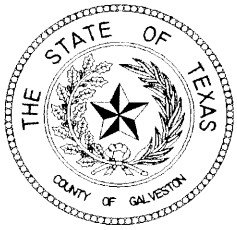
GALVESTON COUNTY
PURCHASING DEPARTMENT



REQUEST FOR PROPOSAL

RFP #B112025

INMATE HEALTH CARE MEDICAL SERVICES

PROPOSAL DUE DATE: AUGUST 25, 2011
TIME: 10:00 A.M.

<u>MANDATORY PRE-PROPOSAL CONFERENCE</u>
Galveston County Purchasing Agent's Office
722 Moody, (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

DATE/TIME: AUGUST 4, 2011

10:00 A.M.

Rufus Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

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INCLUDED ATTACHMENTS:

EXHIBIT A – CURRENT CONTRACTUAL AGREEMENT

VENDOR QUALIFICATION PACKET

RFP #: B112025
OPEN: 08/25/2011
10:00 AM

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INMATE HEALTH CARE MEDICAL SERVICES
GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of nine (9), one (1) original and eight (8) copies** will be received in the office of the Galveston County Purchasing Agent until **10:00 AM** on **08/25/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. All proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope:

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Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in the Request for Proposal.

A mandatory pre-proposal conference is scheduled for Thursday, August 4, 2011 at 10:00 a.m. at the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody Avenue, (21st Street), Fifth (5th) floor, Galveston, Texas 77550.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

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1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in ***sets of nine (9), one (1) original and eight (8) copies*** *on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to:

Rufus G. Crowder, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

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4. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

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11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http://www.window.state.tx.us/.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase.

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Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a

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request for additional information or an oral presentation to support the written proposal. In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

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20. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

21. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted proposal and the contract

23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

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24. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the proposal form (s) furnished by the County, if applicable.
B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.

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C. Failure to properly complete the proposal.
D. Proposals that do not meet the mandatory requirements.
E. Evidence of collusion among proposers.

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

36. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life,

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property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums:

A. For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.
B. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 ($300,000.00) DOLLARS.
C. For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

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38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

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40. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contact of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

42. SOVEREIGN IMMUNITY

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

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

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44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

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To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here."

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

50. NOTICE
All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

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To the County at:

Hon. Mark A. Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus G. Crowder, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

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*In the event that references in the General Provisions are in conflict with the Special Provision, the Special Provisions shall superceede.

1. PROJECT OVERVIEW

A. Introduction

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

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

It is the intent of the County to award a health care contract for an initial term of twenty-three (23) month period beginning January 1,2012 through September 30, 2013. The County will extend the contract on a year to year basis for up to three (3) additional one-year periods.

B. Description of the Facility

The Galveston County Jail is a minimum, medium and maximum security facility located at 5700 Avenue H in Galveston, Texas. It was opened in 2006. The projected population is 1181 beds.

The medical unit consists of three (3) examination rooms in a clinical setting. One (1) dentist exam room with additional room for onsite dental x-rays and development of x-rays. Two (2) mental health offices, two (2) infection control offices. There is a working pharmacy that maintains an up to date formulary. Medication pass is completed 3 times a day in all housing areas. There are several medical storage rooms for medical supplies, office supplies and educational supplies. There are 115 medical beds that are made up of: 16 negative airflow rooms male and female and 16 full suicide rooms male and female, two male wards that house 48 inmates who meet special needs – (ADA requirements or mentally ill). Two isolation wards that are made up of female – 15 single cells and male– 20 single cells. This is a no movement jail which requires the medical staff to go into housing areas for triage, counseling, treatments, etc. Housing units each have a triage room or a multi-purpose room for patient confidentiality.

Contracted MD provides 24 hours onsite evaluations and 24/7 on-call, including state and federal holidays and during times of natural or man-made disasters. Contracted Dentists provides 8 hours of dentistry on site. Contracted Psychiatrist provides 8 hours of mental health evaluations.

Current staffing consists of:

Nurse Manager (RN) : 1.0 (40 hours/week)
RN's: 4.2 (1 RN – 24 hours/7 days week)
LVN (Includes EMT/Paramedics): 8.4 (2 LVN – 24 hours/7days week)
CCA: (Medical Records) 2.0 (80 hours/Monday – Friday, days)
CCA: (Administrative Assistant) 1.0 (40 hours/week)
Medication Aides: 6.3
Dentist: 0.2 (8 hours/week: 2 days/week – 4 hours)
Dental Assistant: 0.2 (8 hours/week: 2 days/week – 4 hours)

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Psychiatrist: 0.2 (8 hours/week – 2days/week – 4 hours)
Mental Health Professional: 1.0 (40 hours/week – Monday/Friday, days)
Medical Director/Medical Physician: 0.2 (8 hours/week – 2 days – 4 hours)
Mid Level Provider: 1.0 (40 hours/week, Monday – Friday, days)
OB/GYN: 0.05 (2 hours/week)

Total FTE's = 25.75

C. Population Characteristics

The average inmate age is between 17 and 25, average length of stay is 12 months. 53% of the population is white, 47% black, Hispanic, and other counted in white percentile.

Approximately 1469 new inmates are booked into the jail monthly or 18,443 annually (based on the month of June count). The Current inmate population (as of 5/11/09) is 935 consisting of 799 males and 136 females.

2. PROCUREMENT PROCESS

A. Proposal Submission

One (1) original and eight (8) **exact duplicate copies** of the proposal must be submitted no later than **10:00 AM** on **August 25, 2011** to:

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550
e-mail: Rufus.Crowder@co.galveston.tx.us

B. Mandatory Pre-Proposal Conference

A pre-proposal conference is scheduled for Thursday, **August 4, 2011**, at **10:00 AM** in the Purchasing Conference Room, located on the Fifth (5th) Floor of the County Courthouse, 722 Moody Avenue (21st Street), Galveston, Texas, 77550.

Attendance at this conference by all prospective service providers is mandatory. Firms not represented by physically attending and signing the provided attendance log will not be allowed to submit proposals. Service providers planning to attend should contact the Purchasing Agent's office at (409) 770-5373 or by fax (409) 621-7987. Please submit the name, Social Security number, and date of birth for all attendees so that security clearance can be provided for the site visit.

Service providers are requested to submit questions in writing to Rufus Crowder, County Purchasing Agent prior to the pre-proposal conference to facilitate prompt responses. Service providers may also submit questions in writing following the site visit and up until **Thursday, August 11, 2011** at **5:00 p.m.** All questions received and their responses will be mailed and/or e-mailed to all prospective service providers. No inquiries will be addressed by telephone.

C. Schedule of Events

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

	Date
Distribution of RFP	July 21, 2011
Pre-proposal Conference & Site Visit	August 4, 2011
Deadline for questions regarding this proposal	August 11, 2011
RFP Opening	August 25, 2011
Oral Presentation	TBD by County Evaluation Committee
Contract Commencement	January 1, 2012

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D. Oral Presentation

Selected service providers who have submitted responsive proposals may be invited to make an oral presentation. Service providers will be notified regarding dates and times of their presentations. Each presentation shall not exceed one hour which includes 20 minutes for questions and answers. Service providers are limited to four representatives. Service providers shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.

Due to the possibility of proprietary information, service providers will only be allowed to attend their own presentation. Changes to the proposal will not be permitted during the oral presentation.

E. Initial Evaluation

Proposals received will be disclosed to the Evaluation Committee members only. Requests for Proposals will not be publicly opened. The possible need for negotiations or "Best and Final Offers" necessitates the need for privacy.

F. Proposal Disclosures

During the selection process, only the names of those who submitted proposals shall be made public information. No price or staffing information will be released. Service providers are requested to withhold all inquiries regarding their proposals or other submissions until after an award is made. No communication is to be had with any County employee, other than the County Purchasing Agent, regarding whether a service providers proposal was received. Violations of this provision may result in the rejection of a service provider's proposal.

G. Modification of Proposals

A service provider may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. All modifications must be signed by the service provider and be postmarked prior to the submission deadline.

H. Acknowledgment of Addenda

All service providers shall acknowledge receipt of any addenda to this request. Addenda shall be signed by the service providers and included with the service provider's proposal. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive.

I. Signature of Proposals

Each proposal shall give the complete mailing address of the service provider and be signed by an authorized representative by original signature with his/her name and legal title typed below the signature line. Each proposal shall include the service providers Federal Employer's Identification Number (FEIN).

J. Withdrawal of Proposals

A proposal may be withdrawn on written request of the service provider to the County Purchasing Agent prior to the closing date.

K. Proposal Ideas and Concepts

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

L. Evaluation

Each proposal will be evaluated and reviewed for demonstrated competence and qualifications by an Evaluation Committee appointed by the County. In making such evaluation, the team will be guided by the following point system that has 100 points as the maximum total:

• Prior Corporate or professional experience relating to correctional health care contracts	0 to 20 points
• Technical proposal	0 to 20 points
• Recruitment & staffing plan	0 to 20 points

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• References	0 to 10 points
• Quality improvement, utilization review, & risk management plan	0 to 10 points
• Cost	0 to 20 points

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

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

M. Best and Final Offer

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

N. County's Right to Inspect Service Providers Contracts

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

O. Award/Rejection of all Proposals

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

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

Following the contract award, a register of proposals will be prepared and opened to the public after all discussions, negotiations and final awards have been made. Proposal documents such as financial information and trade secrets that are identified and justified by the service provider as confidential and agreed to by County as requiring confidentiality, if permitted by what is commonly known as the Texas Open Records Act, will remain confidential after the award.

P. Dispute After Award

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

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Q. Vendor Expenses

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

R. Format for Proposal

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

S. Proposed Agreement and Alternatives (Options)

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

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

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

T. Indemnification

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

U. Insurance

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

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

(b) Professional liability of one ($1) million per occurrence and three ($3) million per aggregate.

