

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

FIRST AMENDMENT TO  
INMATE HEALTH SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County," and CORRECTIONAL HEALTHCARE MANGEMENT, INC., hereinafter referred to as "CHM," a Colorado corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and CHM entered an Inmate Health Services Agreement effective March 1, 2010, (the "Agreement"), attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim.

WHEREAS CHM, as part of its corporate re-branding will merge into Correctional Healthcare Companies, Inc., a Delaware Corporation authorized to conduct business in the State of Texas, hereinafter referred to as "CHC".

WHEREAS, CHC and CHM have common corporate ownership, officers and directors.

WHEREAS, the parties desire to change the name reflected in the Agreement from CHM to CHC and make other changes as set forth in CHC's proposal dated July 2011, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CHM is hereby amended as follows:

- A. All references to "Correctional Healthcare Management, Inc." in the Agreement are hereby deleted and replaced with "Correctional Healthcare Companies, Inc., a Delaware Corporation authorized to conduct business in Texas" and all references to "CHM" are hereby deleted and replaced with "CHC".
- B. Term. Pursuant to Section 6.01 of the Agreement, the parties mutually desire to exercise the first of two additional one year terms and hereby extend the term of the Agreement for an additional one year term to run from 12:00 a.m. on October 1, 2011 to 11:59 p.m. September 30, 2012. The term of CHM's compensation as provided in Section VII of the Agreement, shall terminate at 11:59 p.m. on August 31, 2011. One (1), one (1) year renewal remains to be exercised.
- C. Base Compensation September 1, 2011 to September 30, 2011. For services provided in the Agreement and Option 2 of Exhibit A, County shall pay CHC the

base price sum of \$273,040.92 per month until 11:59 p.m. on September 30, 2011, which includes the following:

1. \$130,000 for the annual Dialysis "Reverse" Cap;
2. \$100,000 for the annual Pharmaceutical Cap; and
3. \$375,000 for the annual Maximum Liability Cap.

D. Base Compensation October 1, 2011 to September 30, 2012. For services provided in the Agreement and Option 2 of Exhibit A, County shall pay CHC the base price sum of \$280,164.90 per month, commencing 12:00 a.m. on October 1, 2011 until 11:59 p.m. on September 30, 2012, which includes the following:

4. \$130,000 for the annual Dialysis "Reverse" Cap;
5. \$100,000 for the annual Pharmaceutical Cap; and
6. \$375,000 for the annual Maximum Liability Cap.

E. County agrees to pay CHC within thirty (30) days of receipt of such invoice from CHC. In the event this Agreement shall commence or terminate on a date other than the first or last day of any calendar month, compensation to CHC shall be prorated accordingly for the modified month. Amounts identified as annual "Caps" in Exhibit A and Section B & C above shall be prorated accordingly for the modified term. Additionally, any amount held by CHC for payment of a "Cap" as identified in Exhibit A and Section B & C above shall be refunded to County at the end of each twelve (12) month contract term, or such refund shall be prorated accordingly for the modified term.

F. No additional funding shall be available for services provided under the Agreement without prior written consent of County.

G. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

H. If there is a conflict between this First Amendment and the Agreement, the provisions of the First Amendment shall prevail.

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EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

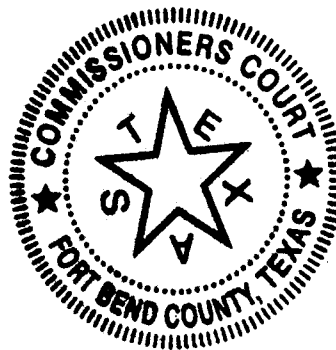
FORT BEND COUNTY:

*Robert E. Hebert*  
Robert E. Hebert, County Judge

Date July 26, 2011

Attest:

*Dianne Wilson*  
Dianne Wilson, County Clerk



Approved:

*Milton Wright*  
Milton Wright, Fort Bend County Sheriff

CORRECTIONAL HEALTHCARE MANGEMENT, INC.:

*Don Houston*  
Don Houston  
COO

Date 7/25/2011

CORRECTIONAL HEALTHCARE COMPANIES, INC.:

*Don Houston*  
Don Houston  
COO

Date 7/25/2011

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$273,040.22 per month to pay the obligation of Fort Bend County under this Agreement. \$280,164.90 per month is available for the period of 10/1/2011 through 9/30/2012. *for September 2011*

*Ed Sturdivant*  
Ed Sturdivant, County Auditor

Attachments:

- Exhibit A: CHM's proposal dated July 2011
- Exhibit B: Inmate Health Services Agreement dated January 26, 2010

## Staffing and Cost Proposal for Inmate Healthcare Services for Fort Bend County, Texas

### Staffing and Services Overview

Correctional Healthcare Companies (CHC) is pleased to provide the following cost proposal options for Fort Bend County’s consideration. The first option presented maintains a total cost of \$3,146,491.08 to the County, while incorporating a \$30,000 Dialysis Cap. The second option incorporates a \$130,000 Dialysis “Reverse” Cap for a total cost to the County of \$3,276,491.04.

Staffing and Services Overview			
Fort Bend County, Texas			
ADP Overview	Option 1	Option 2	
Average Daily Population (ADP) for Reconciliation	1,050	1,050	
Per Diem Reconciliation	\$0.98	\$0.98	
Professional Staffing (Hours per Week)	Option 1	Option 2	
Physician	5.00	5.00	
Nurse Practitioner	40.00	40.00	
Director of Nursing	40.00	40.00	
Healthcare Services Administrator	40.00	40.00	
Registered Nurse	40.00	40.00	
Licensed Vocational Nurse	560.00	560.00	
Certified Medical Assistant	40.00	40.00	
OB/GYN (3 hours per month)	0.69	0.69	
Dentist	5.00	5.00	
Dental Assistant	6.00	6.00	
Psychiatrist	16.00	16.00	
Mental Health Professional	80.00	80.00	
Medical Records Clerk	40.00	40.00	
<b>Total Equivalent Full-Time Employees</b>	<b>22.82</b>	<b>22.82</b>	
Professional Services	Option 1	Option 2	Cap <sup>(1)(3)</sup>
On-Call 24/7	✓	✓	
Utilization Management	✓	✓	
Medical Supplies	✓	✓	
Office Supplies	✓	✓	
Medical Waste Removal	✓	✓	
Mental Health Services	✓	✓	
Laboratory Services - Onsite	✓	✓	
X-Ray Services - Onsite	✓	✓	
Dental Services - Onsite	✓	✓	
Ambulance Services	✓	✓	1
Hospitalization	✓	✓	1
Offsite Specialty Services	✓	✓	1
Laboratory Services - Offsite	✓	✓	1
X-Ray Services - Offsite	✓	✓	1
Dental Services - Offsite	✓	✓	1
Onsite and Offsite Dialysis	✓	✓	3
Basic Medical Training	✓	✓	
Mental Health Training	✓	✓	
Professional and General Liability Insurance	✓	✓	
Corporate Management and Oversight	✓	✓	

Staffing and Services Overview Fort Bend County, Texas			
<b>Pharmacy Services</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Cap<sup>(2)</sup></b>
Complete Pharmaceutical Management	✓	✓	
Pharmaceuticals: Over-the-Counter	✓	✓	
Pharmaceuticals: Basic Prescription	✓	✓	
Pharmaceuticals: Mental Health/Psychotropic	✓	✓	
Pharmaceuticals: HIV/AIDS, Hepatitis C, and Biologicals	✓	✓	2
<b>Caps</b>	<b>Option 1</b>	<b>Option 2</b>	
Annual Maximum Liability Cap <sup>(1)</sup>	\$375,000	\$375,000	
Percentage of Unused Liability Cap Returned to County	100%	100%	
Pharmaceutical Cap <sup>(2)</sup>	\$100,000	\$100,000	
Percentage of Unused Pharmaceutical Cap Returned to County	100%	100%	
Dialysis Cap <sup>(3)</sup>	\$30,000	\$130,000	
Percentage of Unused Dialysis Cap Returned to County	0%	100%	
<b>Monthly Cost</b>	<b>\$262,207.59</b>	<b>\$273,040.92</b>	
<b>Annual Cost</b>	<b>\$3,146,491.08</b>	<b>\$3,276,491.08</b>	

- (1) Fields marked Cap “1” above are included in the annual \$375,000 Maximum Liability Cap, consisting of hospitalization, ambulance, offsite specialty services, offsite lab, offsite X-ray, and offsite dental. Additionally, in Option 1, dialysis expenses in excess of \$30,000 will be applied to the \$375,000 Maximum Liability Cap as well. The unused portion of this cap will be refunded to the County at 100% (on an annual contract basis).
- (2) Fields marked Cap “2” above are included in the annual \$100,000 HIV/AIDS, Hepatitis C, and Biological Pharmaceutical Cap. The unused portion of this cap will be refunded to the County at 100% (on an annual contract basis).
- (3) Fields marked Cap “3” above are included in the annual Dialysis Cap, consisting of both onsite and offsite dialysis. In Option 1, CHC will be responsible for the first \$30,000 of dialysis costs. Any dialysis expenses in excess of \$30,000 will be applied to the \$375,000 Maximum Liability Cap. Any dialysis costs in excess of both caps will be the responsibility of the County.

Option 2 includes a \$130,000 Dialysis “Reverse” Cap. CHC will be responsible for the first \$130,000 of both onsite and offsite dialysis expenses for Fort Bend inmates. Any unused portion of this cap will be refunded to the County at 100% (on an annual contract basis). CHC will cover all dialysis expenses in excess of \$130,000 as well.

### Comprehensive Medical Care

CHC will provide the County with a wide-ranging inmate healthcare program, consisting of 22.82 equivalent full-time employees, including:

- Physician
- Nurse Practitioner
- Director of Nursing
- Registered Nurse
- Health Services Administrator
- Certified Medical Assistant
- Licensed Vocational Nurse
- OB/GYN
- Psychiatrist
- Mental Health Professional
- Dentist
- Dental Assistant
- Medical Records Clerk

This proposal also includes an inmate healthcare program (including healthcare policies and procedures and clinical protocols), 24 hours a day on-call services, medical supplies, office supplies and office equipment, medical waste removal, professional and general liability insurance, as well as corporate management and oversight.

**Mental Health Services**

CHC will administer mental health services to inmates through qualified mental health professionals. Under the current proposal, our Psychiatrist and Mental Health Professional will provide services to Fort Bend County for 96 hours per week (16 for the Psychiatrist and 80 for the Mental Health Professional).

**Maximum Liability with County Rebate**

CHC will incur the first \$375,000 in costs associated with healthcare services under a Maximum Liability Cap. These services include ambulance, hospitalization, offsite specialty services, offsite laboratory, offsite x-rays, and offsite dental services. Additionally, in Option 1, all onsite and offsite dialysis expenses in excess of \$30,000 will be applied to the \$375,000 Maximum Liability Cap. Any expenses incurred for such services in excess of \$375,000 per contract year, including dialysis expenses in excess of \$30,000 applied to the Maximum Liability Cap, will be the responsibility of the County. Should the costs associated with the provision of healthcare services listed above not exceed \$375,000 in the aggregate in any contract year, CHC shall reimburse the County at a rate of 100% of the difference between the actual cost to CHC for these services and the \$375,000 Maximum Liability Cap.

**Pharmacy**

Our proposal includes a comprehensive pharmacy program and management solution. This program includes medication prescribing, filling, dispensing, administration, accurate recordkeeping, reporting/invoicing, and quality assurance. CHC will be responsible for all pharmaceutical costs incurred at the County, with the exception of certain medications which are included in the Pharmaceutical Cap. CHC will incur the first \$100,000 for all costs associated with HIV/AIDS, Hepatitis C, and Biological medications under the Pharmaceutical Cap. Any expenses incurred for such medications in excess of \$100,000 per year will be the responsibility of the County.

Should the costs associated with the select pharmaceuticals listed above not exceed \$100,000 in the aggregate in any contract year, CHC shall reimburse the County at a rate of 100% of the difference between the actual cost to CHC for these medications and the \$100,000 pharmaceutical cap.

**Dialysis Cap**

CHC proposes two separate Dialysis Cap options to Fort Bend. Both options presented to the County include a Dialysis Cap. Option 1 incorporates a Dialysis Cap whereby CHC will cover the first \$30,000 of both onsite and offsite dialysis. Any dialysis expenses in excess of \$30,000 will then be applied to the \$375,000 Maximum Liability Cap. If both the \$30,000 Dialysis Cap and the \$375,000 Maximum Liability Cap have been exhausted, the County will be responsible for any dialysis expenses in excess of these caps.

Option 2 incorporates a Dialysis Cap whereby CHC will be responsible for the first \$130,000 of both onsite and offsite dialysis expenses. CHC shall reimburse the County at a rate of 100% of the difference between the actual cost to CHC for these services and the \$130,000 Dialysis Cap. Any Dialysis expenses in excess of \$130,000 will be the responsibility of CHC.

**Proration of Caps**

Due to the (i) increase in the Maximum Liability Cap, (ii) increase in the Pharmaceutical Cap, and (iii) addition of a Dialysis Cap, all in the middle of a contract year, cap amounts will be prorated according to the table below. The highlighted amounts will serve as the revised cap amounts for the current contract period, October 1, 2010 through September 30, 2011. All claims falling under the Maximum Liability Cap will be applied towards the revised amount of \$214,583.33. All claims falling under the Pharmaceutical Cap will be applied towards the revised amount of \$31,250.00. Dialysis expenses occurring prior to September 1, 2011 will remain the responsibility of CHC, and will not be covered under a cap. All dialysis expenses occurring from September 1, 2011 through September 30, 2011 will be applied towards a \$2,500 cap under Option 1 and \$10,833.33 cap under Option 2, depending on which option the County selects.

Fort Bend County, Texas Cap Proration					
	Applicable Dates	Cap Amount		# of Months	Contract Year Cap Amount
		Annual	Monthly		
<u>Maximum Liability Cap</u>					
Aggregate Cap - Current	10/1/10 - 8/30/11	\$200,000.00	\$16,666.67	11	\$183,333.33
Aggregate Cap - Revised	9/1/11 - 9/30/11	\$375,000.00	\$31,250.00	1	\$31,250.00
<b>Total Annual Cap Amount</b>				<b>12</b>	<b>\$214,583.33</b>
<u>Pharmaceutical Cap</u>					
Pharmaceutical Cap - Current	10/1/10 - 8/30/11	\$25,000.00	\$2,083.33	11	\$22,916.67
Pharmaceutical Cap - Revised	9/1/11 - 9/30/11	\$100,000.00	\$8,333.33	1	\$8,333.33
<b>Total Annual Cap Amount</b>				<b>12</b>	<b>\$31,250.00</b>
<u>Dialysis Cap</u>					
Dialysis Cap - Option 1	9/1/11 - 9/30/11	\$30,000.00	\$2,500.00	1	\$2,500.00
Dialysis Cap - Option 2	9/1/11 - 9/30/11	\$130,000.00	\$10,833.33	1	\$10,833.33

**Utilization Management**

CHC’s experienced health professionals provide the key clinical component in the management of offsite referrals, outpatient procedures, and hospital admissions. Our Utilization Management services ensure proper utilization of resources and reduce unnecessary healthcare expenditures by the County.

