	2.00
Mental Health Professional	5.00
Psych Tech	4.20
<b>Total</b>	<b>43.40</b>

## Hourly Rate Ranges:

Position	Rates	
	Low	High
Health Services Administrator	\$54.15	\$59.85
Adm.Assistant/UM	\$23.75	\$26.25
DON/Educator	\$47.50	\$52.50
Medical Director	\$137.75	\$152.25
ARNP/PA	\$62.70	\$69.30
Medical Records Clerk	\$18.05	\$19.95
RN Charge/Infirmary	\$41.80	\$46.20
RN Intake	\$41.80	\$46.20
RN H&Ps/Expanded H&Ps/Sick Call	\$41.80	\$46.20
LVN (transfer nurse)	\$30.40	\$33.60
LVN Med Adm/Detox	\$30.40	\$33.60
Dentist	\$114.00	\$126.00
Dental Asst.	\$20.90	\$23.10
Mental Health Coordinator / Director	\$38.95	\$43.05
Psychiatrist	\$166.25	\$183.75
Psych ARNP	\$62.70	\$69.30
Discharge Planner	\$33.25	\$36.75
Mental Health Professional	\$35.15	\$38.85
Psych Tech	\$21.85	\$24.15

# Exhibit C: Pricing

**Armor Health - Update**

	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	Total
Total Salaries	325,114	325,114	325,114	325,114	325,114	325,114	325,114	325,114	325,114	325,114	325,114	325,114	3,901,373
Total Payroll Taxes	27,192	27,192	27,192	27,192	27,192	27,192	27,192	27,192	27,192	27,192	27,192	27,192	326,308
Total Benefits	25,677	25,677	25,677	25,677	25,677	25,677	25,677	25,677	25,677	25,677	25,677	25,677	308,126
<b>Total Personell Costs</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>377,984</b>	<b>4,535,808</b>
Pharmaceuticals													
HIV	31,859	30,831	31,859	31,859	28,776	31,859	30,831	31,859	30,831	31,859	31,859	30,831	375,113
Psychotropics	4,536	4,389	4,536	4,536	4,097	4,536	4,389	4,536	4,389	4,536	4,536	4,389	53,403
Prescriptions	11,731	11,353	11,731	11,731	10,596	11,731	11,353	11,731	11,353	11,731	11,731	11,353	138,124
Other	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	65,000
<b>Total Pharmacy</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>53,542</b>	<b>48,885</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>51,990</b>	<b>53,542</b>	<b>53,542</b>	<b>51,990</b>	<b>631,640</b>
<b>Offsite Services</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>40,306</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>43,185</b>	<b>44,625</b>	<b>44,625</b>	<b>43,185</b>	<b>525,420</b>
Malpractice Insurance													
Base Premium	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	9,267	111,200
Legal Fees (SIR)	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	29,400
<b>Total Malpractice</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>11,717</b>	<b>140,600</b>
Onsite Services													
Ultrasound													-
Laboratory	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	2,993	35,913
X Ray Expenses	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	1,099	13,183
<b>Total Onsite Services</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>4,091</b>	<b>49,095</b>
Medical Supplies													
Medical Supplies	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	4,137	49,640
Dental Supplies	365	365	365	365	365	365	365	365	365	365	365	365	4,380
<b>Total Medical Supplies</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>4,502</b>	<b>54,020</b>
Operating Expenses													
Office Expense	736	736	736	736	736	736	736	736	736	736	736	736	8,834
Printing	732	732	732	732	732	732	732	732	732	732	732	732	8,784
Electronic Medical Record-EMR	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Waste Removal	211	211	211	211	211	211	211	211	211	211	211	211	2,536
Payroll Processing Fee	375	375	375	375	375	375	375	375	375	375	375	375	4,503
Minor Equipment Lease	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Licenses & Permits	45	45	45	45	45	45	45	45	45	45	45	45	543
Computer Supplies/Support	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Pagers & Cells Phone	120	120	120	120	120	120	120	120	120	120	120	120	1,438
Postage	26	26	26	26	26	26	26	26	26	26	26	26	317
Taxes and Fines	52	52	52	52	52	52	52	52	52	52	52	52	625
Start Up	49,687	-	-	-	-	-	-	-	-	-	-	-	49,687
<b>Total Operational Expenses</b>	<b>58,652</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>8,965</b>	<b>157,268</b>
<b>Management Fee</b>	<b>96,411</b>	<b>95,902</b>	<b>96,411</b>	<b>96,411</b>	<b>94,885</b>	<b>96,411</b>	<b>95,902</b>	<b>96,411</b>	<b>95,902</b>	<b>96,411</b>	<b>96,411</b>	<b>95,902</b>	<b>1,153,372</b>
<b>Total</b>	<b>651,524</b>	<b>598,336</b>	<b>601,837</b>	<b>601,837</b>	<b>591,335</b>	<b>601,837</b>	<b>598,336</b>	<b>601,837</b>	<b>598,336</b>	<b>601,837</b>	<b>601,837</b>	<b>598,336</b>	<b>7,247,223</b>