(c) Automobile liability insurance shall be written to cover any automobile used by service provider, its employees and independent contractors. Limits of liability for bodily injury and property damage shall be no less than two ($2) million per occurrence as a combined single limit.

(d) Independent Contractor: Service Provider is to require that each and every licensed independent contractor hired in connection with this contract maintain Professional Liability Insurance of $1 million per occurrence and $3 million per aggregate. It is service provider's responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice.

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(e) Worker's Compensation: Service provider will be required to supply the County with proof of Worker's Compensation insurance or independent contractor's exemption covering service provider while performing work for the County.

(f) Insurance is to be placed with insurers having a Best rating of no less than A-. The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation. Service provider shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Service provider shall be required to maintain annual renewals for the term of this contract.

(g) Service provider shall notify the County immediately upon any changes in the status of its insurance policies. All policies must waive any and all rights to subrogation against the County, its officials, employees and agents. Service provider shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.

(h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, service provider will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with service provider. Such coverage shall be in the amounts set forth in (a) (b) and (d) above.

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

W. Performance Guaranty
Within ten (10) working days of award, the successful service provider will be required to file with the County of Galveston a performance guaranty in the amount equal in value to twenty (20%) percent of the first year's program costs. The performance guaranty shall be effective for the entire contract period. The performance guaranty may be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified check or cashiers check, or an irrevocable letter of credit, approved by and payable to the County of Galveston.

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

1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices.

2) Service Provider Federal Identification Number (FEIN).

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

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

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AA. Subcontracting or Assignment

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

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

BB. Monitoring Performance

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

CC. County's Representative

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

3. CORPORATE OR PROFESSIONAL EXPERIENCE

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

A. Company Profile

1) Specify the date organized to providing health care services in correctional facilities. Include a brief history of the organization, management structure, current services provided, target populations served, and any other relevant information pertinent to demonstrating the firm's capability.

2) Specify corporate experience in providing correctional health care. Include in your discussion:

- number of employees employed by the corporation;
- annualized dollars of payroll; and
- number of years in business.

3) Describe current contracts and include the following information:

- Client name, address, and telephone number;
- Date of original contract and expiration date;
- Number of renewals (if applicable);
- Type and size of facility; and
- Dollar amount of contract.

4) Specify currently operated facilities that are accredited. Include the following information:

- Name of facility;
- Accrediting agency (e.g., ACA, NCCHC, JCAHO); and
- Include dates of re-accreditation.

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5) List all contracts lost, or not renewed (list contact person and telephone number), in the last four years. Please provide a narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.

6) Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the firm's ability to provide services proposed. Service provider shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of corrections health care.

7) Describe other current or anticipated contractual obligations that have been awarded which will coincide with the terms of this contract.

8) Describe experience with similar size County contracts and highlight evidence of achievements in this area.

9) Provide an organizational chart delineating corporate office organizational structure. Include a project organizational chart showing your proposed health service team.

10) Provide a listing of fines incurred under contracts in other jurisdictions for non-performance of duties in whole or in part, which exceed $10,000 for the last three (3) years.

11) List all contracts on which service provider experienced a loss of funds due to fines, delays, damage, liquidated damages, and/or forfeiture of performance bonds in whole or in part.

The service provider is cautioned that it is the service providers sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the service providers proposal. Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

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

B. Financial Statements

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

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

C. Litigation History and Experience

1) Provide a list of all litigation the service provider has been or is currently involved in during the last three years. Including a narrative describing all cases that were settled and amounts of settlement.

2) Describe contracts and experience the service provider has had in operating under consent decrees.

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D. References

1) Submit the names, business addresses, and telephone and fax numbers of at least five (5) individuals and/or organizations who can attest to the service provider's capability to carry out the requirements set forth in this offer.

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

E. Ethics in Public Contracting

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

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

4. STATEMENT OF WORK

The service provider is to establish a program for the provision of comprehensive health care for the Galveston County Jail daily **including all holidays and during times of natural or man-made disasters**. Service provider will develop site specific policies, procedures and protocols to meet constitutional and community standards and, as a minimum, meet current standards of the National Commission on Correctional Health Care (hereafter referred to as NCCHC), Texas Jail Commission and all Texas statues regarding the provision of health services in jails.
The Galveston County Jail presently does not have an electronic medical record system in place. A paper medical record will be generated for each inmate. All forms, evaluations, medical, mental health and dental treatments will be filed in the medical record. All forms used in screenings, evaluation and treatment of the inmates will be approved by the County and or Jail Administration and contain, at a minimum, guidelines established by current NCCHC standards, ACA and Jail Standards.

Note: Medical is currently training and in the process of going from paper to electronic records. Within the next few months, Medical will be completely trained and all forms / records electronic.

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

A. Receiving Screening

Based on the year-end total of *intakes for 2010, there was a daily average of fifty-one (51) intakes per day. Each inmate receives an intake (receiving) screening. Completion of the forms; recording of vital signs; medical, mental health and dental history; and finger stick (If applicable). Completion of the Receiving screening may take from 10 minutes to 25 minutes per inmate based on the inmate's medical / mental health history and/or cooperation.

* The daily average is based on a total of 18,443 intakes from January, 2010 through December, 2010, at 365 days in the year 2010.

1) A receiving screening will be performed on all new inmates by nursing staff immediately upon their arrival at the jail. The receiving screening form will be developed by the service provider and will include, at a minimum, all pertinent information to meet, and or exceed NCCHC standards.

2) The findings of the receiving screening will be recorded on the receiving screening form and entered into the inmate's medical record. Appropriate disposition, based on the findings of the receiving screening shall occur and be documented.

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3) A consent for treatment will be obtained at intake.

4) Inmates, screened at intake, who are unconscious, semiconscious, bleeding, mentally unstable, or otherwise in need of emergent or urgent health care needs will be referred immediately for care to a County approved facility and/or hospital for medical clearance to the County Jail.

5) Immediate health needs are identified and addressed, including but not limited to, finger sticks for diabetics, blood pressure checks, etc. Potentially infectious inmates are isolated according to protocol.

6) A medical record will be established for each new inmate. Intake screening forms and other documents generated at the intake will be filed in the inmate medical record.

7) An explanation of procedures for accessing medical, mental health, (including initial screening) and dental services shall be provided to inmates orally and provided in handbooks given by other jail departments upon their arrival at the jail.

8) health classification for housing and work

9) A PPD (TB skin test) shall be done on each inmate (except an inmate providing documentation of past testing positive for TB). The skin test is to be read by the qualified nursing staff within three (3) days. Any inmate with a positive skin test reaction or with symptoms of TB will be provided with a chest x-ray.

   Note: Presently, the TB skin tests are not given as part of the receiving screening process. PPD's are given within seven (7) days of incarceration and read within three (3) days. The present policy was approved by the Texas Department of Health.

B. Health Assessment

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

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

1) review of the receiving screening

2) complete medical, mental health and dental history and complete physical

3) recording of vital signs, height, and weight; blood pressure; pulse; temperature

4) laboratory and/or diagnostic tests as clinically indicated

5) initiation of therapy, if applicable

6) a review of the results of the health assessment by a board certified primary care physician; The physician must be licensed by the State of Texas.

C. Mental Health Evaluation

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

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D. Annual Health Assessments

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

E. Nurse Triage / Sick Call

Nurse Triage consists of nurses' review of an inmate request for service. This review is completed within twenty-four (24) hours from the date of the request. Inmate requests for service should be date stamped upon being received by the medical department.

Nurses Sick Call is a face-to-face encounter with forty-eight (48) hours of the inmate request.

The Galveston County Jail is a no movement jail requiring all nurse encounters to be performed at individual inmate housing. Service is provided daily including weekends and holidays.

When an inmate has been seen a minimum of two (2) times by a nurse for the same problem, the inmate is then referred to the Provider Sick Call.

F. Provider Sick Call

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

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

G. Sick Call/Segregation Unit

The Galveston County Jail is a no movement jail. Daily sick call, except weekends and holidays, shall be conducted in the segregation units with assessments to be done by the nursing staff and appropriate follow-up care to be provided on a day to day basis.

H. Patient Referrals

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

I. Hospital Care

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

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

Service provider's per capita rates should consider that it will be financially responsible for all medically-related costs based on the following options listed in (1) and (2) below regarding catastrophic limits:

Option 1) Service provider shall be responsible for all primary care services provided on-site and the first $100,000 per inmate per year for costs associated with outside consults and hospitalization, (except for psychiatric hospitalization which shall be the financial

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responsibility of the Gulf Coast Center). This provision pertains to the hospitalization of all inmates, including those with a diagnosis of HIV/AIDS. The County will be responsible for such outside consults and hospitalization which exceeds $100,000 per inmate per year.

Option 2) Service provider shall be financially responsible for **all** medically-related costs associated with the care of an inmate.

Service providers price should indicate prices for both options.

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

1) Have an established Utilization Review Program Committee to determine the appropriateness of all charges associated with each catastrophic case.

2) Pay the health care provider the total amount of the fee that the Utilization Review Committee deems appropriate.

If an inmate has personal health care insurance, the service provider shall make a positive attempt to have that insurance carrier/company pay for all services possible. Should third party reimbursement be achieved, such funds will accrue to the County.

J. Specialty Care and Referrals

Service provider shall make referral arrangements with specialists for the treatment of those inmates with health care problems which may extend beyond the primary care services provided on-site. The service provider shall pay all costs of such care by specialists and other service providers. All outside referrals shall be coordinated with the County for security arrangements.

In September, 2008, Galveston County was hit by a devastating hurricane. Local hospitals sustained major damages and may not be fully operational at this time. Off site referrals will be affected.