Our Utilization Management Nurses, in consultation with the Corporate Medical Director, monitors and evaluates the healthcare services and works with the County’s healthcare staff to impact services or hospital stays that are not clinically indicated based upon medical best practices. Direct contact is made with the medical staff responsible for the patient, including the hospital providers or admitting physician, facility Medical Director, health administrator, and hospital case managers or UM staff, to determine the best course of treatment for the patient. Our Utilization Management staff are also experienced negotiators who continually attempt to drive healthcare costs down through mutually agreed upon discounts with providers.

Utilization Management services are included in the annual contract amount.

**Renewal Pricing**

The annual cost presented in this price quote will remain in effect through September 30, 2011, reflecting the remainder of the current contract term. CHC proposes a CPI increase of 3.20% effective October 1, 2011, equal to the percentage increase for the previous 12 month period in the Medical Care Services component of the Consumer Price Index (CPI), as published by the United States Department of Labor. The changes that will be implemented as a

result of this proposal and resulting Amendment do not reflect any CPI increase. The following table reflects renewal pricing for the subsequent fiscal year beginning October 1, 2011 for both options. CHC has agreed to absorb any increase in costs associated with managing the three proposed caps, and as such we have backed the total cap amount from the basis of the increase.

<b>Fort Bend County, Texas Renewal Pricing</b>		
	<b>Option 1</b>	<b>Option 2</b>
<b>Total Cost of Current Contract</b>	<b>\$3,146,491.08</b>	<b>\$3,276,491.08</b>
<b>Less Caps:</b>		
Aggregate Cap	\$375,000.00	\$375,000.00
HIV Cap	\$100,000.00	\$100,000.00
Dialysis Cap	\$30,000.00	\$130,000.00
<b>Total Caps</b>	<b>\$505,000.00</b>	<b>\$605,000.00</b>
CPI Base	\$2,641,491.08	\$2,671,491.08
CPI % Increase	3.20%	3.20%
<b>CPI \$ Increase</b>	<b>\$84,527.71</b>	<b>\$85,487.71</b>
<b>Renewal Pricing - Annual</b>	<b>\$3,231,018.79</b>	<b>\$3,361,978.79</b>
<b>Renewal Pricing - Monthly</b>	<b>\$269,251.57</b>	<b>\$280,164.90</b>

### **Population Adjustments**

This proposal is based on a minimum average daily population (ADP) of 1,050 adult inmates. If, in any calendar month, the ADP exceeds 1,050 inmates, the County will pay CHC a per diem of \$0.98 per inmate. This per diem is intended to cover additional costs in those instances where short-term changes in the inmate population result in higher utilizations of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, CHC reserves the right to negotiate for a contract price increase in order to maintain the same high quality of care for the increased inmate population.

### **Terms of Cost Proposal**

The terms of this proposal shall be valid for 15 days beginning July 22, 2011. This price represents the cost for providing services as defined within the proposal. Deviations or changes to these services may alter the cost and the per diem rate. This proposal does not represent a legally binding contract.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**INMATE HEALTH SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County," and CORRECTIONAL HEALTHCARE MANGEMENT, INC., hereinafter referred to as "CHM," a Colorado corporation authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County is charged by law, by and through the County Sheriff, (hereinafter referred to as "Sheriff") with the responsibility of providing reasonably necessary medical care for inmates at the Fort Bend County Jail (hereinafter referred to as "Facility") which is under the supervision and control of the Sheriff or his designees; and,

WHEREAS, County desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, County issued a Request for Proposals No. 09-099 (hereinafter referred to as "RFP") and CHM submitted a proposal in response to the RFP; and

WHEREAS, CHM is in the business of providing correctional health care services and desires to provide such services for County under the terms and conditions hereof; and,

WHEREAS, CHM is qualified to provide correctional health care services and CHM is interested in contracting with County for these services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, County and CHM agree as follows:

SECTION I  
INMATE HEALTH CARE SERVICES

1.01 General Engagement. County here by contracts with CHM to provide for the delivery of reasonably necessary medical care to individuals under the custody and control of County by and through the Sheriff (except those described in Section 1.06), and CHM enters into this Agreement according to the terms and provisions hereof. Services provided under this Agreement shall commence on March 1, 2010, and shall continue in accordance with Section VIII. Representatives of CHM and the Sheriff/Jail Commander shall meet at the Facility no less than seven (7) calendar days prior to March 1, 2010, to review CHM's staffing plan and equipment to ensure compliance with this Agreement. CHM's services under this Agreement shall meet the standards promulgated by the Texas Commission on

Jail Standards (TCJS), The National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA).

- 1.02 Scope of General Services. CHM shall perform services for the Facility as identified in County's RFP 09-099 and the proposal submitted by CHM in response to County's RFP 09-099, including any amendments submitted by CHM, all of which are incorporated by reference into this Agreement as if set forth herein verbatim for all purposes. County's RFP 09-099 identifies the scope and requirements of the portion of the services to be provided and performed at the Facility under this Agreement. Any ambiguity or conflict among these documents shall be resolved by applying the following Order of Preference: (1) This Agreement, including all schedules and amendments; (2) CHM's response to RFP 09-099 as included in Exhibit B; and (3) County's RFP 09-099, including all amendments and addenda thereto. This Order of Preference notwithstanding, the mere omission of any matter from a higher-order document shall not, as to that matter, negate or modify the provisions of a lower-order document.
- 1.03 The responsibility of CHM for medical of an inmate commences with the legal commitment of the inmate into custody of the Sheriff (i.e. booking) and ends with the discharge of the inmate. CHM shall provide health care services for all persons upon arrival at the Facility. CHM shall provide all professional medical, dental, psychiatric (excluding in-patient psychiatric hospitalization), psychological, optical injuries and/or diseases (excluding vision care) and related health care and administrative services for the inmates at the Facility in accordance with the standards established by the Texas Commission on Jail Standards (TCJS), The National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA), including but not limited to:
- A. Health screening of each inmate upon arrival at the Facility;
  - B. Dental screening and services;
  - C. Mental health evaluation and clinical services;
  - D. On-site emergency care;
  - E. Pharmacy services and management;
  - F. Sick Call: CHM shall provide inmate health services that are accessible and available through a sick call system, including referral to medical, dental, and mental health specialties. CHM shall conduct nurse sick call seven days a week, including all holidays. A physician shall be on-call 24 hours a day, seven days a week. Sick call requests shall be evaluated within 24 hours; if determined by CHM that the request is valid, inmates shall be seen at sick call within 48 hours of submission.
  - G. Dialysis treatment;
  - H. Medical records management;
  - I. Administrative support services; and
  - J. Other services, all as more specifically described in this Agreement, the RFP and CHM's proposal.
  - K. CHM shall be responsible for annual TB testing of Facility employees.
  - L. CHM shall treat Facility employees and visitors for injuries and/or illnesses only in an emergency and upon request of the Sheriff or his designee. CHM shall not provide prescription medication to Facility employees unless in conjunction with emergency treatment.

- M. Subject to the requirements of Section 1.05, CHM shall arrange and bear the cost of hospitalization for all inmates at the Facility, who, in the opinion of CHM's treating physician and/or chief medical officer, requires hospitalization.
- 1.04 Specialty Services. In addition to providing the General Services described above in Section 1.03, CHM shall, at its own cost, provide to inmates at the Facility, special diagnostic medical services, including but not limited to, radiology, laboratory and EKG services to the extent such are determined to be medically necessary by CHM, after consultation with County. Where other non-emergency specialty care is required and cannot be provided at the Facility by CHM, CHM shall make arrangements with the Facility Commander, or his designee, for the transportation of the inmate(s) in accordance with Section 1.05(F) of this Agreement.
- 1.05 Off-site Medical Care. County and CHM's goal is to provide the best possible health care for inmates at the Facility. CHM shall monitor all inmates sent off-site for medical care and shall ensure that appropriate care is rendered in a timely manner. Included in CHM's base compensation as defined in Section 7.01 is an annual aggregate cap ("Aggregate Cap") in the amount of \$200,000 for off-site medical services, which shall be pro-rated for any partial contract years. Off-site provision of medical or other health services shall be defined to include, but is not limited, to costs associated with hospitalization, physician services, specialty services (i.e., obstetrics, gynecology, dermatology or any other specialized field of medicine) dental services, emergency transportation, clinical labs, dental lab and eye lab. Costs in excess of said aggregate annual cap shall be the responsibility of County. CHM shall refund to County 100% of the difference between the Aggregate Cap and the actual expenses incurred no more than 120 days following September 30 of each year that this Agreement is in effect or 120 days following termination of this Agreement. This rebate shall be net of any other reconciliation amounts due to CHM under this Agreement, if any. In the event this Agreement terminates for any reason prior to the end of the first seven (7) months of this Agreement, the Aggregate Cap for off-site medical care shall be prorated accordingly based on the fractional portion of the total contract period during which CHM provided services.
- 1.06 Exceptions to Treatment.
- A. CHM shall not be financially responsible for the cost of any medical treatment of health care services provided to any inmate prior to the inmate's commitment into the Sheriff's custody.
  - B. CHM shall not be responsible for the provision or cost of any inpatient mental health services. In the event any inmate requires inpatient mental health services, County shall bear the cost.
  - C. CHM shall not be responsible for medical costs associated with the medical care of any infants born to inmates. CHM shall provide health care services to pregnant inmates; however, health care services provided to an infant following birth will not be the responsibility of CHM. CHM shall not be responsible for the costs or furnishing any abortions, unless medically necessary as determined by CHM's treating physician and/or chief medical officer.
  - D. CHM shall not be responsible for any medical testing or obtaining samples which are forensic in nature.

- E. Elective Medical Care. CHM shall not be responsible for providing elective care to inmates at the Facility. For purposes of this Agreement, “elective medical care” includes medical care which, if not provided, would not, in the opinion of CHM’s medical director, cause the inmate’s health to deteriorate or cause definite harm to the inmates well being. Such decisions concerning medical care shall be consistent with general NCCHC and ACA standards
- F. Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment, the Sheriff/Facility Commander or his designee, shall, upon prior request from CHM, its agents, employees or contractors, provide transportation as reasonably available, provided that such transportation is scheduled in advance. County shall be financially responsible for all transportation costs.
- 1.07 Third Party Reimbursement. CHM shall seek and obtain from any inmate information concerning any sources of reimbursement including health insurance an inmate might have that will cover services provided by CHM hereunder.
- 1.08 Medical Waste. CHM shall arrange and bear the cost of removing and properly disposing of all medical waste generated under this Agreement in accordance with applicable state laws and OSHA standards.

SECTION II  
PERSONNEL

- 2.01 Staffing. CHM shall recruit, interview, hire, train and supervise all medical, technical and support personnel as necessary for the providing health care services to inmates at the Facility as described in and as required under this Agreement. The chart attached as Exhibit C includes the agreed upon staffing plan necessary and required by County to provide health care services required by the Facility for an inmate population of 1100. All persons (whether CHM employees or CHM contractors) providing services under this Agreement shall submit to a background investigation conducted by the Sheriff/Facility Commander or his designee. CHM shall provide information to County for all of CHM’s prospective personnel at the Facility using the form attached as Exhibit D.
- 2.02 The staffing plan included as Exhibit C is based on the assumption that there will be no more than 1100 inmates on any day. In the event the inmate population increases to a level greater than 1100 inmates for a period of 30 days or longer, health care staff in addition to those included in Exhibit C shall be necessary to maintain the quality of care required by County. In the event a sustained increase occurs for more than 30 days, County hereby agrees to compensate CHM for the additional services as detailed in Section 7.04 below.
- 2.03 In the event the population decreases to less than 1000 inmates for a period of three (3) consecutive months, CHM shall propose a decrease in staffing until the population increases to 1100, only if such decrease can occur without a reduction in the level of service to the remaining population. CHM, by written amendment, shall decrease staffing to an appropriate level for the population and shall adjust the compensation under this Agreement accordingly.
- 2.04 Licensure, Certification and Registration of Personnel. All personnel provided or made available by CHM to provide services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Texas law.

- 2.05 Inmate and Staff Education. CHM shall conduct an ongoing health education program for inmates. If required by Sheriff/Facility Commander, CHM shall also conduct ongoing health education program for all employees and contractors of CHM and all Facility personnel employed by County.
- 2.06 Sheriff/Facility Commander's Satisfaction with CHM Personnel. In the event the Sheriff/Facility Commander becomes dissatisfied with any health care personnel provided by CHM hereunder, or by any independent contractor, subcontractor or assignee of CHM, in recognition of the sensitive nature and security risk of correctional services, CHM shall, following receipt of written notice from the Sheriff/Facility Commander or his designee of the grounds for such dissatisfaction and in consideration of the reasons for dissatisfaction, CHM shall exercise its best efforts to resolve the dissatisfaction. In the event the remedy proposed by CHM is not satisfactory to the Sheriff/Facility Commander or his designee, CHM shall remove or cause any employee, independent contractor, subcontractor, or assignee from the Facility. In the event any CHM employee is determined to be acting with deliberate indifference to an inmate's health care needs or acting in any way that compromises the security of the Facility, said employee of CHM shall be immediately removed from the Facility and shall no longer be allowed at the Facility.
- 2.07 Credit for Vacant Positions. In the event CHM fails to fill any vacant position(s) as included in the staffing plan (Exhibit C) with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of CHM at a period not to exceed thirty (30) days), CHM shall issue a credit to County consisting of 100% of the hourly salary and fringe benefits for hours of each vacant position after an accumulated period of thirty (30) days or more per position. The credited amount shall be payable to County by CHM as a credit to County's monthly billing.
- 2.08 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either CHM or the Sheriff/Facility Commander in the direct rendering of any health care services. Upon written approval of the Sheriff/Facility Commander, inmates may be used in positions not involving the rendering of health care services directly to inmates.
- 2.09 Subcontracting and Delegation. In order to discharge its obligations hereunder, CHM may engage certain health care professionals as independent contractors rather than as employees. The Sheriff/Facility Commander shall conduct a background investigation and approve such professionals. Subject to the approval described herein, County consents to such subcontracting or delegation. However, CHM will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, CHM shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement.
- 2.10 CHM will require such independent contractors providing health care services to comply with the provisions of Section III below. CHM shall also require that such independent contractors agree to execute any supplemental agreement regarding the confidentiality or security of Protected Health Information (hereinafter "PHI") as required to comply or support County's compliance with applicable state or federal laws, rules, and/or regulations, including HIPAA.
- 2.11 For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of CHM under this Agreement, CHM shall provide the Sheriff/Facility Commander proof that there is in

effect a professional liability or medical malpractice insurance policy, as applicable, in the amount of at least \$1,000,000 per occurrence and \$3,000,000 general aggregate.