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

Service provider shall obtain copies of all diagnosis, treatments, treatment plans and other information related to the off-site referral in a timely manner. Information will be filed in the inmate medical record.

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

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

K. Chronic Care Patients

Service provider shall develop and implement a program for the care of chronic care inmates. The chronic care provided shall entail the development of an individual treatment plan as medically necessary. Chronic care patients shall be provided a review initially with a physician (or mid level provider, if applicable) with follow up as indicated by initial treatment plan.

L. Emergency Care

The service provider shall provide emergency medical services on-site 24 hours per day seven days per week including holidays and during periods of natural or man-made disasters. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The

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service provider shall be responsible for arranging all emergency transportation. The service provider will be responsible for providing emergency treatment to staff and employees of the County who become ill or injured while on the jail premises. Treatment will consist of stabilization and referral to a personal physician or local hospital.

M. Dental Care

The service provider must provide dental services on-site. Dental treatment will be based on patient needs. Service provider will provide dental care in a timely manner and work with Jail Administration to maintain a reasonable inmate waiting period.

N. Ancillary Services

The service provider shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as medically necessary.

A physician shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all STAT reports

X-rays shall be taken by a Texas registered technician and read by a Board Certified or eligible radiologist. The service provider shall ensure that results are reported to the institution within twenty-four hours.

O. Therapeutic Diet Program

Service Provider will monitor and make recommendations for inmates with regard to therapeutic diets. Regular and therapeutic diets shall be evaluated for nutritional adequacy by a registered or licensed dietitian at least every six months. Food services for the County are "contracted out" at this time.

P. Pharmacy Services (Separate Proposal)

1) The service provider shall provide pharmaceutical services for prescription and non prescription medications and all intravenous solutions ordered by the service provider's physicians, mid-level practitioners, and dentists.

2) The service provider shall make provisions for on-site delivery five days per week, on-site stat dose capability for emergencies, and an emergency drug kit. Service provider shall provide, furnish, and supply pharmaceuticals and drugs to the Institution using a "unit dose method of packaging" which is properly labeled.

   The service provider shall maintain a starter dose of medications which if not readily available could compromise the inmate's health status.

3) The service provider shall provide routine consultations regarding all phases of the institution's pharmacy operation. The service provider shall provide oversight of the pharmacy operation with a minimum of quarterly consultant visits and written reviews by a registered pharmacist.

4) The service provider shall develop a formulary and conduct quarterly pharmacy and therapeutic committee meetings.

5) The service provider shall include a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.

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

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Q. Mental Health (Separate Proposal)

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

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

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

1) Screening and orientation of all new arrivals by mental health staff

2) Crisis intervention and referral and/or commitment for inmates who require more intense care than available at the institution;

3) Individual treatment plans, regularly updated, for inmates requiring ongoing monitoring and/or care;

4) Psychiatric evaluation of inmates exhibiting unusual or bizarre behavior;

5) Monitoring of all inmates receiving psychotropic medication, including appropriate laboratory studies;

6) Development of policies and procedures for distribution of psychotropic medication to maximize potential for safety and compliance;

7) Development of suicide prevention procedures to be followed by all health care staff;

8) AIMS assessment for tardive dyskinesia to be accomplished as necessary;

9) Ongoing training of other institutional staff on relevant mental health topics;

10) Thorough documentation of service delivery in the health record;

11) Maintenance of logs, reports, and service delivery; and

12) Participation in administrative meetings and Quality Improvement Program.

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

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

R. Health Education of Inmates

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

S. Transfer of Medical Information

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

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

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T. Medical Records

Service provider shall implement a medical record system at the jail with its own chart forms. The jail is not currently using an automated medical record system.

Note: Medical is currently converting to electronic records.

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

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

U. Infectious Waste Disposal

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

V. Supplies and Equipment

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

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

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

W. County Corrections Staff Services

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

X. Institutional Responsibilities

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

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

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

5. PROGRAM SUPPORT SERVICES

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

A. Continuous Quality Improvement Committee
The service provider shall institute a continuous quality improvement (CQI) committee that will monitor the health services provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan and communication of results.

B. Medical Audit Committee
The program shall also include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.

C. Infection Control
An infection program shall be implemented by the service provider which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws NCCHC standards and Jail standards. The program shall be in compliance with CDC guidelines and OSHA regulations.

D. Inmate Grievances/Complaints
The service provider shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The service provider shall maintain monthly statistics of all grievances filed at the jail, i.e., those with and without merit. All grievance procedures shall be in accordance with the County's regulations. The County reserves the right to review any inmate complaint and review the service provider actions. The service provider must implement the County's recommendations in disputed cases.

E. Policy and Procedures
The service provider shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The County reserves the right to approve policies and procedures of the service provider. The policies and procedures shall be designed to meet NCCHC, ACA standards and Jail standards. The policies and procedures shall be site specific.

F. Utilization Review
The service provider shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

G. Strategic Planning and Consultation
The service provider shall indicate its capability for strategic operational planning and medical and administrative consultation.

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H. Credentialing

The service provider shall specify its credentialing procedures for professional staff employed at the jail. Proof of current license, certifications, registrations and other required position credentials applicable training, etc., shall be maintained on site.

I. Risk Management and Mortality Review

The service provider shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The service provider shall be responsible for establishing and providing evidence of a formal mortality review process. The County risk manager or designee shall be included in any mortality review.

J. Pharmacy and Therapeutics

The service provider shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropics and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required.

K. Safety and Sanitation Inspections

The service provider shall coordinate monthly safety and sanitation inspections of the institution food service, housing and work areas with designated County personnel. The service provider shall make appropriate recommendations for corrections on discrepancies or citations noted.

L. Administrative Meetings and Reports

The service provider shall coordinate with institutional corrections administrator to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.

The service provider shall conduct and maintain minutes of health staff meetings conducted on a monthly basis.

The service provider shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The service provider shall development and implement plans to address/correct identified deficiencies.

M. Statistical Data

The service provider shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the service provider and County agree would be useful to evaluate the health care program and anticipate future needs. The service provider shall prepare statistical reports on a monthly basis. The service provider shall provide a narrative monthly report delineating the status of the health care program which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the vendor shall also be provided on an annual basis.

N. Cost Containment Program

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

O. Accreditation

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

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thereof. Failure to obtain and/or maintain such accreditation shall be grounds for termination of the contract.

6. PERSONNEL SERVICES

A. Recruitment and Credentialing Program

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

An on-site visit to the Jail will be made by all screened candidates prior to employment.

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS
INMATE HEALTH CARE MEDICAL SERVICES
GALVESTON COUNTY, TEXAS

B. On-call responsibility

The on-site medical director, physician, (or mid level, if applicable) and/or Clinic Manager shall be on-call 24 hours per day.

C. Employee Training and Orientation

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

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

The service provider is required to establish a re-certification program for licensed personnel. (i.e. c.e. units, CPR, etc.)

D. Staffing and Schedules

All hours shall be spent on-site at the Institution, except as is other expressly agreed to by the County's Facility Administrator and the service provider. Institution staffing work schedules may be modified for holidays upon the parties' mutual agreement and written consent.

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

All full-time contractual staff shall be on-site for at least 40 hours per week. A 40-hour, on-site week shall consist of a 40-hour work schedule and an additional one-half hour meal period for each shift which is not included in the work schedule.
All contractual staff (both employees and independent contractors) shall be issued a keyless entry card. An electronic record is generated each time the keyless entry card is used. The service provider shall use an automated time clock system or other method which is subject to the approval of the County for the purpose of accounting for clinical time for employees, subcontractors and/or professional staff. **The service provider shall provide staffing analysis.**

E. Absences and Employee Benefits

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

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

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

F. Credit to County

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

SPECIAL PROVISIONS
INMATE HEALTH CARE MEDICAL SERVICES
GALVESTON COUNTY, TEXAS

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

G. Affirmative Action

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

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

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

H. Security

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

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

7. CONTRACT TRANSITION

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

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

1) Recruitment of current and new staff including physicians

2) Subcontractors and specialists

3) Hospital services

4) Pharmaceutical, laboratory, radiology, and medical supplies

5) Identification and assuming current medical care cases

6) Equipment and inventory

7) Medical record management

8) Orientation of new staff

SPECIAL PROVISIONS
INMATE HEALTH CARE MEDICAL SERVICES
GALVESTON COUNTY, TEXAS

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

8. COST PROPOSAL

A. Service providers shall submit their prices according to the following format. Failure to submit all information requested will result in the service provider's proposal being considered non-responsive. Service providers are required to guarantee prices for a minimum of ninety (90) days in order that an award can be made and a contract executed. Service providers will be paid on a monthly basis **after** services have been delivered. Adjustments for staffing and per diem will be made on a quarterly basis.

B. Service provider should include an annual cost of the contract and an inflationary formula based on the medical CPI for this region. The service provider shall include a population per diem per month for approximately 1,000 inmates.

C. Rate A. Service provider shall propose a $100,000 catastrophic limit for off-site medical care per inmate per year.

D. Rate B. Service provider shall propose no off-site catastrophic limits.

E. Price Proposal Sheets

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

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

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

Specialty Physician	Budgeted Hourly Rate

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

Description	Estimated Cost

4) Provide a separate line item cost for pharmaceutical services.

5) Provide a separate line item for pre-employment physical exams.

6) Provide pricing for two options: (1) with all primary care services provided on-site and $100,000 catastrophic limits and (2) with no catastrophic limits for inpatient hospitalization and off-site specialty consults.

7) Provide alternate pricing due to program or staffing changes.

8) Provide a separate line item for mental health services.