- 2.12 Discrimination. During the performance of this Agreement, CHM and County, its employees, agents, subcontractors, and assignees agree as follows:
- A. None will discriminate against any applicant, candidate or employee on the basis of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Facility. CHM and County shall post in conspicuous places, available to all employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
  - B. In all solicitations and/or advertisements for employees or contractors of CHM for services at the Facility, all will state that CHM and County are an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.

### SECTION III REPORTS AND RECORDS

- 3.01 Electronic Medical Record. Included in CHM's base compensation as stated in Section 7.01, CHM shall maintain complete and accurate electronic medical records (hereinafter "EMR") for each inmate who receives health services at the Facility. For purposes of this Agreement, an EMR is a real-time transaction processing database of inmate medical information that includes, but is not limited to: (1) a clinical data repository, (2) clinical decision support, (3) controlled medical vocabulary, (4) order entry, (5) pharmacy, and (6) clinical documentation applications. The EMR shall be utilized by County and CHM to document, monitor, and manage health care delivery at the Facility. EMR's shall be maintained in accordance with applicable laws, NCCHC standards and County's policies and procedures. All data included in the EMR shall be the property of County and CHM shall be the custodian of data during the term of this Agreement; however, County shall have full access to all EMRs at all times. EMRs shall be kept separate from the inmate's confinement records and shall be kept confidential.
- 3.02 HIPAA Compliance. CHM acknowledges that the services provided under this Agreement are subject to state and federal laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient/inmate information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations hereunder as may be amended from time to time. CHM will at all times comply and require that any subcontractor comply with all applicable provisions of such laws, regulations and policies.
- A. CHM acknowledges that the County may be a "covered entity" as that term is defined in HIPAA since it is a correctional institution. In order to comply with HIPAA, County and CHM agree to execute any supplemental agreement regarding confidentiality or security of Protected Health Information ("PHI"), as required to comply or support County's compliance with state or federal laws, rules or regulations. For purposes of this Agreement, PHI shall mean individually identifiable information as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR §§160 and 164.
- 3.03 At no cost to County, CHM shall provide all functionality necessary to operate an EMR at the Facility, including all software, hardware and technology interface with the

- existing Facility management system. In the event a separate interface is necessary to enable the EMR to function properly with the Facility management system, CHM shall provide the separate interface at no cost. CHM shall also be responsible for all data conversion services, if any, necessary to implement an EMR at the Facility.
- 3.04 Upon termination of this Agreement, CHM shall provide County with all data and information contained in all EMR's for past and current inmates in a mutually agreeable format. CHM shall be allotted 30 calendar days to provide the information to County in the format requested by County.
- 3.05 Regular Reports by CHM. CHM shall provide to the Sheriff/Facility Commander on a date and in the form mutually acceptable to CHM and the Sheriff/Facility Commander, monthly and annual reports included in Section 31.1.5 of RPF 09-099, as well as monthly and annual staffing reports and pharmacy utilization reports. CHM shall also provide customized reports, as requested by County.

#### SECTION IV SECURITY

- 4.01 General. CHM understands and agrees that the highest level of security is necessary for the safety of the agents, employees, contractors and subcontractors of CHM, as well as for the security of inmates and the Facility personnel. The Sheriff/Facility Commander shall provide security sufficient to enable CHM to safely and adequately provide the health care services described in this Agreement. Nothing herein shall be construed to make the Sheriff/Facility Commander, his deputies or employees, or County, a guarantor of the safety CHM's employees, agents, contractors, and subcontractors, including their employees. CHM shall develop procedures whereby all supplies and equipment utilized at the Facility are tracked and inventoried to guard against any security breaches at the Facility.
- 4.02 Loss of Equipment and Supplies. Neither County nor the Sheriff/Facility Commander shall be responsible for any loss or damage to any equipment or supplies of CHM, its agents, employees or subcontractors, unless such loss or damage is proven to have been caused by the negligence of the Sheriff/Facility Commander or his employees. CHM shall immediately report any and all lost items to the Sheriff/Facility Commander.
- 4.03 Security During Transportation Off-Site. The Sheriff/Facility Commander will provide security as necessary and appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site services.

#### SECTION V OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.01 General. The Sheriff/Facility Commander agrees to provide CHM with usage of the office space, office furniture, medical facilities and equipment at the Facility at the time this Agreement is executed. County shall also provide all utilities at the Facility (including local telephone calls, but excluding long distance telephone calls which CHM shall reimburse monthly to County.) The Sheriff/Facility Commander will provide necessary maintenance and housekeeping of the office space and facilities. CHM agrees it has inspected the Facility, medical office space, facilities and equipment and that such space, office furniture and facilities are sufficient for its agents, employees and

- subcontractors to perform all of the obligations required under this Agreement. Copier/paper and toner shall be the responsibility of CHM. The Sheriff/Jail Commander shall inspect all office furniture and equipment CHM desires to provide at the Facility to ensure it complies with all safety and security protocols.
- 5.02 Medical Supplies/Equipment. CHM shall be responsible for the cost of all medical supplies required to provide services under this Agreement. Each party shall be responsible for maintenance of all equipment owned by each respective party at the Facility.
- 5.03 Delivery of Possession. County shall provide CHM possession and control of all supplies, medical equipment and office equipment in place at the Facility's health care unit. At termination of this Agreement, CHM will return to County possession and control of all supplies, medical equipment, in working order, reasonable wear and tear excepted, which are in place at the Facility during the term of this Agreement. Upon termination of this Agreement, CHM shall be allotted thirty (30) calendar days to retrieve all office supplies, furniture and equipment that CHM brought into the Facility.

## SECTION VI TERM AND TERMINATION

- 6.01 Term. This Agreement shall commence on at 12:00 a.m. on March 1, 2010. The initial term of this Agreement shall be for nineteen (19) months, ending at 11:59 p.m. on September 30, 2011, and may be extended for two (2) one (1) year renewal terms, upon mutual agreement of the parties.
- 6.02 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- A. Termination by Agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
  - B. Termination with or without Cause. This Agreement may be terminated, with or without cause, by either party upon ninety (90) days prior written notice in accordance with the notice provisions of Section IX of this Agreement. If terminated for breach of any material obligations of this Agreement, the party alleging the default shall provide thirty (30) days written notice to the other party, stating in detail the nature of the default and what is needed to cure the default. The defaulting party shall have thirty (30) days from the date of receipt to cure. If the default is not cured within that period, the Party alleging the default may proceed to exercise its rights to terminate.
  - C. Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Fort Bend County Commissioners Court. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, County and CHM shall be entitled to immediately terminate this Agreement without penalty or liability.
- 6.03 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Facility will be transferred from CHM to the Sheriff.

SECTION VII  
COMPENSATION

- 7.01 Base Compensation. County shall pay CHM the base price sum of \$258,457.60 per month for nineteen (19) months. CHM shall invoice County on the 1<sup>st</sup> day of the month of the month in which services are to be provided and County agrees to pay CHM within thirty (30) days of receipt of such invoice from CHM. In the event this Agreement shall commence or terminate on a date other than the first or last day of any calendar month, compensation to CHM shall be prorated accordingly for the modified month.
- 7.02 Pharmacy Program. CHM shall provide monitoring of pharmacy usage. Except as provided below, CHM shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a CHM physician for the inmate population.
- A. Prescribing, dispensing and administering of medication shall comply with all state and federal laws and regulations and all medication shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
- B. CHM shall bear the cost of prescription medication related to treatment of Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C and Biologicals up to \$25,000 per year in the aggregate, to be pro-rated for any partial contract year. Medications related to the treatment of AIDS, HIV, Hepatitis C and Biologicals shall be defined in accordance with the Physician's Desk Reference. When the aggregate amount in this paragraph is reached, CHM shall continue to provide utilization management, extend all provider discounts to County, and pay these expenses on behalf of County, as long as County remains current with payments due under this Agreement.
- 7.03 Increase in Inmate Population. The parties agree that the annual base price is calculated based on an average daily inmate population of up to 1100. The base compensation due to CHM shall be increased at their per diem rate of 98¢ per inmate in excess of 1100. This per diem rate shall increase beginning on October 1, 2010 and every twelve months thereafter in accordance with this Section.
- A. The average daily population counts are added for each day of the month and divided by the number of days in the month to determine the average daily inmate population. The excess, if any, over the stated inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to CHM.
- B. This per diem is intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population exceeds 1100 for a period of ninety (90) days or more. In the event there is such an occurrence for the duration of ninety (90) days or more, CHM and County here by agree to renegotiate the contract price due to CHM in order to allow CHM to continue to

provide services to the increased number of inmates while maintaining the quality of care.

- 7.04 Change in Standard of Care or Scope of Services. The compensation under this Agreement reflects the Scope of Services outlined collectively in this Agreement, the RFP, CHM's proposal and the current community standard of care with regard to health care services. In the event of any change or modification in the standards of care (i.e. change in HIV/AIDS therapy, Hepatitis B therapy, etc.) or the Scope of Services, either party may request renegotiation of the costs related to such change or modification. If the parties are unable to reach a mutual agreement within thirty (30) calendar days for either party's written request to negotiate, either party may terminate this Agreement by providing the party with notice to cancel as set forth in Section VI.
- 7.05 Inmates from other Jurisdictions. Medical care rendered within the Facility to inmates from other jurisdictions housed at the Facility pursuant to agreements between County and other jurisdictions shall be the responsibility of CHM. Medical care that cannot be provided at the Facility will be arranged by CHM; however CHM shall have no financial responsibility for such services off-site from the Facility.

## SECTION VIII LIABILITY AND RISK MANAGEMENT

- 8.01 Insurance. CHM shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 8.02 CHM shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of CHM, name of insurance company, policy number, and term of coverage and limits of coverage. CHM shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Bests rating of A- 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:
- A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - B. 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.
  - C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- D. Professional Liability insurance with limits not less than \$1,000,000.
  - E. 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.
- 8.03 All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- 8.04 If required coverage is written on a claims-made basis, CHM warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement 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 the work under this Agreement is completed.
- 8.05 CHM 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 County.
- 8.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.
- 8.07 Lawsuits Against County, Sheriff or Facility Commander. In the event any lawsuit is filed against either the Sheriff, Facility Commander or County, its elected officials, employees and/or agents based on or containing allegations concerning medical care of inmates or on the performance of CHM's employees, agents, contractors, subcontractors or assignees, the parties agree that CHM, its employees, agents, contractors, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.
- 8.08 Hold Harmless and Indemnification. CHM agrees to hold harmless County, its agents and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services as conducted by CHM, its employees or agents, it being the express understanding of the parties hereto that CHM shall provide the actual health care services, and have complete responsibility for such health care services provided by its employees and agents and any lawsuit arising solely out of such delivery of healthcare. The Sheriff/Jail Commander shall immediately notify CHM if any incident, claim or lawsuit of which the Sheriff/Jail Commander becomes aware and shall fully cooperate in the defense of such claim; however, CHM shall retain sole control of the defense while the action is pending.

SECTION IX  
NOTICE

- 9.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CHM at the addresses set forth below.
- 9.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 9.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to CHM:

Larry Wolk, MD, MSPH  
President and Chief Operations Officer  
Correctional Healthcare Companies  
6200 S. Syracuse Way, Suite 4400  
Greenwood Village, CO 80111

B. If to County:

Sheriff Milton Wright  
1410 Williams Way Blvd.  
Richmond, Texas 77469

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

- 9.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION X  
PUBLIC CONTACT

Under no circumstances, whatsoever, shall CHM release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI  
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XII  
MISCELLANEOUS

- 12.01 Independent Contractor Status. The parties acknowledge that CHM is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.
- 12.02 Assignments and Subcontracting. Except as provided in Section 2.09, CHM shall not assign this Agreement or any of its rights or obligations under this Agreement to any other entity without the express written consent of County.
- 12.03 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Texas.
- 12.04 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 12.05 Other Contracts and Third Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and that it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute third party beneficiaries hereof.
- 12.06 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.
- 12.07 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond the party's control.
- 12.08 Effect of this Agreement. This Agreement, including all attachments, schedules and exhibits, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations, if any. This Agreement may only be modified in a writing that expressly references this Agreement and is executed by both parties hereto.
- 12.09 Survival. The provisions of this Agreement pertaining to obligations to pay for services rendered pursuant to this Agreement, including CHM's obligation to refund and/or credit County, shall survive termination of this Agreement.
- 12.10 Confidentiality. It is understand that in the court of the engagement established under this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as "Confidential Information.") All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the Confidential Information of the other party, except as expressly contemplated by this

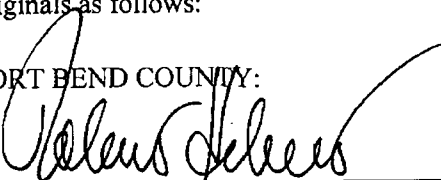
Agreement and the receiving party shall cease all use of the other party's Confidential Information upon termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. This provision shall survive the termination or expiration of this Agreement.

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SECTION XIII  
EXECUTION


IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

1-26-10  
Date

Attest:

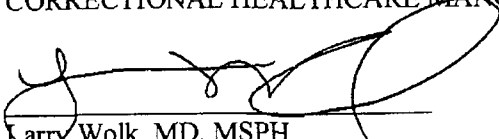
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

Approved:

  
\_\_\_\_\_  
Milton Wright, Fort Bend County Sheriff



CORRECTIONAL HEALTHCARE MANAGEMENT, INC.,

  
\_\_\_\_\_  
Larry Wolk, MD, MSPH  
President and Chief Operations Officer

1/25/10  
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$258,457.60 per month to pay the obligation of Fort Bend County under this Agreement.

  
\_\_\_\_\_  
Ed Sturdivant, County Auditor

Attachments:

- Exhibit A: County's RFP 09-099, including all amendments and addenda thereto;
- Exhibit B: CHM's Response to RFP 09-099, including all amendments and addenda thereto;
- Exhibit C: Staffing Plan;
- Exhibit D: County's Criminal/Drive History Consent Form.