9. AGREEMENT

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

EXHIBIT A

CURRENT CONTRACTUAL AGREEMENT

B092027-CM09155
C/C 09/23/2009
Original 2YR Term:
10/01/2009-09/30/2011

Galveston County Jail Inmate Health Services Agreement

This Agreement by and between the County of Galveston ("County") and Correctional Medical Services, Inc. ("CMS") is entered into effective as of the 1st day of October, 2009. It is for the purpose of providing health care services to all inmates incarcerated in the Galveston County Jail except as otherwise specifically excluded by this Agreement. It is also for the purpose of providing limited health care services to County Corrections Staff.

Witnesseth:

Whereas, County is required by state law to provide health care services to individuals incarcerated in the Galveston County Jail ("Jail"); and

Whereas, the objective of the County is to provide for the delivery of health care to Inmates in accordance with applicable law; and

Whereas, County desires to enter into a health care services agreement with CMS to promote this objective; and

Whereas, CMS contracts to provide correctional health care services and desires to provide such services for the County under the terms and conditions hereof;

Now, Therefore, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Article I: Health Care Services.

1.1 General Engagement. County engages CMS to provide and to arrange to provide for the delivery of reasonable and necessary medical, dental, and mental health care to all individuals who are under the custody and control of County and incarcerated at the Jail ("Inmates"). CMS accepts such engagement according to the terms and provisions hereof.

1.2 Scope of Services. CMS will provide and arrange to provide adequate staffing on a regular basis, including state and federal holidays and during natural or man-made disasters such as hurricanes, the following services:

- professional medical, dental, and mental health care (excluding required hospitalization relating to psychiatric care);
- related health care and administrative services for the Inmates, including a program for preliminary health screening of Inmates upon arrival at the Jail;
- comprehensive health evaluation of each Inmate following admission to the Jail;

- regularly scheduled sick call and nursing coverage;
- regularly scheduled physician visits on site;
- mental health services to include on-site and on-call psychiatric physician services;
- medical records management;
- pharmacy services;
- health education and training services;
- a quality assurance program;
- administrative support services; and
- such other medical, dental, and mental health care services, all as more specifically described in County's Request for Proposal Inmate Health Care Medical Services Bid #B092027, CMS'S proposal dated July 14, 2009, and this Agreement. Any applicable statement contained in these documents shall be incorporated into this Agreement regardless of whether specifically restated verbatim herein and the most inclusive service will be provided unless specifically otherwise stipulated by this Agreement. But, any exception to any requirement of County's Request for Proposal Inmate Health Care Medical Services Bid #B092027 placed in CMS' proposal dated July 14, 2009 shall not become a part of this Agreement unless it is specifically stipulated as an exception herein. Also, in the event of any conflict between the terms of this Agreement and CMS'S proposal, the terms of this Agreement shall prevail.

CMS agrees that none of the health care that will be provided to inmates in the County jail facility will be done via telemedicine.

CMS and the County Sheriff's Office will collectively oversee the initial establishment of services in order to ease transition of medical services from County's current medical provider to CMS.

1.3 Medical Specialty Services. CMS will arrange to provide radiology services on site to the extent of the capabilities of a mobile radiology service. Other medical specialty services (e.g. laboratory services, etc.) will be provided on site to the extent reasonably possible. To the extent routine medical specialty care or services is required and cannot be

rendered on site, CMS will make appropriate off-site arrangements within Galveston County whenever reasonable for the rendering of such care. The County will provide a Sheriff's Office vehicle and driver for the transportation of such inmates requiring these routine medical specialty services.

1.4 Emergency Services. CMS professional staff will provide emergency medical treatment to Inmates, visitors and Jail staff as necessary and appropriate on site. CMS, at its expense, subject to the limits of Section 1.5, will arrange off-site emergency medical care as required for Inmates through arrangements to be determined with local hospitals within Galveston County or, if necessary, Harris County. CMS, at its expense, subject to the limits of Section 1.5, will arrange ambulance services for all inmates only for emergency circumstances.

1.5 Hospitalization Services/Annual Cap. CMS will arrange for the admission of any Inmate, who in the opinion of the treating physician requires specialty care and/or hospitalization. The admission of psychiatric inmates who require hospitalization will be coordinated by CMS treating physician with the County's local mental health provider, which is the Gulf Coast Center.

CMS will bear the cost of such hospitalization and specialty care (except for psychiatric hospitalization which shall be the financial responsibility of the Gulf Coast Center) for all inmates. CMS will also pay for the emergency ambulance transfer of all inmates In addition, CMS will bear the cost of other contracted costs, (e.g. laboratory services, radiology services, specialty care, long term facility care, emergency room services, ambulance and other transport services, on-site specialty clinics, dialysis, physical therapy, pharmaceuticals and all outpatient care, including third party network administration and repricing fees, as well as all prosthetics and durable medical equipment). Notwithstanding any other provision of the agreement to the contrary, CMS'S obligation to pay for hospitalization, specialty care, emergency ambulance transfer and other contracted costs shall not exceed a total annual aggregate cap of $100,000 per inmate per contract year, beginning on the first effective day of the contract and continuing for twelve (12) consecutive months.

For purposes of determining the aggregate annual cap amount, CMS shall use the actual cost paid by CMS to offsite and contracted providers as required under contracts negotiated by CMS with such providers.

1.6 Unauthorized Absence. CMS will not be liable for any Inmate health care costs incurred during an unauthorized absence (e.g. jail escape) from the Jail. In the event CMS pays such costs, County will reimburse CMS its costs associated with any such unauthorized absence health care services provided by CMS.

1.7 Inmate Cap Reconciliations and Billings. CMS will provide detailed monthly reporting to the County for all inmates that approach the $100,000 per year annual limit, starting with paid and accrued claims in excess of $75,000 per contract year. Once actual paid claims for an individual inmate exceed the $100,000 threshold, CMS will invoice the

County on a monthly basis for all costs in excess of the $100,000 limit. CMS will provide whatever back-up information requested by the County that substantiates the billing. CMS anticipates the County providing undisputed payments to CMS for all individual inmate invoices within 30 days of the invoice date in accordance with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act.

In the event of a disputed invoice, County agrees to notify CMS in writing of the disputed amount and the basis for the dispute within fifteen (15) days of receipt of such invoice. The parties agree that only payment of the disputed amount may be retained by County until the disputed matter is resolved and that payment of the undisputed balance must be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

At the end of each contract period, CMS will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. CMS will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the County 210 days after the end of the contract period. In the event CMS receives a request for claims reimbursement after the final billing/credit for an expired contract period, upon the final expiration, or early termination of the Agreement, the claim will be returned to the off-site provider unpaid.

1.8 Refusal of Admission of Inmate. Through its receiving nurse or EMT stationed at the booking area of the Jail, CMS may recommend that the Jail refuse to admit to the Jail any Inmate who, in the opinion of CMS, displays signs of needing immediate health care due to untreated injury, illness or communicable disease. This recommendation may remain in effect until that Inmate has been treated and stabilized at a hospital emergency center. In addition, CMS'S receiving nurse or EMT on duty will execute the County's Medical Refusal Slip. In the event CMS fails to exercise this option, CMS will assume responsibility for treatment of said Inmate within the limits of this Agreement.

After an Inmate has received treatment and been stabilized at a hospital emergency center for the injury, illness or communicable disease for which he/she was previously rejected for admission to the Jail, and law enforcement personnel present evidence of such treatment to CMS personnel, that Inmate shall be admitted to the Jail and CMS shall assume responsibility for treatment of said Inmate to the same degree it assumes responsibility for treatment of all other inmates.

1.9 Infant Care. CMS will provide prenatal health services to any pregnant Inmate. CMS personnel will make every effort to arrange transportation for pregnant inmates for delivery upon timely notification of the onset of labor. Health care services will also be provided to the mother during and after birth. Health care services provided to an infant following birth will not be the responsibility of CMS under this Agreement.

1.10 Elective Medical Care. CMS will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the treating physician cause the Inmate's health to deteriorate or pose an undue risk of harm to the Inmate.

1.11 Transportation Services. To the extent any Inmate requires routine off-site health care treatment other than emergency care (e.g. hospitalization, specialty services or health care services as specified in Article 1.5), County will provide appropriate transportation services as requested by CMS using County law enforcement vehicles and drivers. CMS will coordinate through Jail staff the transportation of Harris County and federal prisoners housed at the Galveston County Jail who require medical or emergency care.

1.12 Mental Health Services. CMS has a separate contract with the Gulf Coast Center for mental health services. CMS will coordinate with the Gulf Coast Center for the hospitalization of any inmate who requires such hospitalization due to psychiatric reasons. CMS will be responsible for all other mental health and psychiatric services. Mental health medications (psychotropics) will be included in the pharmacy services provisions of this contract except during periods of hospitalization.

1.13 County Corrections Staff Services. CMS will perform physicals on newly hired County Corrections Staff, up to 50 per annum, in accordance with the requirements prescribed by TCLEOSE Form L2. These physicals include drug screens, and medical and mental health screening. Prior to the time of the physical, County will provide CMS with a description of the duties to be performed by the person subject to the physical. Costs for physicals in excess of 50 per year will be the responsibility of Galveston County at an additional rate of $150 per series.

CMS will also perform annual TB tests on all County Corrections Staff and on all newly hired County Corrections Staff as required by the Texas Commission on Jail Standards.

Annual staff education regarding universal blood-borne pathogen precautions (in accordance with OSHA regulations) will be provided to County Corrections Staff.

CMS professional staff will arrange for ambulance services for County Corrections Staff only in emergency circumstances.

1.14 Pharmacy Services. CMS will provide all reasonable and medically necessary medications, prescription and nonprescription, (including mental health medications) as determined by the provider and Gulf Coast Center to be necessary for Inmates of Galveston County Jail, subject to the limitations below. Mental health medications will be provided in accordance with Section 1.12. Inmates, with the exception of federal prisoners housed at the Galveston County Jail, will be provided prescription medications upon transfer or release as coordinated by CMS.

As to all medications, inasmuch as CMS bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by CMS or its pharmacy vendor will remain the property of CMS and/or its pharmacy vendor.

Article II: Contract Monitoring.

2.1 The County has designated the Galveston County Sheriff and the Executive Director of the Galveston County Health District or their designees as the authorized representatives of the County. Both shall be given full authority to act on behalf of the County in all matters relating to this Agreement including the review of invoices issued by CMS under Article 1.7.

CMS has designated the Chief Operating Officer or her designee or successor as the authorized representative of CMS. He/she shall be given full authority to act on behalf of CMS in all matters relating to this Agreement.

2.2 CMS will provide County on a monthly basis with detailed utilization information concerning primary, specialty and hospital health care services provided for all inmates including but not limited to the following:

- records tracking the number of visits using the Health Services Report Form attached as Exhibit "B";
- details, to the extent CMS has the data,.using appropriate CPT and HCPCS coding standards on all services provided on each inmate sent off-site for services, including but not limited to, injections, treatments, labs, and x-rays;
- information concerning pharmaceutical costs that include the name of each drug dispensed, its dosage, cost and appropriate NDC number; and
- provider of service and date of service on each inmate treated offsite, to the extent CMS has been provided this data.

In addition, CMS and County will work in partnership to develop additional reporting tools for the provision of utilization and financial information to the County for all services provided in association with this Agreement as mutually agreed to, throughout the duration of this Agreement.

2.3 The County shall have the unfettered right to monitor and audit CMS' work in every respect. In this regard, CMS shall provide its full cooperation and insure the cooperation of its employees, agents, and independent contractors. CMS shall also request the full cooperation of its vendors and of its service providers. Further, CMS shall make available

for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other non-proprietary data, records and accounts relating to CMS' work and performance under the Agreement, subject to any restrictions of applicable law, including federal and Texas law regarding confidentiality of medical records. In the event any such material is not held by CMS or any of its service providers in its original form, a true copy shall be provided.

Article III: Personnel.

3.1 Staffing. CMS will provide a medical director and such other medical, dental, mental health, technical and support personnel necessary for the rendering of health care services to Inmates as contemplated herein. Current staffing levels are attached hereto as Exhibit "A". CMS agrees that neither the medical nor the mental health personnel providing services in the County jail facility will be students, or post-graduate medical physicians known as interns or residents.

All on-site personnel, with the exception of the physician, psychiatrist, dentist, optometrist and some allied health professionals like radiology technicians, physical and occupational therapists and the like will be employees of CMS. These individuals may be Independent Contractors or Subcontractors. County expressly consents to such an arrangement but reserves the right to have any such Independent Contractor or Subcontractor removed as set forth in Article 3.3. CMS will use its best efforts to engage Medical Professionals fully qualified in their respective areas of expertise. As the relationship between CMS and these Medical Professionals will be that of independent contractor, CMS will not exercise control over the manner or means by which these Medical Professionals perform their professional duties.

All personnel will meet the requirements and perform the duties as described by CMS in its proposal of July 14, 2009. The health care staff will at a minimum be at levels consistent with the staffing plan proposed by CMS in the Best and Final Offer dated August 27, 2009 and as noted on Exhibit A to this Agreement, for the management and delivery of health care for Inmates of Galveston County (up to 1,200 inmates in most instances).

If the average daily population exceeds 1,060 inmates but is less than 1,200 inmates, staffing will be increased if necessary to meet levels sufficient for the management and delivery of health care for inmates at no additional cost to the County.

If the average daily population exceeds 1,200 inmates for a period of thirty days, CMS reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.

3.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by CMS to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Texas law. Specialty physicians will be Board Certified or Board Eligible.

3.3 County Satisfaction with Health Care Personnel. If County should become dissatisfied with any health care personnel provided by CMS, County will give written notice to CMS of its reasons for dissatisfaction. CMS will exercise its best efforts to immediately resolve the problem and if the problem is not resolved to County's satisfaction, will remove the individual according to CMS' personnel policy or independent contractor agreement.

3.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either CMS or County in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to Inmates as CMS and County may mutually agree.

3.5 Discrimination. CMS will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, CMS will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age or sex.

3.6 Restrictive Covenant. Recognizing among other things the unique services provided by the employees and Independent Contractors of CMS during the term of this Agreement, County will not, directly or indirectly, solicit or engage at the Jail said employees, or said Independent Contractors of CMS during the term of this Agreement (including any renewals thereof) and for a period of one (1) year thereafter without the prior written consent of CMS; provided, however, that this limitation shall not apply to persons who were employed at the Jail immediately prior to the commencement of CMS' services hereunder.

3.7 Credit to County. CMS shall use its best efforts to keep employee (and Independent Contractor personnel) absences or vacancies at an absolute minimum. CMS will use a PRN ("as needed") pool to help minimize vacancies. CMS shall issue a credit consisting of 150% of the hourly salary and fringe benefits for hours of each position vacant after an accumulated period of thirty (30) consecutive days. Credit shall be given for actual positions vacant based upon the number of business days vacant within the calendar month for that position. This credit will not apply to positions that are covered by overtime, PRN, agency or locum staff. Adjustments will be made on a quarterly basis. CMS shall agree that during the term of this Agreement, vacancy rates shall not exceed 10% for each discipline or position (e.g. clerical, medical, dental, nursing, etc.) and that agency staff shall not be used to fill more than 10% of the positions.

3.8 Recognizing the County's responsibility to account for, and control, all funds expended under this Agreement, and the County's responsibility to assure continuity and quality of care, CMS shall submit for prior approval any increase in any wage rate for any employee or independent contractor greater than 3% on an annualized basis and any change in a fringe

benefit, or the cost thereof. In the County's interest of assuring security and delivering quality care, the County shall retain the right to approve the hire, and require the termination of any CMS employee, or independent contractor, performing work under this Contract. CMS shall also not change the contents of its employee handbook without prior approval. Unless directed by the County, the staffing hours, job classifications, and duties of employees included in this proposal shall not be changed.

Article IV: Accreditation.

4.1 CMS warrants it will take all reasonable steps to maintain the facility's accreditation by the National Commission of Correctional Health Care for Jails. CMS will conduct these activities at its cost throughout the length of this agreement and any renewals thereof. CMS will not be held responsible for lack of NCCHC accreditation if the reason for failure to maintain accreditation is primarily out of the control of CMS (i.e., physical plant, etc.). CMS will notify the Jail Administration when CMS become aware of any situation which would preclude the Jail from maintaining its accreditation within a time frame that will allow the Jail to address the situation.

Article V: Education and Training.

5.1 Inmate and Staff Health Education. CMS will conduct an ongoing health education program for Inmates and County Corrections Staff at the Jail toward the objective of raising the level of Inmate health and health care. This health care education program will include such programs as are specified in CMS' proposal dated July 14, 2009.

Article VI: Reports and Records.

6.1 Medical Records. CMS will cause to be maintained a traditional paper medical record (including paper records of all prescriptions) for each Inmate who has received health care services. Medical records will be kept, at a minimum, for the time period required by Texas State Library and Archives Commission Local Records and Retention Schedules. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A summary of the applicable medical record will be available to accompany any Inmate who is transferred from the Jail to another location for off-site services or to a state prison or psychiatric ward. Medical records of Harris County inmates and federal prisoners housed at the Galveston County Jail will accompany such prisoner when he/she is transferred. All Medical records of any inmate will be made available to the authorized County officials upon request and as otherwise authorized by law. Otherwise, medical records will be kept confidential, and CMS will follow the County's policy with regard to access by Inmates and Jail staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by CMS except as provided by this Agreement, by County's policy, by a court order, or otherwise in accordance with applicable law. All medical records are the property of the County and will remain with the County upon expiration or early termination of this Agreement.

6.2 Regular Reports by CMS to County. CMS will provide monthly and annual reports to County containing an analysis of health care services rendered hereunder. The formats and reports provided will be as mutually agreed upon. At a minimum, these mutually agreed upon monthly and annual reports will contain sufficient data and other non-proprietary information, including but not limited to the data and information set forth in Article 2.2 above, to enable County to prepare a request for proposal of such depth for subsequent jail health care service providers to make informed proposals.

6.3 Inmate Health Insurance. CMS will use its best efforts to seek and obtain from any Inmate, other than federal prisoners housed by the Galveston County Jail, information concerning any private health insurance the Inmate might have that would cover services rendered by CMS hereunder, and County will cooperate fully with CMS in its efforts to secure this information. CMS will provide off-site providers with any private health insurance information it obtains on any inmate who is forwarded to the off-site providers for treatment.

6.4 Fee for Service Program. In the event the County decides to implement a Fee for Service Program during the term of this Agreement, CMS will assist County, in developing a fee for service program for inmates. Included in this program will be a process for County collecting such fees. Such program will exclude federal prisoners housed at the Galveston County Jail. CMS will not be responsible for the actual collection or accounting of inmate fees.

6.5 Inmate Information. In order to assist CMS in providing the best possible health care services to Inmates, County will provide CMS with information in County's possession pertaining to Inmates that CMS identifies and requests as is reasonable and necessary for CMS adequately to perform its obligations hereunder.