Exhibit A  
RFP 09-099

*Fort Bend County Specification Download Acknowledgment*



*Request for Proposals*

*Term Contract for Inmate Medical Services  
RFP 09-099*

**RESPONDERS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Responder's Responsibilities:**

- Responders are responsible for downloading and completing any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Responders will submit responses in accordance with requirements stated on cover of document.
- Responders may not submit responses via email or fax.

\_\_\_\_\_  
Legal Name of Responding Company

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
Telephone Number

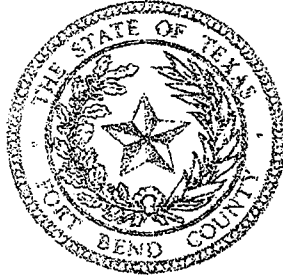
\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*AMENDED 8-7-09  
Fort Bend County, Texas  
Request for Proposals**



**Term Contract for Inmate Medical Services  
Fort Bend County  
RFP 09-099**

**SUBMIT PROPOSALS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**  
All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

\*Thursday, September 17, 2009  
1:30 PM (Central)

**MARK ENVELOPE:**

RFP 09-099  
Inmate Medical Services

**ALL RFPs MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
NAMES OF ALL RFPs RECEIVED WILL THEN BE READ.  
RFPs RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.**

Results will not be given by phone.  
Results will be provided to respondents in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Gilbert Jalomo, CPPB  
County Purchasing Agent  
[jalomgil@co.fort-bend.tx.us](mailto:jalomgil@co.fort-bend.tx.us)

Prepared: 07/07/09  
Issued: 07/29/09

## 1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Requests for Proposals ("Proposals")("RFP") for selection of firm ("Respondent") to provide inmate medical services ("Project") at the Fort Bend County Jail ("Facility"), in accordance with the terms, conditions and requirements set forth in this RFP.

## 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 sixty (60) 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.

**\*AMENDED 8-7-09**

**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:**

**Gilbert D. Jalomo, Jr., CPPB**  
**County Purchasing Agent**  
**Fort Bend County Rosenberg Annex**  
**4520 Reading Road Suite A**  
**Rosenberg, Texas 77471**  
[Jalomgil@co.fort-bend.tx.us](mailto:Jalomgil@co.fort-bend.tx.us)  
**Ph: 281.341.8640**  
**Fx: 281.341.8642**

**4.0 SUBMISSION REQUIREMENTS:**

- \*4.1 To facilitate evaluation of proposals, one (1) original and eight (8) proposals 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: R09-099
Purchasing Department	Opening Date: *Thursday, September 17,
4520 Reading Road, Suite A	2009
Rosenberg, Texas 77471	Opening Time: 1:30 PM (CST)
	For: Inmate Medical Services

- \*4.2 Respondents may submit their proposal any time prior to the Opening Date and time. **Proposals must be received in entirety no later than 1:30 p.m. (CST) on Thursday, September 17, 2009.** 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 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.

**\*AMENDED 8-7-09**

**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, August 21, 2009 at 3:00 p.m. (CST). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process. Fort Bend County Response to questions will be made on or before Friday, September 4, 2009.

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 PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal Conference is scheduled for **Thursday, August 6, 2009** starting at **10:00 AM**. Respondent's are encouraged to attend. The conference will convene at the Sheriff's Office located at 1410 Ransom Road, Richmond, Texas.

**\*9.0 TENTATIVE PROCUREMENT SCHEDULE:**

Proposal Release Date: Wednesday, July 29, 2009

Pre-proposal Conference: Thursday, August 6, 2009 @ 10:00 AM CST

\*Proposals Due: Thursday, September 17, 2009 (@ 1:30 PM CST)

\*Tentative Respondent Interviews/Presentations: To be determined.

**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 171. 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 subrespondents to insure that the County maintains a drug-free workplace.

**20.0 PERFORMANCE AND PAYMENT BOND:**

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

**21.0 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.

**22.0 INSURANCE:**

Before commencing work, the Respondent shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Respondent shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverage shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

22.1 All respondents must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, 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 Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

22.2 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Respondent as the named insured and Fort Bend County as additional insured with the following coverage and limits:

22.2.1 General Aggregate	\$2,000,000
22.2.2 Products Completed Operation – Aggregate	\$2,000,000
22.2.3 Personal Advertising Injury Limit	\$1,000,000
22.2.4 Each Occurrence Limit	\$1,000,000
22.2.5 Fire Damage Limit (any one fire)	\$50,000

22.2.6 Medical Expense Limit \$5,000  
(any one person)

22.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:

22.3.1 premises/operations coverage;

22.3.2 broad form property damage liability coverage

22.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;

22.3.4 XCU coverage;

22.3.5 independent respondents and employees as additional insureds;

22.3.6 contractual liability coverage.

22.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.

22.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subrespondents in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.

22.6 Umbrella Liability Insurance. Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.

22.7 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.

23.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS 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 subrespondents who may have a contract to perform services 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 respondent providing such insurance.

**24.0 SCOPE OF WORK:**

Respondent shall be the sole supplier and/or coordinator of the health care delivery system at the Facility. Respondent shall be responsible for all medical care for all 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.

**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 proposer (unless all proposals are rejected) and County that will provide:
  - 25.3.1 Quality health services for inmates in custody and control of the Facility;
  - 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 Ransom Road. The Facility opened in 1994 with a design capacity of 763 beds. Since that time we have increased the rated capacity to 1771 beds, with the addition of a 1008 bed Direct Supervision facility opening in July 2009. The 1994 facility is best described as a podular, remote surveillance facility. The original facility consists of one 7 story tower and an attached one story building. Current 20 beds occupied for Work Release program (Weekenders). The new 9 story tower will increase Weekender beds to 72. Medical care for Work Release inmates is generally limited to emergency care while the inmates are on site. The Average Daily Population (ADP) for June 2008 to June 2009 was 992. Of this number the male ADP was 878 and the female ADP was 114. As of July 7, 2009 ADP is 1002. Bookings for 2008 were 13043.

**27.0 EXISTING MEDICAL UNIT:**

The existing Medical Unit contains 38 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 Secretarial office with records storage
- 3 Exam Rooms
- 1 Dental
- 2 Nursing work station
- 1 Mental health staff office
- 1 Tub/shower bathroom for inmates in infirmary area
- 3 Showers in special needs 24 bed dorm
- 4 Showers in negative pressure rooms
- 2 Staff toilet
- 1 Pharmacy
- 1 physician's office
- 1 Nurse's Office
- 1 Staff break room
- 1 staff locker room

**28.0 STATISTICAL DATA:**

The following is an overview of statistical data for primary medical services for the period January 1, 2008 through December 31, 2008. This data is provided for informational purposes only and in no way is intended to limit, project, or predict the number of patient encounters to be provided by the vendor during the period of the contract. Reliability of Information: The information in this RFP package has been taken from data available and is believed to be reasonably accurate. Proposers are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their responses to the RFP.

Primary Medical Service	Total Delivered
Inmates seen by physician	1880
Inmates seen by dentist	1088
Inmates seen by psychiatrist	480
Nurse sick call (Requests)	2500
Intake Screens/Medical Histories	13043
Flight for Life	1
X-rays	480
Lab work	240
Treatments	100
Requests answered by Nurse	2000

Hospital Statistics:

Hospital Service	Total
Hospital Admissions	6
In-patient Surgical Admissions	4
Hospital Days	30
Average Hospital Length of Stay	5
Community Outpatient Surgeries	5

2008 Hospitalizations breakdown:

Type of Hospitalization	Total
<i>Hernia</i>	1
<i>Orthopedic</i>	1
<i>O.B. Deliveries</i>	1
<i>Hypertention</i>	1
<i>Diabetes</i>	1
<i>Sutures</i>	1

Off-Site Specialist Visits:

Type of Service	Total	Type of Service	Total
<i>Cardiology</i>	1	<i>Psychiatry</i>	<i>none</i>
<i>Dental</i>	5	<i>Ophthalmology</i>	8
<i>Dialysis</i>	2	<i>Orthopedic</i>	288
<i>General Surgery</i>	8	<i>ENT</i>	3
<i>OB/GYN</i>	200	<i>Radiology</i>	300
<i>Neurology</i>	1	<i>Urology</i>	2
<i>Nuclear Medicine</i>	<i>none</i>	<i>Other</i>	<i>none</i>

Pharmacy:

Pharmacy Service (ADP of 1045)	Total
Average # on prescription medications	178
% Population on prescription medications	17%
Average # on psychotropic medications	78
% Prescription medications that are psychotropic	7%

Other Statistics:

Category	Total
Deaths	0
HIV Positive	5
AIDS Inmates	12
Positive PPD Reactions	36

**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.

**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 physician health authority (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the 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 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 who 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 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.
- 31.1.4 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.
- 31.1.5 Monthly and daily statistics will be required as follows:
- 31.1.5.1 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:
- Inmates seen at sick call*
  - Inmates seen by physician*
  - Inmates seen by dentist*
  - Inmates seen by psychiatrist*
  - Medical specialty consultation referrals*
  - Off-site hospital admissions*
  - Emergency Room visits*
  - Infirmiry admissions, patient days, average length of stay*
  - Intake medical screening*
  - Fourteen (14) day physicals*
  - Lab Work*
  - MHMR active care list*
- 31.1.5.2 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*

- 31.1.6 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.
- 31.1.7 The establishment of a comprehensive quality improvement activity that will monitor the health services provided.
- 31.1.8 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.
- 31.1.9 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 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 (40 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.
- 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 on-call services with the availability for consultation and the ability to meet the on-site needs are required. A pager service shall be utilized and specified. Telemedicine is an option.
- 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

- 31.2.3.3 all inmates at the time of admission;  
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 response to medical needs and emergencies; and
  - 31.2.3.7 Physician support services.
- 31.2.4 The Respondent shall provide sufficient clerical staff to support the medical contract.
- 31.2.5 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 and Medical Director.
- 31.2.6 Written job description and protocols to define specific duties and responsibilities for all assignments must be provided to the Contract Administrator.
- 31.2.7 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.
- 31.2.8 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.
- 31.2.9 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.

31.2.10 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:

- 31.2.10.1 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.
- 31.2.10.2 A dental examination by a dentist within 12 months of admission, supported by diagnostic x-rays, if necessary.
- 31.2.10.3 A treatment plan with x-rays for those inmates who request care with more than 12 months detention.
- 31.2.10.4 A defined charting system that identifies the oral health condition and specifies the priorities for treatment by category.
- 31.2.10.5 Development of an individualized treatment plan for each inmate receiving dental care.
- 31.2.10.6 Consultation and referral to dental specialist, including oral surgery, when necessary.

31.2.11 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.

31.2.12 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.

31.2.13 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 health care authority 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 and ACA 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.
- 31.3.6 The Respondent shall ensure inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.
- 31.3.7 The Respondent shall provide a program for meeting the special needs of the female population; e.g., pregnancy.

31.3.8 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:

- 31.3.8.1 Current illness and health problems including medical, dental, and communicable diseases.
- 31.3.8.2 Medications taken and special health requirements.
- 31.3.8.3 Use of alcohol and drugs, including the types, methods, amounts, frequency, and date/time of last use and history of problems related to withdrawal.
- 31.3.8.4 For females, a gynecological history, including pregnancies.
- 31.3.8.5 Observations of behavior, including the state of consciousness, mental status, appearance, conduct, tremors and sweating.
- 31.3.8.6 Notation of body deformities, trauma markings, ease of movement, bruises and jaundice.
- 31.3.8.7 Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse.

31.3.9 The Respondent will provide inmate transportation for emergency ambulance care; the County provides all other transportation relating to the provision of health services.

31.3.10 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.

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

31.3.12 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 held beyond the first appearance in court. These records shall be kept separate from the jail confinement records of the inmate.

31.4.2 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.

31.4.3 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.

31.4.4 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.

31.4.5 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.

31.4.6 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.

- 31.4.7 If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Contract Administrator shall be immediately notified.
- 31.4.8 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.
- 31.4.9 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 in Attachment A (Equipment Inventory) owned by the Facility may be used in conjunction with that furnished by the contract provider.
- 31.5.2 All equipment purchased under the contract 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 County shall be responsible for maintenance of all medical and office equipment supplied and owned by the County for use by the Respondent. Should such equipment become non-serviceable due to routine use, then the County will be responsible for its replacement.

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*  
                              *Ophthalmic Tele-binocular*
- Furnishings:*         *Medication Carts (4)*  
                              *Infirmery Beds*  
                              *Autoclave*  
                              *Dental Chair*  
                              *Dental x-ray Machine*  
                              *Exam Table*  
                              *Wall Mounted Exam Lights*  
                              *Wheelchairs*
- Emergency:*         *Thermometer*  
                              *Gurneys*  
                              *O2 Tanks*  
                              *EKG Machine*  
                              *AED (1)*
- Small Equipment:*    *Blood Pressure Cuffs*  
                              *Stethoscopes*  
                              *Glucometers*  
                              *Cast Cutter*  
                              *Scales*  
                              *Digital Oral Thermometers*
- Office Equipment:*    *Desks*  
                              *Chairs*  
                              *Filing Cabinets*

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 subrespondent 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 manor 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 subrespondents. 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:

Contract award will be made to the Responder whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of service, price and other evaluation factors set forth in this RFP and in accordance with The County Purchasing Act of the TEXAS LOCAL GOVERNMENT CODE.

- 33.1 Basic Requirements: Initially, the proposal will be examined to determine if it "qualifies" in that it meets the basic requirement for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.
- 33.2 Evaluation of Qualifying Proposals: Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:

Price (Maximum 25 points): The stated lump sum base 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.

Technical (Maximum 10 points): 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, look at 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.

Staffing (Maximum 30 points): In evaluating this criterion, the Evaluation Committee will look at what is proposed as a staffing pattern 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.

Qualifications/References (Maximum 35 points): 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.

#### **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 over all 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:**

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.

**37.0 TERM:**

The contract resulting from this RFP will have an initial period ending September 30, 2011. 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. This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

Exhibit B  
CHM's Response to RFP 09-099



**Exhibit A to the Inmate Health Services Agreement  
Response to RFP 09-099 Inmate Medical Services**

**SCOPE OF SERVICES**

With the solid experience of Correctional Healthcare Management (CHM) in the provision of inmate medical care in 72 county jails throughout 10 states, CHM has gained an understanding of the healthcare needs of inmates housed within the Fort Bend County Jail.

CHM is proposing a healthcare delivery system that has been specifically tailored to the particular requirements of Fort Bend County. We have developed a managed care system that, when implemented, will promote efficiency and reduce unnecessary cost by eliminating unneeded services and promoting preventive health in the offender population.