6.6 CMS Records Available to County with Limitations on Disclosure. CMS will make available to County, at County's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that County understands that the systems, methods, procedures, written materials and other controls employed by CMS in the performance of its obligations hereunder are proprietary in nature and will remain the property of CMS and may not, at any time, be disclosed, used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or defense of litigation (subject to a mutually agreed upon protective order) or unless such disclosure is approved in advance in writing by CMS or unless such disclosure is required by what is commonly referred to as the Texas Open Records Act. But, nothing shall preclude County from sharing this information with any third party acting on County's behalf who has been retained to assess the costs incurred by CMS and/or the County in providing services under this Agreement, provided such third parties agree such use shall be limited to reporting to the County on methods of cost, control or related purposes; otherwise the third parties must agree to maintain the confidentiality of such records provided by CMS.

In the event a request is made to County under the Texas Open Records Act, the County will advise CMS of the request so that CMS may pursue any right it has under the Act.

6.7 County Records Available to CMS with Limitations on Disclosure. During the term of this Agreement and for the time period thereafter required by the Texas State Library and Archives Commission Local Records and Retention Schedules. County will keep and provide CMS, at CMS's request and expense, such County records relating to the provision of health care services to Inmates as may be requested by CMS or as are pertinent to the investigation or defense of any claim related to CMS' conduct. County will make available to CMS such records as are maintained by County, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent County has any claim to those records) as CMS may reasonably request consistent with applicable law; provided, however, that any such information released by County to CMS that County considers confidential will be kept confidential by CMS and will not, except as may be required by law, be distributed to any third party without prior written approval by County.

6.8 Inmate Grievances. CMS shall specify the policies and procedures to be followed in dealing with inmate medical complaints or inmate requests for medical treatment regarding any aspect of the health care delivery system. CMS shall maintain monthly statistics of all medical grievances and requests filed at the Jail, i.e., those with and without merit. All medical grievance procedures shall also be in accordance with the County's regulations and shall be approved by County prior to their implementation. The County reserves the right to review any inmate complaint or request and to review CMS'S actions. CMS must implement the County's recommendations in disputed cases, provided such recommendations are not contrary to the best medical judgment of the CMS Medical Director.

Article VII: Security.

7.1 General. CMS and County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of CMS, as well as for the security of Inmates and Jail staff. County will provide security services satisfactory to CMS and sufficient to enable CMS and its personnel safely to provide the health care services called for hereunder. CMS and its personnel (regardless of their status as CMS employees, contractors or subcontractors) shall be subject to and shall comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the personnel being denied access to the Jail. In this event, CMS shall provide alternate personnel to supply services, described herein, subject to the County's approval.

7.2 Security Off-Site. County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Jail and any other location for off-site services as contemplated herein. Security for federal prisoners may be provided by the United States Marshall.

7.3 Fraternization with Inmates. CMS will provide training for its medical staff and its personnel that fraternization between such individuals and inmates is prohibited.

Article VIII: Office Space and Equipment.

8.1 Office Space and Support. The County agrees to provide CMS with office space, examination rooms, and utilities, except for long-distance phone services (which will be credit card or billed to CMS) to enable CMS to perform its obligations and duties under the Agreement. CMS shall be responsible for special line charges relating to facsimile equipment.

8.2 Delivery of Possession. County will deliver to CMS on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Jail's health care facilities that is County's property. All medical equipment maintenance is the responsibility of CMS.

8.3 Supplies. CMS warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable CMS to properly perform its obligations hereunder. All unused supplies purchased for use in the County Jail will be transferred, at no additional cost, to the County at the expiration or early termination of this Agreement.

8.4 General Maintenance Services. County will provide for each Inmate receiving health care services no less than the full range of non-medical services and facilities provided by County for other Inmates at the Jail including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

Article IX: Term and Termination of Agreement.

9.1 Contract Term. This Agreement will be effective for an initial term of two (2) years commencing as of 12:01 A.M. on October 1, 2009 and expiring at 11:59 P.M. on September 30, 2011. CMS and County may mutually agree to renew this Agreement on the same terms and conditions for periods of one (1) year each. Each renewal is to be executed in the form of an Amendment to the Agreement extending the contract period. The County must exercise an option to renew not earlier than ninety (90) days before expiration of the contract or renewal period and not later than thirty (30) days prior to the end of the contract or renewal period. CMS will automatically renew the Agreement (subject to Section 9.2 (e) and Section 10.2 hereof) unless CMS provides notice of non-renewal to Galveston County at least 180 days prior to the expiration of the contract or renewal period. Any renewal may not cover more than one year, and the total period of this Agreement, including the primary term and all renewals, may not exceed a maximum combined period of five (5) years.

9.2 Termination. Notwithstanding the provisions of Section 9.1 hereof, this Agreement may be sooner terminated on the first to occur of the following:

(a) Termination by Agreement. In the event County and CMS mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.

(b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving notice shall have the right immediately to terminate this Agreement.

(c) Termination by CMS for Special Situations. CMS may terminate this Agreement immediately upon the occurrence of any of the following:

(1) Failure of the governing body of County to authorize or appropriate funds sufficient for County to meet its obligations hereunder;

(2) Disavowal or repudiation of this contract by any authorized agent of County;

(3) Insolvency, bankruptcy, or receivership of County;

(d) Termination by County for Special Situations. County may terminate this Agreement immediately upon occurrence of any of the following.

(1) Failure of Appropriation. This contract is subject to the appropriation of funds by the Commissioner's court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioner's Court. The failure of the Commissioner's Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of the contract.

(2) Acceptance of Gratuity. The County may terminate this contract if, after notice and hearing by the Galveston County Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift, or otherwise, was offered or given by CMS, or any agent or representative of CMS, to any officer or employee of

County with the intent to: (i) secure a contract; or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to CMS of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this Section, the County is entitled to: (i) pursue the same remedies against CMS as it can pursue in the event of breach by CMS; and (ii) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law.

(e) Termination by County for Convenience. County may terminate this Agreement without cause or for convenience by giving CMS at least one hundred twenty (120) days prior written notice.

(f) Termination by CMS for Convenience. CMS may terminate this Agreement without cause or for convenience by giving the County at least two hundred seventy (270) days prior written notice.

9.3 Responsibility for Inmate Health Care. Upon expiration or termination of this Agreement, responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off site will no longer be the responsibility of CMS.

9.4 Dispute Resolution. The parties agree to meet on a regularly scheduled basis but in no event less than once a month. The Sheriff's Office shall approve scheduled meeting dates, but such approval shall not be unreasonably withheld. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved short of litigation will be submitted to non-binding mediation to be held in Galveston County, Texas. The cost of the mediation will be shared equally by the parties. Compliance with this Article will be a mandatory prerequisite to the institution of litigation by either party.

Article X: Compensation.

10.1 Base Compensation. County will pay CMS the sum of Three Million, Seven Hundred Ninety Nine Thousand, Nine Hundred Ninety One and no/100th Dollars ($3,799,991.00) for the first 12 months of this Agreement, payable in twelve equal monthly

installments of Three Hundred Sixteen Thousand, Six Hundred Sixty Five and 92/100th ($316,665.92). In addition, for the mental health services rendered by CMS, County will notify Gulf Coast Center that Gulf Coast Center is to pay CMS the sum of One Hundred Seventy Thousand and no/100th Dollars ($170,000.00) for the first twelve months of this Agreement, payable in twelve equal monthly installments of Fourteen Thousand, One Hundred Sixty Seven and 67/100th Dollars ($14,167.67).

These combined sums are for the management and provision of all on-site and off-site, (subject to the total annual aggregate cap, as defined in Section 1.5), medical, dental and mental health (excluding hospitalization relating to psychiatric care) care for the inmates of the Galveston County Jail and for the coordination by CMS physicians of all hospital care for psychiatric services with Galveston County's mental health care provider. It also includes, likewise subject to the provisions of Section 1.5, all pharmaceuticals, including mental health medications as described in 1.12 and 1.14 of this Agreement, and medical supplies and any other costs involved in the provision of health care according to the terms of this Agreement and the exhibits from the proposal attached hereto.

CMS will bill County (15) fifteen days before the first day of the month of service and County will remit payment to CMS in accordance with the provisions of the Texas Prompt Payment Act (Texas Government Code Chapter 2251). In the event this Agreement should terminate on a date other than the end of the calendar month, compensation to CMS will be pro rated accordingly for the shortened month.

10.2 CPI Escalator. After the initial year of the Agreement and for each subsequent renewal, the compensation to be paid CMS will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region, plus three percent (3%). But, in no event will the combination of the increase in the medical care component plus the three percent (3%) exceed a total of six percent (6%). The CPI escalator applied to the compensation under the Agreement will also be applied to the compensation for mental health services to be funded by the Gulf Coast Center. In the event the Gulf Coast Center cannot fund the applicable CPI, this Agreement will increase by the annual CPI for services under this Agreement as well as the Gulf Coast Center Agreement.

10.3 Changes in Inmate Population. During the first twelve months, a per diem will be applied in the event of an increase in the Inmate (as defined in Article 1.1) population of 1,060 during any calendar month. If the average daily population increases beyond 1,060 during any calendar month during the first twelve months, a per diem of Four and 22/100 Dollars ($4.22) will be charged for each inmate beyond the 1,060 up to 1,200. After the initial year of the Agreement and for each subsequent renewal, the per diem rate charged for each inmate beyond the 1,060 up to 1,200 during any calendar month, will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region, plus three percent (3%), not to exceed six percent (6%).

Should the population exceed 1,200 inmates during any contract year, CMS reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.

The average daily population is defined by adding the inmate counts each day for every day in the month and dividing by the number of days in that month. The inmate count will include all inmates for which CMS is responsible for providing medical, dental or mental health services under the contract regardless of the length of incarceration or physical location of the inmates at the time of the daily count. The inmate count will be performed by County in a manner consistently applied over the life of the Agreement.