CHM will provide all services listed in the RFP to meet constitutional requirements, community standards for correctional medical care, the Texas Commission on Jail Standards (TCJS), and the National Commission on Correctional Health Care (NCCCHC) standards, as well as the Centers for Disease Control and Prevention (CDC) related guidelines for HIV, AIDS, tuberculosis, etc. These services are designed to provide the same level of quality healthcare to Fort Bend County's inmate population as those provided in the Fort Bend County community. CHM will be responsible for identifying all inmate medical needs, scheduling, and coordinating all services, including emergency and non-emergency healthcare needs that are required at the facility.

In the pages that follow, we have provided a comprehensive overview of the services CHM will provide to the inmates incarcerated at the facility and the benefits to Fort Bend County, should CHM be awarded the contract.

**ACCESS TO MEDICAL CARE**

The first critical component to a responsive healthcare system is the receiving (intake) screening process. During the receiving screening process, when requested and when on site, each inmate will receive orientation and information from CHM healthcare staff on how to access healthcare services while housed at the facility. This orientation will include:

- the purpose of receiving history and physical evaluation, provision of emergency services, pharmaceutical services and policies, and infirmary and inpatient care
- the procedures for sick call and the times they are held during the week
- the procedures for obtaining healthcare services
- how to file a healthcare grievance
- information on oral hygiene (how to brush your teeth)



*CHM ensures that all inmates have access to quality healthcare. This will remain our commitment and duty to Fort Bend County.*



**Exhibit A to the Inmate Health Services Agreement  
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Non-English speaking inmates will receive verbal and/or written instructions, in a language they understand, on how to access healthcare services in the facility.

**RECEIVING (INTAKE) SCREENING**

It is understood that all inmates being booked into the facility will receive an inmate receiving screening. Receiving screenings will be completed by qualified CHM healthcare staff on a 24/7 basis. This process will ensure that anyone brought into the booking area is questioned about their health and triaged by a qualified healthcare professional before being medically accepted for entry into the facility. The receiving screening will include, but is not limited to, the following:

- inquiry into:
  - any current illnesses, health conditions, medications, or special health requirements (e.g., dietary needs)
  - diagnosis of serious infectious disease (hepatitis, HIV/AIDS, tuberculosis, sexually transmitted diseases)
  - current communicable illness symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats)
  - past or current mental health treatment, hospitalizations, or medications
  - history of or current suicidal ideation
  - dental problems
  - allergies
  - for females, whether pregnant and history of pre-natal care
  - alcohol and legal or illegal drug use (including the time of last use)
  - history of seizure activity
  - drug withdrawal symptoms
  - history of tobacco use
  - other health problems as designated by the responsible physician
- observation of the following:
  - appearance (e.g., tremors, anxious, disheveled)
  - behavior (e.g., hostile, appropriate, cooperative)

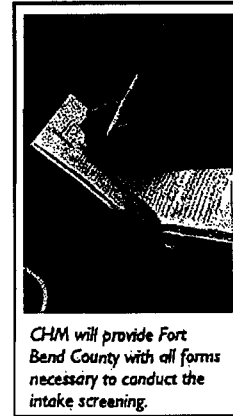


*CHM healthcare professionals are triage experts – respecting both the medical and mental health needs of the inmate. Our training includes a mental health component.*



**Exhibit A to the Inmate Health Services Agreement  
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- state of consciousness (e.g., alert, disoriented, lethargic)
- mobility (e.g., limp, crutches, wheelchair)
- breathing (e.g., cough, hyperventilation)
- skin (e.g., lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks or other indications of drug abuse)
- Disposition, into one of the following categories:
  - referral to an appropriate medical or mental health service on an emergency basis
  - referral to special housing
  - placement in the general inmate population and later referral to an appropriate healthcare service
  - referral to outside provider for care that exceeds onsite capability



*CHM will provide Fort Bend County with all forms necessary to conduct the intake screening.*

All findings will be recorded on the receiving screening form and incorporated into either a new or existing inmate medical record. CHM healthcare professionals will obtain consent for treatment during the intake evaluation process.

The CHM healthcare professional will also be trained to provide a mental health screening as part of the initial receiving screening process. Any inmates with critical mental health needs will be immediately placed in appropriate housing and referred to see mental health staff.

When the receiving screening indicates that an inmate has a contagious disease, is on medication, has immediate medical needs, is intoxicated, or experiencing substance withdrawal, CHM staff will refer the inmate to a provider for further review and treatment.

In addition, CHM will use over-the-counter products to delouse any inmate entering the jail with scabies or lice, with the exception of inmates that are pregnant, have allergies, open sores, or who are on seizure medication. CHM will also administer tuberculosis (PPD) skin tests, as clinically indicated or required.

CHM immediately notifies facility staff if an inmate refuses any aspect of the intake screening. In turn, the inmate is recommended for placement in special confinement and segregated from the general population. Any inmates with chronic care issues are identified and addressed during the intake process as well. Such chronic care criteria include, but are not limited to, finger sticks for diabetics, regular blood pressure checks, inmates with disabilities, etc.

It is understood that individuals who are unconscious or appear to be seriously injured shall not be medically cleared for admission to the facility. They will be immediately referred for emergency



## **Exhibit A to the Inmate Health Services Agreement Response to RFP 09-099 Inmate Medical Services**

medical attention at an offsite emergency medical center. Their pending admission or return to the facility is predicated upon written medical clearance.

CHM will follow state and national standards and guidelines for conducting a PPD skin test on each inmate (except those who can provide documentation of past positive testing for tuberculosis). The skin test will be read by a qualified nursing staff member. Any inmate with a positive skin test reaction or with symptoms of tuberculosis will be scheduled for a chest x-ray.

In addition, it is our desire to work closely with the local community health provider network to encourage a collaboration of sharing necessary medical information to expedite the screening process at both the facility and in the community.

### **INMATE INJURY OR ILLNESS PRIOR TO BOOKING**

Inmates who arrive at the facility with an injury or illness will be thoroughly assessed prior to booking. Based on a positive evaluation by a CHM qualified healthcare team member when on site, the inmate will be accepted and booked into the facility. CHM and our facility physician, together with the County, will develop medical admission criteria for the healthcare team member to follow when medically accepting an inmate into the facility. If, in the opinion of the healthcare team member, the injuries or illness can be treated effectively on site, the inmate will be accepted. Should the inmate have injuries or illness beyond the capacity of treatment within the facility, the healthcare team will immediately advise detention and/or transport staff or transfer the inmate to an appropriate offsite medical/mental health treatment center.

### **INMATE HEALTH ASSESSMENTS**

In accordance with NCCHC standards, a qualified healthcare professional will perform an inmate health assessment within 14 days of the inmate's arrival at the facility. If the assessment is performed by a nurse, the facility physician will review the results of the assessment to address any problems. The health assessment will include the following components:

- review of the receiving screening results
- collection of additional data to complete the healthcare, dental, and mental health histories
- record of the inmate's height, weight, pulse, blood pressure, and temperature



*A complete and thorough health assessment allows CHM staff to remain proactive in treating conditions of the individual inmate.*



**Exhibit A to the Inmate Health Services Agreement  
Response to RFP 09-099 Inmate Medical Services**

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- additional testing as clinically indicated
- a complete and thorough physical examination including comments about mental status
- review of significant findings of the health assessment, tests, and identification of problems by physician
- initiation of therapy and immunizations when appropriate

For pregnant inmates, the health appraisal will also include:

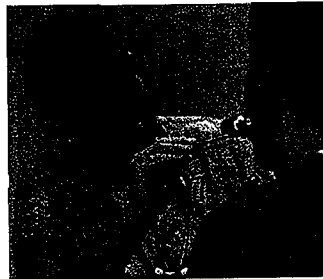
- pregnancy test to confirm positive pregnancy
- routine prenatal education and care
- high risk prenatal education and care, if necessary
- management of chemically addicted pregnant inmates
- post-partum follow-up care

All inmates will receive a thorough mental health evaluation by mental health staff. A complete description of this procedure can be found under Mental Health Services within this section of the proposal.

If the results from the inmate's health assessment require further evaluation or treatment, a referral to the appropriate health provider will be made.

CHM will provide annual health assessments, including physical examinations, to inmates who have been incarcerated at the facility for over one year.

**NON-EMERGENCY HEALTHCARE REQUESTS AND SERVICES (SICK CALL)**



CHM has developed a system through which inmate requests are received and triaged daily by healthcare staff seven days per week. The inmate will request a healthcare consultation by using a healthcare request form provided by the facility. Qualified healthcare team members will accept verbal or written requests for healthcare by inmates seven days per week, generally during daily inmate interaction at medication pass. The nursing team will evaluate, triage, and suggest treatment within the constraints of their licensures and clinical protocols. Any problems that exceed the scope of the clinical protocols will be referred to the facility physician for review and treatment. Patient referrals shall be scheduled to a physician according to clinical priority. When



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indicated, inmates will be seen by a qualified healthcare professional within 24 hours of receipt of their request. If an inmate reports to sick call more than two times with the same complaint and has not been seen by a physician, they will be referred to a physician.

The facility physician and/or midlevel provider (provider) will conduct a sick call clinic on a regular schedule each week. During the provider sick call clinic, the provider will evaluate inmates referred by the healthcare team nurse (post triage) and will conduct follow-up evaluation and/or treatment. The provider will conduct routine non-invasive diagnostic procedures and will identify and refer any conditions requiring secondary or tertiary services. All requests for provider sick call will be seen by the provider. The provider will review prescriptions, medication administration, and monitoring of inmates with chronic or special health requirements at least every 90 days to ensure continuity of care and appropriateness of treatments.

A log will be utilized to record each request for sick call services, the date the inmate was seen, and disposition of the sick call visit. Appropriate documentation will be recorded and maintained for all inmates seen at sick call and will be incorporated into the inmate's health record. As a result, each inmate's health record will contain appropriate entries documenting all sick call encounters, including

- the inmate's specific healthcare complaint
- the assessment of the healthcare professional who examined the inmate
- the prescribed treatment plan
- any follow-up encounters to the point of resolution of the healthcare problem

This will ensure that all inmate healthcare complaints are properly and promptly handled, documented, and followed through to a satisfactory resolution.

### **EMERGENCY MEDICAL SERVICES**

In the event of an emergency, the onsite healthcare team will immediately respond to the scene to assess and stabilize the ill or injured party. The appropriate healthcare team members will be notified and will respond as necessary. The inmate, once stabilized, will be transported to an offsite urgent care center or emergency room. CHM healthcare staff, in some cases, will contact the local emergency room and verbally describe the event, as well as send a transfer summary regarding the symptoms and details of the inmate's condition.



CHM will have 24-hour on-call provider coverage and specific written policies and procedures to address emergency response for both medical and dental issues and the emergency transfer of inmates. CHM will provide telephones and/or pagers to certain specified healthcare



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staff (i.e. Health Services Administrator) and Medical Director or other provider to ensure their availability.

CHM healthcare staff will coordinate all necessary ambulance service for emergency medical care patients. The emergency transportation of any inmate to a hospital or specialty care unit will be coordinated with the facility administration. Policies and procedures regarding the transportation of inmates for medical reasons will be mutually developed by Fort Bend County and CHM within 30 days of contract start date. The policies shall be approved by the facility administration.

**HOSPITAL CARE**

In accordance with NCCHC Standard J-D-05, if CHM determines that an inmate requires more intensive care than what can be rendered on site, CHM will make provisions for hospitalization at OakBend Medical Center, Memorial Hermann Sugar Land, or other local hospital(s) as deemed acceptable by both the County and CHM. CHM's utilization management team will monitor the hospitalization and provide a daily status report to both the CHM utilization management team and the facility administration. A copy of the discharge summary from the hospital will be maintained in the inmate's permanent health record.



If it is determined that an inmate has healthcare insurance, CHM will make every attempt to help file the claim with the insurance carrier/company to pay for all offsite healthcare services. Should third party reimbursement be achieved, CHM will return these funds back to Fort Bend County.

**DENTAL CARE**

In accordance with NCCHC clinical guidelines, each inmate requiring dental care will be seen under the direction and supervision of a licensed dentist. Dental services include instruction in oral hygiene, examination, and treatment of dental problems. CHM has developed a system for prioritizing responses to dental needs, and all care will be recorded in the inmate's medical record. Dental services, except for urgent or emergent care requirements, will be provided during regular clinic hours. Periodic performance measurements will be developed and monitored to ensure timely access to care.



CHM will adhere to NCCHC standards for oral (dental) care. General duties provided by an onsite dentist and appropriately trained healthcare professionals include:

- dental screening, including instruction in oral hygiene and preventative oral education, conducted within 14 days of admission (unless completed within the last 6 months)



**Exhibit A to the Inmate Health Services Agreement  
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- dental examination by a dentist within 12 months of admission, supported by diagnostic x-rays if necessary
- treatment plan with x-rays for those inmates with more than 12 months detention who request care
- defined charting system that identifies the oral health condition and specifies priorities for treatment by category
- consultation and referral to dental health specialists as needed, including oral surgery when necessary
- access to the preventive benefits of fluoride in a form the dentist determines to be appropriate for the needs of the individual

CHM will ensure that the healthcare professionals adhere to current infection control procedures to include all onsite dental services. Routine dental problems will be managed in a timely fashion in keeping with current community standards of practice. CHM will cooperate and work with facility administration to maintain a reasonable inmate waiting period.

Extractions will be performed in a manner consistent with community standards of care and in adherence with the American Dental Association's clinical guidelines. Any restorative dental procedures will adhere to the American Dental Association's clinical guidelines. Dentures will be provided within appropriate guidelines and according to the facility policy. Appropriate inventory and control of all supplies, instruments, and chemicals used in provision of dental services will be maintained.

### **LABORATORY AND RADIOLOGY SERVICES**

CHM will utilize onsite facility ancillary services to their fullest extent. CHM will be responsible for all costs associated with onsite laboratory and radiology services. Laboratory services will be provided by a national laboratory company and will include routine, special chemistry, and toxicology analysis. All laboratory testing performed on site will be in compliance with the Clinical Laboratory Improvements Amendments of 1988. Services will include timely pickup and delivery, accurate reporting, and all necessary supplies.



Laboratory specimens will be drawn by the healthcare staff and sent to the reference laboratory. Arrangements will be made with the local hospital for stat (immediate) testing. Our healthcare staff will access results 24/7 from a secure Internet retrieval system. Through this system, our healthcare staff can monitor, chart, and graph patient results. The lab will contact the facility healthcare staff to provide notification of all abnormal results. If unable to reach the facility healthcare staff, the lab will continue to call backup CHM contacts until an actual person is reached. All lab

**CHM**

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results will be reviewed and initialed by a facility physician with a follow-up plan of care, if indicated. The on-call physician will be notified immediately of all stat reports.