10.4 Billing for Federal Prisoners. CMS will coordinate the off-site care of Harris County inmates and federal prisoners housed at the Galveston County Jail as it does for other Galveston County Jail inmates. However, the federal government will be direct billed by the provider for any federal inmate's off-site care, including specialty care and/or hospitalization. Should for any reason, any money be collected by CMS due to the payment by the federal government, CMS shall refund those monies to the County on a quarterly basis.

10.5 Harris County Inmates. Harris County inmates are those who have been transferred from the Harris County Jail to the Galveston County Jail pursuant to an agreement between the two counties dated effective October 1, 2009. The County will ensure that appropriate processes are in place that allow clear delineation and tracking of Harris County inmates from the Galveston County inmate population. Harris County inmates will be provided the same medical services and treatment as are provided by CMS to Galveston County inmates.

10.6 County Indigent Health Care Program. In the event the County implements an Indigent Health Care Program that covers Galveston County inmates, the parties will meet and, in good faith renegotiate the reduction in compensation to be paid by the County to CMS under this Agreement. If the parties fail to reach an agreement regarding the reduction in compensation or service requirement changes within thirty (30) days, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, CMS may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

. Article XI: Liability and Risk Management.

11.1 Insurance. CMS shall at its own expense be required to carry the following minimum insurance coverages:

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

(b) Professional liability of one ($1) million per occurrence and three ($3) million per aggregate.

(c) Automobile liability insurance shall be written to cover any automobile used by CMS, its employees and independent contractors. Limits of liability for bodily injury and property damage shall be no less than two ($2) million per occurrence as a combined single limit.

(d) Independent Contractor. CMS is to require that each and every licensed independent contractor hired in connection with this contract maintain Professional Liability Insurance of $1 million per occurrence and $3 million per aggregate. It is CMS'S responsibility to require that proof of this coverage is maintained and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice.

(e) Worker's compensation. CMS will be required to supply the County with proof of Worker's Compensation insurance or independent contractors exemption covering CMS while performing work for the County.

(f) Insurance is to be placed with insurers having a Best rating of no less than A-. The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation. CMS shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. CMS shall be required to maintain annual renewals for the term of this contract.

(g) CMS shall notify the County immediately upon any changes in the status of its insurance policies. All policies must waive any and all rights to subrogation against the County, its officials, employees and agents. CMS shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification.

(h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, CMS will be required to

purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with CMS. Such coverage shall be in the amounts set forth in (a) (b) and (d) above.

11.2 **Indemnification. CMS agrees to assume all risk and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, employees and agents from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, which shall arise from or result directly or indirectly from the work or materials supplied under this Agreement, provided, however, that CMS will not be responsible for any claim arising out of the County's or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered by CMS or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to CMS for service; or (iii) own acts or omissions, including negligence or willful misconduct.**

County agrees to notify CMS' Legal Department in writing within thirty (30) days after County has received notice of a claim presented by an inmate's attorney or service of a lawsuit filed against Galveston County by any inmate pertaining to the rendition of medical services of failure to render medical services to an inmate in the Galveston County Jail.. CMS' indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to CMS. In the event CMS provides indemnification as set forth above CMS shall have the right to control the defense and/or settlement of the claim.

11.3 Changes in Scope: Notwithstanding anything herein to the contrary, if:

(i) any applicable law, statute, rule, regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the County or its respective officers or agents) is adopted, implemented, amended or changed; or if

(ii) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition;

and if any such change in scope as described in (i) or (ii) materially affects the cost to CMS of providing health care services or impacts the scope of services or staffing hereunder, CMS and the County agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a requested change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service

requirement changes within the foregoing thirty (30) day period, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, CMS may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

Article XII: Miscellaneous.

12.1 Independent Contractor Status. County expressly acknowledges that CMS is an "Independent Contractor". Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which CMS or its subcontractors perform hereunder.

12.2 Delegation. This Agreement may be delegated by CMS to another corporation. But, CMS shall not delegate this Agreement, in whole or in part, to any other corporation without the express prior written consent of the County. Such consent, if granted, shall not relieve CMS of any of its responsibilities under the Agreement. County and CMS each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

12.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

(a) County:

Hon. James Yarbrough
County Judge
County Courthouse, 2nd Floor
722 Moody
Galveston, TX 77550

With a second copy to:

Harvey Bazaman
Director
County Legal Department
County Courthouse, 5th floor
722 Moody
Galveston, TX 77550
Fax (409) 770-5560
Email:Harvey.Bazaman
@co.galveston.tx.us

With a third copy to:

Harlan "Mark" Guidry , M.D., M.P.H.
Director
Galveston County Public Health District
1207 Oak
P.O. Box 939
La Marque, TX 77568
Fax (409) 938-2243

With a fourth copy to:

Bruce A. Hughes, CPPO, CPPB
County Purchasing Agent
Galveston County Purchasing
P.O. Box 1418
Galveston, TX 77553
Fax (409) 770-5396

(b) CMS

Vickie Bybee
Chief Operating Officer
12647 Olive Boulevard
St. Louis, MO 63141

with a copy to:

Todd Aschbacher
General Counsel
12647 Olive Boulevard
St. Louis, MO 63141

12.4 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, and venue shall lie in Galveston County, Texas.

12.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12.6 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.

12.7 Enforcement. In the event either party incurs legal expenses or costs to enforce the terms of this Agreement through litigation, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees.

12.8 Force Majeure. CMS or the County shall not be deemed in violation of this Agreement if either are prevented from performing any of their obligations hereunder for any reason beyond their control, including, without limitation, inmate disturbances, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, hurricanes, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party.

12.9 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 and enforceable in accordance with its terms.

12.10 Mergers, Acquisitions. If there is a direct merger or acquisition of CMS by another firm, the following documents must be submitted to the County:

(1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices.

(2) CMS' (or new entity) Federal Identification Number (FEIN)

12.11 General Certification. CMS certifies that it: (i) is a duly qualified, capable, and otherwise bondable business entity; (ii) is not in receivership and does not contemplate going into receivership; (iii) has not filed for bankruptcy; and (iv) is not currently delinquent with respect to payment of property taxes within County.

12.12 Warranty Against Contingent Fees. CMS warrants that it has not employed or retained a person or selling agency to solicit or secure this Agreement with an agreement or understanding for a commission, percentage, brokerage, or contingent fee. This warranty does not apply to a bona fide employee or established commercial selling agency maintained by CMS for the purpose of securing business. If this warranty is breached, County may: (i) terminate this Agreement without liability; or (ii) deduct from the contract price for consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

12.13 Benefit. This Agreement is intended to inure only to the benefit of CMS and County. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

12.14 Meaning of Words. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.15 Tense, Number and Gender. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other gender.

12.16 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

12.17 Taxes. Galveston County, Texas is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished upon request.

12.18 Sovereign Immunity. Each party specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract.

12.19 Applicable Laws. County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules and regulations.

12.20 Opinion of Counsel. This Agreement is contingent upon issuance of approval by counsel for County substantially in form and content as set forth below.

12.21 Authority. Each party represents and warrants for itself that the individual executing this Agreement on its behalf has full power and authority to do so, and this Agreement constitutes the legal, valid, and binding Agreement of each such party.

In Witness Whereof, the parties have set their hands and seals hereto as of the day and year first above written.

The Rest of This Page has Intentionally Been Left Blank

Correctional Medical Services, Inc. ("CMS")

By: _____ VB at
Vickie Bybee
Chief Operating Officer

Date: 9/22/09

County of Galveston

By: _____
James D. Yarbrough
County Judge

Date: 9/23/9

Attest: _____
Mary Ann Daigle
County Clerk

Approved as to Form:

_____ 9/23/09
Harvey Bazaman, Director
Galveston County Legal Department

Depts\purch\Jail Inmate Contract 2009 Draft Six

Exhibit A

Position	FTE	Hours / Week
Medical Director	0.60	24
Dentist	0.40	16
Administrator	1.00	40
Director of Nursing	1.00	40
Midlevel Provider	1.00	40
RN	0.60	24
RN - Chronic Care	1.00	40
LVN	8.00	320
LVN - Infection Control	1.00	40
Medical Technician	4.20	168
Paramedic	4.20	168
Administrative Assistant	1.00	40
Medical Records Clerk	2.00	80
Dental Assistant	0.40	16
Subtotal for County	**26.40**	**1,056**
Psychiatrist	0.40	16
Mental Health Professional	2.00	80
Subtotal for Gulf Coast	**2.40**	**96**
Total Jail Staffing	**28.80**	**1,152**

Exhibit B

CORRECTIONAL MEDICAL SERVICES HEALTHCARE SERVICES REPORT

Facility Name: _____ **Report Date:** _____

Statistics Reported for_____(month) _____(year)

	CLINICAL ENCOUNTERS	Psychiatrist	Psychologist	MSW	Social Worker	MD	MidLevel	Nurses	Totals
1	Sick Call Encounters-Inmate Generated								
2	Sick Call Encounters-Staff Generated								
3	Segregation Encounters-Inmate Generated								
4	Segregation Encounters-Staff Generated								
5	Receiving Screenings								
6	Transfer Screenings								
7	Intake Screenings								
8	Routine Health Physicals								
9	Chronic Care								
10	Prelock up Encounters								
11	**Total Clinical Encounters**								

	CHRONIC CARE STATISTICS	
12	Endocrine (diabetes, thyroid disorders, endocrine abnormalities)	
13	Cardiovascular (hypertension, cardiac disease)	
14	Pulmonary (asthma, COPD)	
15	Neurology (seizures)	
16	Infectious Diseases (TB, HIV, etc)	
17	General Medicine/Special Needs	
18	Hepatitis C Chronic Care Clinic	
19	Total chronic care encounters	