Standard x-rays will be completed on site by way of a portable radiology service. X-rays will be read by a board certified radiologist. Positive results will be called to the facility within 24 hours of the x-ray. ECG services will be conducted on site within the scope of licensure. It may be necessary to send some ECG and radiology patients to an urgent care center or hospital as determined by the healthcare staff. All radiology and ECG results will be reviewed and initialed by the facility physician with a follow-up plan of care as indicated.



**MEDICAL CARE FOR WOMEN/PREGNANCY**

In general, female inmates comprise a small percentage of the total inmate population. Female inmates have the same basic needs as male inmates, but they also have specialized needs based on their reproductive systems. CHM recognizes the special needs of the female inmate population and has developed a program specific to their needs. It is the policy of CHM to confirm all pregnancies or suspected pregnancies with a urine or serum HCG test. Upon pregnancy confirmation, CHM will provide a prenatal management program throughout their pregnancy that focuses on prevention and management of their care. This program includes:

- access to healthcare professionals specializing in obstetrical and gynecological services
- health education specific to female issues
- counseling regarding their decision to choose pregnancy termination, adoption, or to keep the child
- prenatal care including dietary supplements as determined by the physician
- Doppler ultrasound and other diagnostic equipment maintained on site to perform evaluations of pregnant inmates





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**PHARMACY SERVICES**

CHM will provide a complete pharmacy services program for Fort Bend County jail to include all over-the-counter and prescription medications as ordered by our facility physician, midlevel provider, psychiatrist, and dentist. CHM will make provisions for onsite delivery at least six times per week. CHM will contract with a local pharmacy near the facility for provision of back-up medications for any stat pharmacy requests. CHM will also ensure that the facility has emergency drug kits stocked per CHM policy. CHM will be responsible for costs of all medications administered, with the exception of medications for the treatment of HIV/AIDS, hepatitis and any biological medications. Please see our Cost Proposal Section for further details.

CHM has established a preferred medication list (PML) for use in our facilities. Criteria utilized for inclusion of medications to the PML are based on effectiveness, safety, and cost of the medication. CHM has developed policies and procedures for use of non-PML medications and requires our providers to send request forms to our corporate Medical Director to authorize receipt of non-PML medications. Prescriptions written by offsite healthcare specialists will be considered recommendations only, with the final prescription authority residing with the CHM prescribing provider responsible for the care of the inmate.

CHM is dedicated to providing the highest level of pharmaceutical management to our facilities. We will have a consultant pharmacist conduct an onsite audit and perform a quality assurance review on a quarterly basis. The consultant pharmacist will ensure that all drugs are stored under proper conditions and will remove or replace all expired medications. The consultant pharmacist will conduct quarterly pharmacy and therapeutic committee meetings and will provide appropriate in-service training to the healthcare staff.

Our pharmaceutical program will meet the following criteria:

- The pharmaceutical program will be consistent with state and federal regulations.
- CHM will appoint a licensed and qualified consulting pharmacist who will be used for visits and consultation on a regular basis, not less than quarterly.
- All prescription medications will be initiated or ordered by a physician, dentist, or other authorized prescribing provider with designated privileges, will be appropriately labeled, and will be in unit-dose packaging. A small inventory of stock medications will be maintained at the facility.





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- CHM will establish and maintain an account with a pharmacy that will deliver medications at least 6 days per week. To ensure medications will be obtainable 24 hours per day, 7 days per week, an account will also be established with a local pharmacy.
- The PML will be maintained and routinely reviewed by the Chief Medical Officer and Chief Psychiatrist. It will include a legend and list of over-the-counter medications. All providers are to adhere to the PML unless there is documented clinical need for deviation.
- All non-PML medication use will be tracked and reviewed for inclusion on the PML based upon current medical efficacy.
- All stock medications will be maintained to a maximum supply of 60 days.
- A medication inventory system will be implemented to ensure availability of drugs and protect against loss of any medications.
- All medications will be prepared, maintained, and stored under properly secured conditions.

All DEA controlled substances will be maintained and protected in a double-locked cabinet within the health services unit. Authority to purchase or order Schedule II controlled substances will be limited to the facility physician. A perpetual inventory will be kept of all DEA controlled substances on the PML. All DEA controlled substances will be counted in accordance with state and federal regulations. In addition, all controlled substances, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the facility administration and in accordance with NCCHC and ACA standards and other applicable regulatory guidelines for storing and handling medications. All psychotropic medications will be administered, dispensed, stored, and maintained according to state statutes and community standards.

CHM's pharmacy will dispense medication up to a maximum 60 day supply and only on the legal order of a licensed healthcare practitioner. The drug itself will be packed in a container approved by the pharmacist. Any adverse medication reactions will be reported to the Health Services Administrator, who will contact the original prescribing practitioner for alternative medication recommendations.

In order to reduce the number of redundant medications ordered or distributed, CHM will initiate the following strategies:

- CHM will utilize stock medications whenever possible.
- CHM will accept key critical medications from the outside if the medication is appropriately labeled, can be verified with a pharmacist or prescribing physician, and is critical to the well-being of the inmate.
- CHM will order prescription medications for a seven day supply so that inmates with misdemeanor charges that are often in the jail for short stays do not have excess unused medications.

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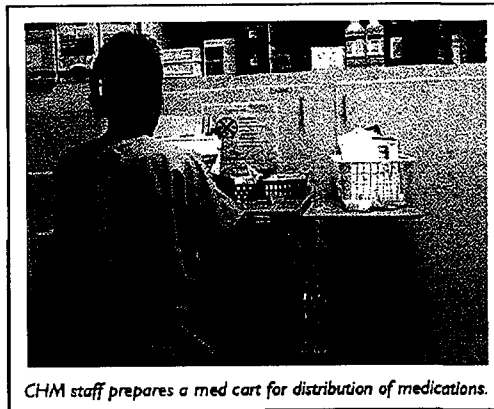
**MEDICATION ADMINISTRATION AND MANAGEMENT (PILL CALL)**

CHM will maintain a medication administration system to meet the needs of Fort Bend County. The medication room or area, operated within the facility, will be licensed in the State of Texas. Medications will be provided in accordance with all local, state, and federal rules and regulations. CHM generates monthly utilization reports, inventory reports, inmate drug profiles, and cost by category or medication. This information assists with analyzing trends and maintaining a cost-effective pharmacy program at all times.

Once a medication has been prescribed by a provider (physician, midlevel provider, dentist, or psychiatrist), the healthcare team will transcribe the order into the medication administration record and inform the pharmacy of the order. If the prescribed medication is in the stock supply, it will be initiated on the next medication pass. If it is not on site, the medication will be ordered and initiated within 8 hours of the order being written for all PML approved medications and 24 hours for all non-PML medications, except where such medications are not readily available in the local community. If the order is stat, the medication will be obtained immediately from a local back-up pharmacy.

Each administration or delivery of a single dose of prescribed medication will be documented in the healthcare record. Documentation will also be required if an inmate's ordered medication was not administered.

Per the RFP requirements, medication distribution will occur three times per day at the facility. Upon award of contract, CHM may discuss with Fort Bend Jail administration the option to switch to med pass twice per day. This will only occur with full approval of jail administration and security staff. Medications will generally be prepared in blister packs. A liquid drug dosage will be used whenever deemed necessary. Only properly trained medical personnel will administer prescription medications.



*CHM staff prepares a med cart for distribution of medications.*



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## **MENTAL HEALTH SERVICES**

CHM's approach for providing mental healthcare to the Fort Bend County Jail is heavily influenced by the specific backgrounds and industry expertise of our corporate mental health doctors and clinicians. Our CHM doctors have extensive experience in correctional, institutional, and community mental health services. Our expertise lies in designing, implementing, and monitoring unique mental health programming solutions that fully address the needs of Inmate care.

CHM's mental health programming approach has proven to be beneficial and complimentary to existing mental health program conditions at all of our contracted facilities. We strive to maintain consistency in the delivery of mental healthcare. Our onsite staff doctors and clinicians provide services that focus on appropriate identification of mental illness, prevention, early intervention, and aggressive treatment of the mental health disorder, with the constant goal of symptom reduction. CHM will provide mental health services to inmates that enable them to function to the best of their ability during incarceration. CHM proposes the following scope of work for the Fort Bend County Jail.

### **Clinical Program Philosophy**

All inmates will be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by a serious mental health disorder, the most dangerous to themselves and others, and those who exhibit an inability to function within the general population of the jail.

CHM recognizes the existence of a mental health disorder as established by the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorder (IV TR). Both Axis I and Axis II disorders are aggressively treated either through medication, individual, and/or one to one direct supportive contact. CHM specifically focuses on managing Axis II (personality) disorders by developing preventative cognitive behavioral therapies that focus on anger management, impulse control and substance abuse habits (if staffing levels permit).

There are four main aspects to our clinical program: Intake, Programming, Transition/Discharge Planning, and Training/Education.



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**Intake**

All inmates admitted to the facility will receive a detailed mental health assessment within 14 days of their arrival. This assessment meets the standards defined by NCCCHC and ACA for "Mental Health Screening" and will serve to gather historical information regarding previous mental health treatment and high risk behavior, family history of mental illness, biological, intellectual, educational, psychological, and social indicators of mental illness and risk, previous suicidal behavior, current mental status, presence and/or extent of chemical dependency, current risk of harm to self/others, current diagnosis (if applicable), current need for psychotropic medications, and recommendations for ongoing chronic or acute mental health treatment.

**Programming**

Those assessed at intake as being in need of further treatment, either chronic or acute, will receive that treatment via one to one supportive contact. This treatment will be defined by the development of an individual clinical treatment plan. This treatment plan will be developed in conjunction with the inmate and will define the type, frequency, and goals of treatment. In addition, periodic treatment plan updates will also identify progress made toward attaining the treatment goals. In addition to ongoing treatment for the mentally ill, our clinical staff will be available for consultation/assessment regarding crisis situations.

**Transition/Discharge Planning**

Upon intake, and continuing throughout their stay, the mental health professionals will remain mindful regarding transitional planning. It is our goal that all mentally ill inmates leave the institution with a viable, clinically appropriate plan in place to continue their treatment upon reintegration back into the community. The mental health professionals will work with the inmate to define a transitional plan that will assure that appropriate appointments for medication and therapy are obtained upon their discharge from the facility.

**Training and Education**

It is CHM's goal to provide as much training/education for the inmates AND facility staff as possible. The more training provided on the topics defined earlier, the better equipped the facility will be in assuring the safety and security of all inmates and staff. Early recognition of mental illness and increased risk potential is essential in assuring this safety. The CHM mental health program adheres to the philosophies of "the more, the better" and "anytime, anywhere, anyhow." In addition to our formal trainings, we take advantage of any informal opportunities to educate staff and inmates alike regarding any information relevant to mental illness, risk, suicide prevention/intervention, etc.



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**MENTAL HEALTH SCREENING (INTAKE)**

Prior to the fourteenth day of inmate custody, CHM staff shall perform a mental health evaluation consisting, at a minimum, of the following factors:

- history of psychiatric inpatient hospitalization, public or private
- history of outpatient mental health treatment, public or private
- current psychotropic use – medication, dosage and prescriber
- current drugs of abuse or alcohol use – type of drug, method of use, frequency, last use
- current suicidal thoughts, ideation, or plans
- prior suicide attempts – ideation, gesture, and attempt
- history of sexual offenses
- history of sexual abuse
- history of violent interpersonal behavior or property damage
- history of child abuse
- history of victimization within detention by predators, on the street
- special education background and level of education
- history of serious head trauma with even momentary loss of consciousness
- history of seizure activity and cause (if identified), alcohol, withdrawal, head trauma, etc.
- gross assessment of intellectual functioning
- adjustment to incarceration





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**MENTAL HEALTH EVALUATIONS (PROGRAMMING)**

All inmates referred to the mental health clinicians for an evaluation will receive a thorough assessment. CHM evaluation or assessment components include the following areas:

1. **Identifying Information:** Assessment of inmate's family, psychosocial, employment, educational, religious, and interpersonal background.
2. **Mental Health History:** Assessment of inmate's past psychiatric history including history of diagnosis, medication treatment, inpatient/outpatient treatment, treating physicians and psychologists; assessment of past suicide attempts, timeframes, most recent attempt, how/why inmate attempted, history of involuntary hospitalizations due to attempts, etc.; assessment of substance abuse history including what type of drugs, how much used, when most recent usage occurred, history of substance abuse treatment, and substance abuse related incarcerations.
3. **Medical History:** Assessment of past medical conditions and mental health condition secondary to the medical diagnosis; assessment of past organic or cognitive impairments as a result of serious head trauma (with loss of consciousness); assessment of medical condition as a result of self-induced injuries.
4. **Legal History:** Assessment of number of arrests, incarcerations, convictions; what type of arrests (i.e. drug related or sexual offenses, etc.).
5. **Mental Status Exam:** Assessment of inmate's mental status at the time of interview as observed by the clinician including; inmate's state of alertness, orientation to situation, time, place, incarceration; inmate's mood (i.e. depression, agitation, etc.) and emotional expression; the presence of suicidal or homicidal ideations, plan or intent; the presence of psychosis (i.e. audio, visual, or tactile hallucinations); the presence of a thought disorder; the presence of unusual speech (tangentiality, circumstantiality) indicating a mental health condition; gross impairment in memory; assessment of inmate's impulse control, insight into situation, and judgment.
6. **Diagnostic Impression:** The clinician's summary of the inmate's mental health condition as indicated by the American Psychiatric Association's Diagnostic Statistical Manual #IV (Revised Text). This section will include a diagnosis on Axis I





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highlighting all clinical conditions that need immediate attention either through medication, one to one supportive therapy, or safe housing (i.e. for inmates with active suicidal ideations); Axis II highlighting the presence of a personality issue (i.e. a behavioral, predatory, or manipulative inmate); Axis III highlighting a diagnosed medical condition that could be resulting in a mental health condition or contributing to the inmate's current mental health status.

7. **Plan or Recommendation for Treatment:** The clinician's summary of treatment recommendations if a mental health diagnosis is found including but not limited to:
- medication evaluation by a psychiatrist
  - a follow up therapy session
  - recommendation for observations, suicide watch, special placement, or special precautions

For those inmates with a chronic mental illness, a treatment plan that includes a multi-disciplinary approach will be generated and include the input of the psychopharmacologist where appropriate. All first contacts with an inmate are documented through CHM's Mental Health Evaluation Form; thereafter, all following contacts are documented through SOAPE formatting. Upon evaluation by the clinician, all appropriate feedback or recommendations will be communicated directly to security.

### **PSYCHIATRIST SERVICES (PROGRAMMING)**

Our psychiatrist will provide psychiatric services, medication maintenance, clinical interviews, AIMS assessment, and client evaluations for 10 hours per week. The psychiatrist will routinely provide appropriate clinical information to the client regarding the need for psychotropic medication, the type of medication recommended, potential side effects and expected benefits of the medication treatment. This informed consent will be documented, for each medication prescribed, in the inmate's medical record.

### **PSYCHIATRIC/MEDICATION REFERRALS AND MANAGEMENT (PROGRAMMING)**

The clinician will refer all inmates in need of a medication evaluation to the psychiatrist. The goal of this service is to ensure safety for the inmate and other staff, to ensure appropriate administration of medication, to determine acuity of psychiatric symptoms and high-risk inmates, and to determine appropriate placement for further stabilization, observation, and treatment. In addition to medication prescription, the CHM psychiatrist will be responsible to assess all inmates' prescribed psychotropic medication for medical/psychological side effects of their treatment. This assessment will include an AIMS assessment for all inmates prescribed anti-psychotic medications.





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At times, the psychiatrist and/or mental health professionals will be required to attend interdisciplinary staff meetings, as determined by need of the facility, for seriously mentally ill, and/or problematic inmates. This may also be combined with security's weekly classification meetings. As required for these meetings, CHM mental health staff will be prepared to share the following information: mental health needs of inmates, inmate behavior, psychological/counseling concerns, programming concerns, etc.

**TRAINING/EDUCATION**

CHM corporate staff or CHM's onsite treatment provider (if hours permit) will be available to conduct ongoing training and education for all county staff. These training topics will include, but are not limited to: Suicide Prevention/Intervention, Signs and Symptoms of Mental Illness, Recognition and Treatment of Developmental Disorders, Signs and Symptoms of Chemical Dependency, and Side Effects of Psychotropic Medications.



**CORPORATE SUPPORT**

CHM understands the difference a good mental health program can make. Other jail facilities have benefited from CHM correctional mental health expertise and have enjoyed a more organized, more treatment-oriented facility with lower suicide rates and more training for security staff. We pride ourselves in coming into a facility, evaluating strengths and weaknesses and implementing changes that include standard of care programming for mentally ill individuals, the latest techniques in managing high risk/suicidal inmates, and paying attention to details such as cost-effective standard of care medication practices and proper mental health intake forms.

CHM believes in the correctional mental health expertise of our doctors and emphasize a very hands on approach by our corporate management staff. Gary Kane, CHM Regional Director of Mental Health Services, will be heavily involved in evaluating Fort Bend County's current mental health system and recommending alternatives, if needed. He will be involved in the day-to-day management of the program and will continuously focus on improving the quality of care at the Fort Bend County facilities by finding ways to further strengthen programming and having CHM's corporate mental health team accessible for additional levels of consult support, staff coverage, professional development and training, solving programmatic issues, and conducting peer reviews.

Upon award of the contract, Mr. Kane will confer monthly (or more frequently if needed) with County staff to ensure that all site issues are being addressed in a timely manner. When necessary, contact shall be made with site staff to provide further programmatic guidance and direction. In order to strengthen the mental health program at the Fort Bend County Jail, Mr. Kane or his designee will provide ongoing training, assistance to staff regarding intake procedures and suicide prevention, and ongoing communication with all onsite and offsite groups involved in inmate mental health care.





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As an added level of support to the Fort Bend County facility, Dr. Babatunde Okuleye, CHM Chief Psychiatric Officer and Corporate Psychiatrist, will be involved in management of psychiatric treatment programming and will assist in monitoring psychotropic medication usage. He will always be accessible by pager or cell phone 24 hours a day, 7 days a week. Dr. Okuleye is a Forensic Psychiatrist and holds strong expertise in treatment of severely and chronically mentally ill inmates. He has also been involved in management of major prison mental health systems in the Midwest.

Additionally, for programmatic issues, Dr. Elizabeth Falcon, CHM Vice President of Mental Health Services, will also be available as a second consult to Mr. Kane as he manages services at the Fort Bend County facility. Dr. Falcon has a doctorate degree in clinical psychology and has received specialized training in corrections for two years at the Cook County Department of Corrections in Chicago, Illinois. Dr. Falcon has over 10 years of correctional mental health experience.

As you can see, service and support is very important to CHM. Gary Kane, Dr. Okuleye and Dr. Falcon will provide an added level of support to onsite mental health staff and will always be available either in person, or via pager or cell phone. In times of crisis, unanticipated need, or when onsite mental health staff are not immediately available or accessible, security will always have direct access to all these individuals. Accessibility is also very important to CHM, and upon award of any contract, it is CHM's practice to immediately distribute all corporate contact information to onsite management personnel.

In addition to the corporate support provided to onsite operations, CHM corporate staff will assist the onsite staff with the development of site specific policies and procedures relating to the distribution of psychotropic medications and the development of a site specific suicide intervention and prevention program that will most effectively meet the needs of the Fort Bend County Jail.

### **CRISIS INTERVENTION**

CHM will ensure that a mental health professional is available daily and on site for crisis intervention/prevention services during peak demand hours up to 8:00 p.m. Monday through Friday and until noon on the weekends. After hours crises will be handled through an on-call basis, initiated, when necessary, by nursing staff.

The following outlines CHM's protocol for crisis management:

- For emergencies, all staff will have access to mental health staff via in person or on-call on a 24/7 basis. The clinician will respond to all calls by phone or in person if the crisis is severe.
- Criteria for emergency on-call situations:
  - An inmate is highly agitated, displaying signs of self-harm (suicidal behavior) or harming others (homicidal behavior).
  - An inmate is displaying signs indicating moderate to severe depression that warrants immediate attention.



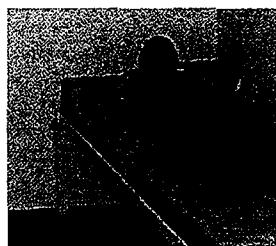


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- An inmate is highly psychotic and displaying signs of severe disorganization and is unable to understand his/her immediate environment.
- An inmate is displaying unusual behavior at booking stemming from drug/ETOH withdrawals, psychosis, severe depression, or severe agitation.
- An inmate is complaining of side-effects from his/her medications.

### **SUICIDE PREVENTION**

CHM complies with NCCHC Standard J-G-05 Suicide Prevention. Inmates should remain on suicide watch until examined by the clinician, or that individual makes the determination that the crisis has been resolved. It is CHM practice that only a qualified mental health professional authorizes the release of an inmate from suicide watch. Upon release, the inmate will continue to be closely monitored. CHM will provide in-service training to medical staff and security staff on the identification, assessment, monitoring, communication, and intervention associated with the treatment and care of a suicidal inmate.



The following summarizes CHM protocol for actively suicidal inmates:

- Acutely suicidal inmates are placed on 15 minute special watch or suicide watch in an observation area where they can be more readily observed by security and healthcare staff. They are placed in an individual cell where they can be separated from other inmates. Security must take all precaution to "suicide proof" all such cells.
- All garments and belongings (including eyeglasses, inhalers, etc.) are removed from the inmate and he/she is given a "suicide gown" to wear throughout the duration of the watch.
- Throughout the duration of the watch, all items from the cell are removed including sheets, blankets, mattresses, or any loose items that can be utilized as a suicide weapon. Mattresses and blankets are only acceptable if "suicide blankets" and "suicide mattresses" are available.
- Pencils, pens, books, magazines, toothbrush, and other such loose objects that may be utilized as weapons are restricted for use during the duration of an inmate's suicide watch. Styrofoam trays and cups are acceptable for eating purposes. If hygiene is an issue, the inmate may use a toothbrush, comb, and razor only when supervised. These items are returned to the officer immediately after use.
- The inmate is placed on watch for at least 24-48 hours and is evaluated by a mental health professional within 24 hours, and within 48 hours thereafter. A special watch



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sheet is displayed in front of the cell where visits from healthcare staff and security staff can be noted.

- Upon an inmate's admission, if information is received from an outside party or agency indicating that the inmate has recently engaged in suicidal behavior or behavior that would deem the inmate "at risk," receiving staff must take precaution and place the inmate on suicide watch for at least 24 hours. Protocol for evaluation by mental health is then followed.

### **1:1 SUPPORTIVE CONTACT**

CHM mental health treatment operates utilizing a cognitive-behavioral, short term, goal directed, evidence based clinical philosophy. Following the assessment and the development of a treatment plan, the clinician will be responsible for defining the most appropriate treatment for each individual. All supportive contact sessions will be provided in a safe, confidential environment and will be documented utilizing the SOAPE note format. Documentation of each session will be housed in the inmate/detainee's medical record.

### **INDIVIDUALIZED TREATMENT PLANNING**

For those inmates with a chronic mental illness, a treatment plan that includes a multi-disciplinary approach will be generated and lead by the mental health clinicians.

All individual treatment plans are developed in conjunction with the inmate/detainee unless otherwise clinically contraindicated. The treatment plan will include a complete APA Diagnostic and Statistical Manual IV-R (DSMIV-R) five axis diagnosis, treatment goals and modalities, and will be updated as clinically appropriate with attention paid to the progress made toward meeting the treatment goals. The treatment plan document will be signed by the mental health clinician, the client, and the entire treatment team, and housed in the inmate/detainee's medical record.

### **COLLABORATION**

CHM understands the relationship between the Fort Bend County Jail administration, the vendor, and the local community mental health center, Texana, is necessary for the successful implementation and ongoing provision of mental health services in the correctional center. CHM is prepared to collaborate with all entities to assure a seamless transition and the continuation of communication vital to meeting the needs of all parties.



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**HEALTH RECORDS MANAGEMENT**

CHM maintains a medical/health record for each inmate who has received healthcare services (medical, dental or mental health) in the facility. The healthcare record is kept separate from the inmate's confinement records. The health records are maintained in accordance with NCCHC standards, and any applicable state regulations and community standards of practice. The health record contains the following information:

- completed intake screening form
- health appraisal forms
- problem list
- physician order sheets
- all diagnostic findings, treatments, and dispositions
- inmate requests for health services
- record of prescribed medications and administrations
- consent and refusal forms
- release of information forms
- immunization records
- place, date, and time of any health encounters
- signature and title of person making entries
- progress reports
- specialized treatment plans
- any other miscellaneous forms or documentation of any and all healthcare, dental, and mental health services issues

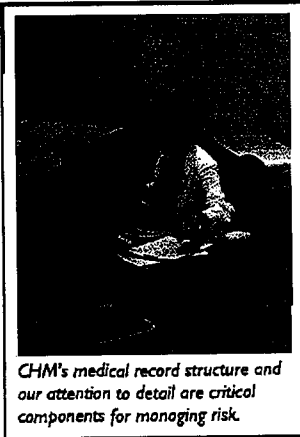


Each admission into the facility is checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual will be consolidated into one permanent chart.

The CHM healthcare staff collects and records data in the appropriate inmate's healthcare record. All notations including healthcare, dental, and mental health are recorded at the time of delivery. When an inmate is admitted to an offsite facility and/or seen in a specialist consultation, a signed release of information form is obtained. All outside health services (such as laboratory results, or physician consultation reports) are filed as part of the inmate's permanent health record. The medical record is



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*CHM's medical record structure and our attention to detail are critical components for managing risk.*

Kept current and complies with the problem-oriented medical records format and standards. An entry is made for each inmate health encounter.

CHM provides standardized forms that will be incorporated into the health record. The standardized forms will provide demographic information including inmate name, number, date of birth and gender. This information will be located in the same general area on each form for ease of documentation. All entries in the health record will include this information, as well as the name and title (signature) of the CHM healthcare staff provider making the notation and the date and time.

CHM will maintain a signature file of its entire CHM healthcare staff making clinical notations in the medical record. The signature file contains the individual's name, full legal professional title, licensure, credentials, signature and initials.

When inmates are sent off site for emergency treatment, inpatient hospitalization, outpatient specialty care, or diagnostic appointments, accompanying documentation (transfer summary or consult request) is sent with them. All information returned with an inmate from an offsite encounter, inpatient or outpatient, will be incorporated into that individual inmate's health record.

### **Confidentiality of Health Records**

All health records are the property of Fort Bend County. CHM acts as custodian for the health records, and such records are kept confidential, subject to the rights of access thereto at all times on the part of Fort Bend County.

CHM will ensure access to inmate healthcare records is controlled by the health authority consistent with the applicable local, state and federal confidentiality laws. The confidential relationship of doctor and patient extends to inmate patients and their clinicians. CHM will maintain a current record of the rules and regulations covering the confidentiality of healthcare records and the types of information that may and may not be shared.

### **Sharing of Health Information**

The release of any information regarding inmate healthcare is obtained only through policy approved by the facility administration. This policy ensures appropriate legal measures are taken when anyone is requesting an inmate's healthcare record. All healthcare records are maintained in accordance with the laws of the State of Texas, including those of discharged inmates. Inactive medical records are maintained according to Texas State Statutes and the American Medical Association.



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**Transfer of Health Records**

CHM ensures the proper policy and procedure is in place for the following events:

- a. **Security During Movement:** Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by a designated facility detention officer to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by the facility.
- b. **Exchange of Information:** The original medical record shall never be sent off site with an inmate to a hospital or outpatient setting outside of the jurisdiction of the facility. Only a relevant summary or consult form may be sent outside of the facility. For inmates transferring to other correctional jurisdictions such as city, county, and state correctional facilities, a transfer summary shall be prepared and forwarded in a confidential manner, and the original record shall be retained as inactive in the facility.

**Retention of Health Records**

CHM will ensure that all active records will be maintained in the medical department of the facility. Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association. CHM staff on site at the facility will prepare inactive files for imaging, including removal of 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. Any health records involved in litigation will be retained indefinitely.

If an inmate's record cannot be located within 24 hours of a discovered loss, CHM's Regional Director, David Jordan, and the Facility Administrator will be notified and a duplicate record will be generated. Upon location of the missing record and after a duplicate record has been created, the two files shall be combined to form one.

It is understood that upon expiration or termination of the contract, all medical records will remain the property of the facility. CHM will have access to such records after expiration or termination for five years after expiration or termination for any potential inmate litigation.

We are proposing an electronic medical record (EMR) system for capturing and maintaining all medical, dental, and mental health information for each inmate patient. Please refer to *Appendix C* for more detail. CHM will transition from a paper health record system to an EMR within a time frame mutually agreeable by both parties, should Fort Bend County select this option and the associated costs. Please refer to our Cost Proposal Section for further cost details.

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**Exhibit A to the Inmate Health Services Agreement  
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**TREATMENT OF TDOC INMATES AND TRANSFER OF MEDICAL INFORMATION**

CHM has created a policy and procedure that ensures that all inmate transfers to the Texas Department of Corrections (TDOC) are screened by healthcare personnel for acute or chronic conditions, communicable diseases, mental status evaluation, and current medications.