	ON-SITE SPECIALTY CARE	Completed
20	Total On-site Specialty Care	

	PREGNANCY STATISTICS	
21	Number of pregnant patients admitted during the month	
22	Number of pregnant patients on-site at the end of the month	
23	Number of pregnant patients discharged during the month	
24	Number of deliveries for the month	

	OFF-SITE SPECIALTY CARE	Completed
25	Total Off-site Specialty Care	

INFIRMARY STATISTICS		
26	Number of beds that the unit is licensed for	
27	Number of Observation Days	
28	Number of patient placed in an "Observation Bed" during the month	
29	Number of patients admitted into an infirmary bed during the month	
30	Total number of infirmary days for those patients noted on line 28 & 29	
COMMUNITY HOSPITAL STATISTICS		
31	Number of emergency room visits during the reporting month	
32	Number of community hospital admissions during the reporting month	
33	Total number of hospital days for those patients reported in line 32	

DENTAL STATISTICS		Completed	Pending Services	
			Less	Plus
34	Total examinations at this site			
35	Total X-rays			
36	Total Extractions			
37	Total Fillings			
38	Total Cleanings			
39	Total Dentures Deliveries			
40	Total Services at this site			
LAB SERVICES				
41	Number of Lab Studies performed On-site			
42	Number of Lab Studies sent to Off-site lab			
X-RAY SERVICES				
43	Number of Radiology Studies performed at this site			
44	Number of Radiology Studies sent to a non-ADC facility			
PHARMACY STATISTICS				
45	Number of patients on non-psychotropic medications			
46	Percentage of population on non-psychotropic medications			
47	Number of patients on psychotropic medications			
48	Percentage of population on psychotropic medications			
HEAT RELATED ILLNESS STATISTICS				
49	Heat cramps			
50	Exhaustion			
51	Strokes			
52	Other heat related injuries (headaches, sunburns, heat rashes or other heat related conditions not listed in line 45, 46 or 47)			
53	Total heat related injuries			

ALTERCATIONS		
54	Inmate vs Inmate	
55	Inmate on staff - Body fluids	
56	Inmate on Staff - With weapon	
57	Inmate on Staff - Without weapon (excludes body fluids)	
MORTALITIES		
58	Number of Deaths this month	
59	Number of Deaths this year	
HEPATITIS		
60	Number interviewed for high risk Hepatitis C factors	
61	Number given education in prevention of Hepatitis C	
62	Number of Hep C screening labs performed	
63	Number of positive Hepatitis C lab results	
64	Number of HCV EIA tests performed	
65	Number of tests for Hep. C viral RNA performed	
66	Number of new cases enrolled in CCC for Hep. C	
67	Number of newly diagnosed Hepatitis A	
68	Number of newly diagnosed Hepatitis B	
69	Number of newly diagnosed Hepatitis C	
70	TOTAL number of inmates in Hepatitis C Chronic Care	
71	Number of inmates receiving Interferon therapy	
72	Number of liver biopsies	

Upon motion of County Judge Yarbrough, seconded by Commissioner Doyle, and carried; It is Ordered by the Court that execution of the following Amendment to the Jail Inmate Health Services Agreement be and is approved.

22

CMS
Correctional
Medical Services

March 24, 2010

Honorable James Yarbrough
County Judge
County Courthouse, 2nd Floor
Galveston, TX 77550

Dear Judge Yarbrough:

Pursuant to Section 11.1(d) of the Jail Inmate Health Services Agreement between Galveston County and Correctional Medical Services, Inc. ("CMS") dated October 1, 2009 (the "Agreement"), CMS is to require that each licensed independent contractor carry professional liability insurance of $1,000,000 per occurrence and $3,000,000 aggregate. We are interested in contracting with an OB/GYN physician to provide onsite services at the jail. The provision of this service onsite will greatly benefit the jail as it will decrease the number of referrals that have to be sent offsite for this service, thereby saving transportation and security costs as well as creating a safer public environment. The physician with whom we want to contract carries insurance limits of $100,000 per occurrence and $300,000 aggregate. In talking with Mainland Medical Center, it appears this level of coverage is typical of many of the physicians practicing there and is the community standard for the area.

The physician would provide services onsite as necessary, likely not more than 2 hours per week. We believe that a one-time exception to Section 11.1(d) of the Agreement, enabling us to contract with this individual, is in the best interests of Galveston County and CMS.

If you agree to the requested exception, please sign and return a copy of this letter to me at the address below. Thank you for your attention to this request and please contact me at 314-919-9114 or at cspeers@cmsstl.com should you have any questions or need further clarification.

Sincerely,

CORRECTIONAL MEDICAL SERVICES, INC

Carrie Speers

Carrie Speers
Regional Vice President

RECEIVED
MAR 25 2010
GALVESTON COUNTY JUDGE

12647 Olive Boulevard • PO Box 419052 • St. Louis, Missouri 63141-9052 • 800.325.4809

The County agrees to the request for exception described above.

Honorable James Yarborough
County Judge

4/14/2010
Date

cc: Harvey Bazaman
Freddie Poor
Mike Henson

- - - - - - - - - -

SECOND AMENDMENT TO AGREEMENT BETWEEN GALVESTON COUNTY and CORIZON, INC. A/K/A CORRECTIONAL MEDICAL SERVICES

1. This **Second Amendment to Agreement** is entered into between the **County of Galveston** and **Corizon, Inc. a/k/a Correctional Medical Services, Inc. ("CMS")** . Its purpose is to extend the term of the current Agreement between the parties for an additional one-year period.

2. The parties entered into an agreement to provide health care services to the Galveston County Jail beginning October 1, 2009. A copy of the agreement may be found in the September 23, 2009 Commissioners' Court Minutes located in the Official Microfilm Records of the County Clerk of Galveston County, Texas.

3. By letter dated September 9, 2010, CMS notified the County that the compensation to be paid by the County for the period of time beginning October 1, 2010 would increase from $3,799,991 to $4,027,990. Although CMS also initially sought to increase the base billing for the Gulf Coast Center, by email dated October 7, 2010 CMS agreed to waive the increase and to maintain the amount paid by the Gulf Coast Center at $170,000.

4. The parties amended the Agreement on one prior occasion. This amendment, which reduced the amount of professional liability coverage to be paid by the OB/GYN physician providing onsite services at the jail may be found in the Commissioners' Court minutes of April 14, 2010.

5. Article IX of the Agreement provides that the Agreement may be renewed for periods of one (1) year each up to a maximum of an additional three (3) years. The parties mutually desire to renew this agreement for a period of three months, beginning October 1, 2011 and ending December 31, 2011.

6. The parties agree that the base compensation to be paid CMS for the three months beginning October 1, 2011is $4,269,669, payable in twelve equal monthly installments of $355,805.75 each. This is a 6% increase in cost as is provided for in the Original Agreement. This annualized price of $4,269,669 will be adjusted to reflect the actual change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region (Series ID CUUR0300SAM) from October 1, 2010 through September 30, 2011 plus three percent (3%) up to a maximum adjustment of six percent (6%). The actual CPI will be computed by the parties within fifteen (15) business days of the publishing of the September 2011 CPI values by the US Bureau of Labor Statistics.

7. If warranted by the actual CPI computation, the County will be issued a credit memo or refund, whichever is appropriate, by CMS for any of the months previously invoiced at $355,805.75 (October, November, and December, 2011) within thirty (30) days of the actual CPI publishing. The base billing for the Gulf Coast Center will not increase. In addition, in accordance with Section 10.3 of the Agreement, the per diem increase for each inmate exceeding 1,060 will be increased from $4.47 to $4.74 per day.

8. All provisions in the original Agreement that are contrary to the provisions in this amendment are deemed amended so as to be in compliance with the terms of this amendment.

9. All other provisions of the Agreement will remain the same.

10. The parties further agree that the Agreement dated effective October 1, 2011 and the amendment listed in paragraph four above constitute the complete understanding of the parties. No other representation, oral or written, between the parties, shall be of any force and effect unless specifically stated in writing in either the Agreement effective October 1, 2011 or these two amendments.

Executed the _____day of_____, 2011.

Galveston County

By: _____

Mark Henry, County Judge

Attest:

_____

Dwight D. Sullivan, County Clerk

Corizon, Inc. a/k/a Correctional Medical Services, Inc.

By: Todd Sparlin

Todd Sparlin
Vice President Finance

JCS
am

depts\purchGalveston CMS 2009 Second Amendment

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 ***office***
(409) 621-7987 ***fax***

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

Conflict of Interest Forms

Conflict of Interest Reporting:

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176.

A blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us. Blank CIQ Forms may also be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if required. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176.

In the event Proposer believes that it is not required to file the CIQ Form, then Proposer hereby **CERTIFIES** that by submission of its proposal without the enclosed copy of the filed CIQ Form, that Proposer is not currently required to file a CIQ Form.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

All information provided on the submitted forms must be typed or plainly and legibly handwritten in blue or black ink. In addition, wherever signatures are requested, the name(s) of the person(s) signing must be printed or typed directly beneath the signature line.

Any document that is deemed not legible may cause vendor status to be suspended or denied until corrected.

Forms CIS and CIQ must be filed with the County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Criminal Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

If you are required to report under Chapter 176 of the Texas Local Government Code, it is your sole responsibility to comply with the reporting requirements. Compliance with Texas Local Government Code Chapter 176 is the individual responsibility of each local government officer, individual, business, and agent, as applicable. Chapter 176 provides that failure to comply with the reporting requirements is an offense.

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

1.

Business Name:	
Attention Line:	

2.

Physical Address:			
City:		State:	Zip+4:

3.

Billing / Remit Address:			
City:		State:	Zip+4

4.

Main Contact Person:	
Main Phone Number:	
Fax Number:	
E-mail Address:	

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____

Signature of person doing business with the governmental entity

_____

Date