CHM's procedures will also include preparation of health summaries to be sent with inmates transferred to the TDOC. Inmates and health summaries will be appropriately prepared for transfer within 24 hours of receiving the list of inmates being transferred, or as necessary.

Healthcare personnel will promptly notify the Contract Administrator of the need for care other than routine and will provide documentation of required treatment to the TDOC or applicable municipality, as requested. CHM will submit all related bills to the Contract Administrator to ensure reimbursement to the County of all outside medical expenses and cost of pharmaceuticals incurred.

**SERVICES TO FACILITY STAFF**

CHM will provide the following services to facility staff at the Fort Bend County Jail:

- emergency services including first aid, assessment, stabilization, and the coordination of transport of employees or visitors who become ill or injured in the facility, along with appropriate incident reports
- health education for staff, not to exceed 50 hours of instruction per year covering topics such as airborne pathogens, bloodborne pathogens, recognizing and responding to suicide, recognizing and responding to mental health concerns, and emergency procedures
- management of a hepatitis B vaccination program and annual tuberculosis screening program for all facility staff

**MEDICAL ASSISTANCE TO SHERIFF'S OFFICE**

In the case of Fort Bend County detention staff, contract employees, or visitors who become ill or injured in the facility, CHM will provide emergency services at no additional charge, including first aid, assessment, stabilization and the coordination of service until the local emergency response personnel arrive on the scene and take over responsibility of care. In times of emergency or threat thereof, whether accidental, natural or man-made, CHM will provide medical assistance at the Fort Bend County jail to the extent needed or degree required by the Sheriff's Office policies and procedures, until local rescue team arrives and takes over.





**Exhibit A to the Inmate Health Services Agreement  
Response to RFP 09-099 Inmate Medical Services**

**INFECTIOUS WASTE DISPOSAL**

CHM provides training to all onsite healthcare team members to implement the proper methods of handling, storage, and disposal of hazardous and/or contaminated healthcare waste. All solid or semi-solid waste will be double bagged in red bio-hazardous bags, and laundry will be placed in the properly designated bags. Used needles, syringes, and other sharps will be placed in sharps containers and properly disposed of. Cleanup kits for bodily fluid spills will be available at all inmate housing units. CHM will be responsible for the cost of removal and disposal, including necessary supplies. CHM ensures that its policies and procedures related to hazardous waste management are compliant with OSHA and all federal, state, and local guidelines.



*CHM's risk management program ensures proper disposal of all hazardous and/or contaminated medical waste.*

**SUPPLIES AND EQUIPMENT**

CHM will supply at its expense, all supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders, lab fees, hand instruments, needles and sharps, special medical items, testing devices, containers, and clinical waste receptacles, inmate information materials, gloves and coverings, and disinfectants.

Fort Bend County will furnish equipment as indicated on the Fort Bend County Jail Medical Equipment Inventory included in section 31.6 of the RFP. The equipment provided will be available to CHM as needed. CHM acknowledges that the County will be responsible for maintenance of all medical and office equipment supplied and owned by the County for use by CHM healthcare staff. In the event this equipment becomes non-serviceable due to routine use, the County will be responsible for its replacement. All equipment and supplies purchased for use under the contract will be the property of the County and will remain on site upon termination of the contract.

It is understood that Fort Bend County will provide CHM with office space, examination rooms and utilities. Fort Bend County will provide housekeeping and cleaning supplies, laundry, and culinary services. Long distance phone services and special phone line charges, Internet services, and purchase of photocopier(s) and computers will be the responsibility of CHM.





**Exhibit A to the Inmate Health Services Agreement  
Response to RFP 09-099 Inmate Medical Services**

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**INMATE WORKERS**

Upon the request of the County, CHM will examine and provide medical clearance for all inmate workers. This medical clearance process will be completed within 24 hours of receiving the list of names to be cleared, unless laboratory or other applicable testing increases the time required for clearance.

CHM will allow Inmate workers to provide janitorial services within the healthcare unit at the discretion of the facility's administration. Such inmate workers will at all times be under the direct visual supervision of a security staff member while working in the healthcare unit. Inmate workers will be prohibited from:

- performing direct patient care services
- scheduling healthcare appointments
- determining an inmate's access to healthcare services
- handling or having access to medications or health records
- handling or having access to surgical instruments, syringes, or hypodermic needles, unless they are for performing self-care procedures
- performing clerical duties involving health records
- operating any healthcare equipment

Under no circumstances are inmates allowed in the pharmacy or healthcare supply areas.

**FEES FOR PERMITS, LICENSES AND ACCREDITATION**

CHM will obtain, secure, and maintain, at our cost, any and all permits, licenses, and continuing education required by federal, state, and local laws and applicable rules and regulations necessary for the implementation of work undertaken by CHM under a contract awarded pursuant to this proposal.

In the future, if the Fort Bend County Jail would like to obtain NCCHC accreditation, CHM and the County would need to discuss fees associated with accreditation and periodical reviews.

**ELECTIVE MEDICAL CARE**

Neither CHM nor Fort Bend County will be responsible for providing elective or experimental medical healthcare to inmates. "Elective medical care" in this instance is defined as medical care that, if not provided, would not in the opinion of the facility physician cause the inmate's general health to deteriorate and/or cause definite harm to the inmate's mental or physical well-being.





## **Exhibit A to the Inmate Health Services Agreement Response to RFP 09-099 Inmate Medical Services**

**Please Note: The following services were not covered in the RFP. However, CHM will provide these services as part of our comprehensive program at the Fort Bend County Jail:**

- **Communicable Diseases**
- **Emergency Plan**
- **Detoxification/Withdrawal Management**
- **Health Education of Inmates**
- **Chronic Care and Specialty Clinics**

### **COMMUNICABLE DISEASES**

CHM's healthcare team will closely monitor communicable diseases such as tuberculosis (TB), HIV, AIDS, hepatitis, and sexually-transmitted diseases (STDs). Screenings for TB, STDs, HIV, and hepatitis will be conducted as clinically indicated. When communicable diseases are diagnosed, CHM will take appropriate isolation precautions and will treat the individuals in accordance with protocols established by the local health department and the CDC. CHM will utilize the negative pressure rooms in the medical observation unit for inmates requiring isolation. Reports of communicable diseases will be sent to the state health department.

### **EMERGENCY PLAN**

Together with the facility administration, CHM will review and revise, as needed, the policies and procedures for internal and external emergencies such as natural or man-made disasters, man down situations, or pandemic flu outbreak. These procedures will be flexible enough to allow for coping with a major emergency. The scope and size of the disaster will determine the extent that the emergency response plan is to be carried out, based on the type and location of the disaster.

The health services team, under the direction of the Facility Administrator, will be prepared to respond immediately and in a professional manner to emergency situations that may arise. The emergency response plan should be practiced at least annually.

### **DETOXIFICATION/WITHDRAWAL MANAGEMENT**

Inmates arrested under the influence of alcohol or drugs will be separated from the general population and kept under close observation. The healthcare team will use established protocols to monitor intoxicated inmates during the detoxification period. If the inmate indicates a history or exhibits signs of an intense detoxification period, a provider may need to evaluate the inmate.

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**CHM**

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## Exhibit A to the Inmate Health Services Agreement Response to RFP 09-099 Inmate Medical Services

Under extreme conditions, the inmate will be transported to a hospital for evaluation and treatment.

Generally inmates displaying acute detoxification symptoms will be admitted to the medical observation unit and managed by the nursing team, and the facility provider will immediately be notified. The inmate will be watched for the following conditions, any of which may indicate that additional medical attention may be warranted:

- tremors and/or agitation
- nausea and/or vomiting
- sweating, rapid pulse, fever
- seizures
- confusion
- auditory and/or visual hallucinations

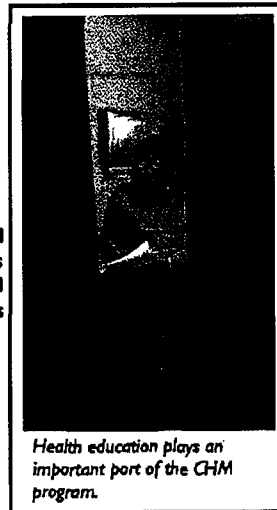
The facility provider will be contacted regarding inmates whose condition begins to deteriorate during detoxification, and the provider may refer the inmate to a hospital if necessary. At the next sick call clinic, the provider will see any inmate who is admitted to the infirmary or special housing area of the facility for detoxification.

### HEALTH EDUCATION OF INMATES

Given that many inmates are learning to live with illnesses they will have for the rest of their lives, teaching them about their illnesses is an important part of treatment and contributes to decreasing recidivism. Inmates will learn about the nature of their illnesses, why they worsen when they do, and how to cope and live with them. While inmates will make their own decisions about the interventions they choose, the pros and cons of each intervention will be clearly explained to them.

CHM can implement a health education program for inmates. CHM believes that health education is a continuous process that occurs during sick call encounters, chronic care visits, and during formal education sessions. CHM will provide a variety of education programs for the inmates. Topics may include:

- first aid
- HIV
- signs and symptoms of chemical dependency
- smoking cessation





**Exhibit A to the Inmate Health Services Agreement  
Response to RFP 09-099 Inmate Medical Services**

- personal hygiene
- sexually transmitted diseases

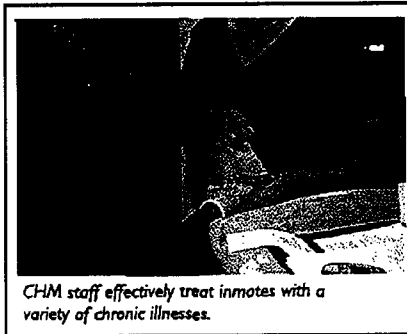
**CHRONIC CARE AND SPECIALTY CLINICS**

Security is the first priority and of paramount importance, and CHM recognizes that there are always additional risks and costs associated with offsite transports for medical appointments. Therefore, CHM will make every effort to provide appropriate care on site as often as possible, and to that end, will hold chronic care and specialty clinics whenever appropriate and practical for both the County and CHM. Onsite chronic care clinics will monitor and treat diseases such as:

- chronically ill inmates (such as those with diabetes)
- inmates with special mental health needs
- inmates with communicable disease
- inmates who have exhibited suicidal behavior
- inmates who are physically handicapped
- pregnant inmates
- frail, elderly inmates
- inmates with seizure disorders
- inmates who are terminally ill
- other special needs requiring regular care

Inmates with chronic diseases or special needs will be enrolled in chronic care or specialty clinics at the time of their health assessment. Individual treatment plans will be developed for special needs inmates. Each treatment plan will ensure that the inmate receives follow-up evaluation and treatment, along with appropriate education. Inmates with chronic care conditions will generally be evaluated at least every three months or more often if clinically indicated. Each treatment plan will be approved by the physician and detailed in the inmate's health record. Treatment plans will follow accepted patterns of care (e.g., NCCHC Standards and Guidelines, American Psychiatry Guidelines, and National Institute for Health Guidelines).

CHM provides special attention to inmates with disabilities. Communication between medical and security staff will be vital for those inmates requiring medical appliances such as wheelchairs or crutches and for those inmates who are immobile.



*CHM staff effectively treat inmates with a variety of chronic illnesses.*

**Exhibit C  
Staffing Plan**

Fort Bend County Sheriff's Office Preferred Staffing Plan 11/20/2009											
Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
Health Services Administrator	Day		8.00	8.00	8.00	8.00	8.00	8.00	48.00	1.00	1.00
	Evening										
	Night										
Medical Director	Day				5.00		5.00		10.00	0.25	0.25
	Evening										
	Night										
Director of Nursing	Day		8.00	8.00	8.00	8.00	8.00		48.00	1.00	1.00
	Evening										
	Night										
Midlevel Provider (PA or NP)	Day		8.00	8.00	8.00	8.00	8.00		48.00	1.00	1.00
	Evening										
	Night										
RN Chronic Care	Day		8.00	8.00	8.00	8.00	8.00		48.00	1.00	1.00
	Evening										
	Night										
RN	Day		8.00	8.00					16.00	0.40	0.40
	Evening										
	Night										
LVN	Day	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168.00	4.20	8.00
	Evening	8.00	8.00	8.00	8.00	8.00	8.00	8.00	48.00	1.00	
	Night	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	
Licensed Medical Technician	Day	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	5.60
	Evening	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	
	Night										
Paramedic	Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	64.00	1.60	4.20
	Evening	8.00	8.00	8.00	8.00	8.00	8.00	8.00	64.00	1.60	
	Night	8.00	8.00	8.00	8.00	8.00	8.00	8.00	64.00	1.60	
Medical Records	Day										2.00
	Evening										
	Night		16.00	16.00	16.00	16.00	16.00		80.00	2.00	
Dentist	Day					8.00			8.00	0.20	0.20
	Evening										
	Night										
Dental Assistant	Day					8.00			8.00	0.20	0.20
	Evening										
	Night										
Mental Health Professional	Day	8.00	16.00	8.00	8.00	16.00	16.00	8.00	80.00	2.00	2.00
	Evening										
	Night										
Psychiatrist	Day		8.00		8.00				16.00	0.40	0.40
	Evening										
	Night										
<b>Totals</b>		<b>104.00</b>	<b>184.00</b>	<b>168.00</b>	<b>173.00</b>	<b>184.00</b>	<b>173.00</b>	<b>104.00</b>	<b>1090.00</b>	<b>27.25</b>	<b>27.25</b>

Exhibit D

FORT BEND COUNTY SHERIFF'S OFFICE  
DETENTION DIVISION

**FORT BEND COUNTY  
CRIMINAL/DRIVER HISTORY CONSENT FORM\***

I hereby authorize the County of Fort Bend to receive any criminal history record information at any time pertaining to me which may be in the files of any criminal justice agency on the National Crime Information Center and/or Texas Crime Information Center.

\_\_\_\_\_  
FULL NAME (Please Print)

\_\_\_\_\_  
SOCIAL SECURITY #

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
STREET ADDRESS (If Different)

\_\_\_\_\_  
Sex (Male/Female)

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
RACE

\_\_\_\_\_  
PHONE NUMBER where you can be  
Reached between the hours of  
8:00a.m. and 4:00p.m.

\_\_\_\_\_  
ALTERNATE PHONE NUMBER

\_\_\_\_\_  
DRIVER'S LICENSE # / STATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY (Signature/Date)

\_\_\_\_\_  
COMPANY WORKING WITH

\* FORM MUST BE SUBMITTED WITH PHOTOCOPY OF DRIVER'S LICENSE AND SOCIAL SECURITY CARD

Created on January 12, 2010