# Special, 6/6/2023 10:30:00 AM

BE IT REMEMBERED that on June 06, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

When the following proceedings were had and orders made, to-wit:

Jeff R. Branick, County Judge Vernon Pierce, Commissioner, Precinct One Cary Erickson, Commissioner, Precinct Two Michael S. Sinegal, Commissioner, Precinct Three Everette "Bo" Alfred, Commissioner, Precinct Four



## NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS June 06, 2023

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **06th** day of **June 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

View live with audio from the County Webpage:

Notice of Meeting and Agenda June 06, 2023

https://co.jefferson.tx.us/comm\_crt/commlink.htm

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION:** Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

## **PURCHASING:**

(a). Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility with CorrHealth.

## SEE ATTACHMENTS ON PAGES 9 - 377

**Action: TABLED** 

(b). Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility with Trinity Services Group, Inc.

SEE ATTACHMENTS ON PAGES 378 - 735

**Motion by: Pierce Second by: Erickson** 

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

## **COUNTY AUDITOR:**

(a).Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Jefferson County Water Control Improvement District 10.

SEE ATTACHMENTS ON PAGES 736 - 747

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(b). Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for June insurance reimbursement.

NO ATTACHMENTS

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(c). Consider and approve using American Rescue Plan Lost Revenue funding to replace roof for Annex II. Cost is estimated at \$275,000.

SEE ATTACHMENTS ON PAGES 748 - 759

Notice of Meeting and Agenda June 06, 2023

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(d). Consider and approve budget transfer – Service Center – additional cost for extra help.

## SEE ATTACHMENTS ON PAGES 760 - 760

120-8095-417-1005	EXTRA HELP	\$2,419.00	
120-8095-417-6018	POWER TOOLS & APPLIANCES		\$2,419.00

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(e).Consider and approve budget amendment – 279th District Court – additional cost for transcripts.

## SEE ATTACHMENTS ON PAGES 761 - 761

120-2038-412-5073	TRANSCRIPT TESTIMONY	\$7,500.00	
110-2027-412-5055	PETIT JURORS		\$7,500.00

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(f).Regular County Bills – check #506843 through check #507010.

SEE ATTACHMENTS ON PAGES 762 - 768

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

## **ENGINEERING DEPARTMENT:**

(a). Consider and possibly approve Hebert Acres a Minor Plat of a 9.00 Acre Tract out of the Sigler Survey, Abstract 48, Jefferson County, Texas. This property is located on Hebert Road in Precinct #2. It is in the City of Port Arthur ETJ and has met all of Jefferson County and City of Port Arthur platting requirements.

SEE ATTACHMENTS ON PAGES 769 - 769

Motion by: Alfred Second by: Sinegal

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(b). Execute, receive and file Overweight Vehicle Permit 02-OW-23 and Road Use Agreement to Exxon Mobil Low Carbon Solutions, for the purpose of pipeline construction and hauling of materials along Jefferson County roads. This project is located in Precinct #1 and #4.

## SEE ATTACHMENTS ON PAGES 770 - 779

Motion by: Alfred Second by: Sinegal

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

(c). Execute, receive and file Utility Permit 09-U-23 to Fiberlight for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic conduit along East Clubb Road. This project is located in Precincts #4.

SEE ATTACHMENTS ON PAGES 780 - 794

Motion by: Alfred Second by: Sinegal

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

## **SHERIFF'S DEPARTMENT:**

(a). Consider and possibly approve out-of-state travel for Stanly Shipper, Jerry Lowe, Dylan Leischau and Brian Barbour to Orlando Florida on July 19, 2023 to July 22, 2023 for the Airborne Public Safety Association Conference. The conference and travel will be paid from the Sheriff Office travel budget.

## SEE ATTACHMENTS ON PAGES 795 - 796

Motion by: Pierce Second by: Erickson

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

**Action: APPROVED** 

## **OTHER BUSINESS:**

\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.

Receive reports from Elected Officials and staff on matters of community interest without taking action.

Jeff R. Branick
County Judge

# **Special, June 06, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 06, 2023.

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Jefferson, Texas, a political subdivision in the State of Texas, (hereinafter referred to as the "County"), Sheriff Zena Stephens (hereinafter referred to as the "Sheriff") and CorrHealth, LLC, (hereinafter referred to as the "Contractor").

**WHEREAS**, the County is the owner of the Jefferson County Correctional Facility (JCCF) located at 5030 Highway 69 South, Beaumont Texas 77705, (hereinafter referred to collectively as the "Facility") and Sheriff is the operator.

**WHEREAS** the County, on behalf of the Sheriff, issued a Request for Proposals for "Medical, Dental, and Behavioral Healthcare Services" RFP 22-039/MR Inmate Heath Care Services For Jefferson County Correctional Facility dated October 18, 2022, attached hereto as **EXHIBIT D**; and

**WHEREAS**, the Contractor submitted its Proposal, dated November 30, 2022, in response to RFP 22-039/MR Inmate Heath Care Services For Jefferson County Correctional Facility, attached hereto as **EXHIBIT C**; and

**WHEREAS** the County, pursuant to Texas Local Government Code Sec. 351.045, desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services,

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

## 1. General Engagement

- A. The County hereby contracts with the Contractor to provide for the delivery of medical, mental, and ancillary health care to individuals committed to the custody of the Jefferson County Correctional Facility. The terms and conditions of the accepted Request for Proposal for "RFP 22-039/MR" specific to "Inmate Health Care Services for Jefferson County Correctional Facility" for the Jefferson County Correctional Facility is incorporated herein verbatim as if fully set forth.
- B. Individuals who are unconscious, injured or seriously ill at the time of booking shall not be committed to the custody of the Jefferson County Correctional Facility. These individuals shall be immediately referred to a third-party provider for medical attention and their admission and booking (or their return to the Jefferson County Correctional Facility) will be predicated on written medical clearance from the third-party provider. The Contractor will not be responsible for any cost associated with medical care that is delivered prior to an individual's being booked into the Jefferson County Correctional Facility.
  - 1. Injured or Seriously III means a person who is unconscious/semi-unconscious; severe shortness of breath, wheezing, or chest tightness; severely intoxicated and cannot walk under his/her own power; severe withdrawal; actively attempting suicide/self-harm; report of sexual assault in the last 5 days; suspected overdose, swallowed drugs, or drugs placed in orifice(s); severe bleeding/obvious trauma; pregnant female with opiate addiction; complaints of chest pain with signs/symptoms of a cardiac emergency; involved in a motor vehicle accident where a person died, the collision was head-on, the arrestee was unrestrained, the

airbag deployed, or the vehicle rolled over; signs of severe head trauma (loss of consciousness, periorbital ecchymosis (raccoon eyes), retroauricular or mastoid ecchymosis (Battles's Sign)); signs of internal bleeding Periumbilical ecchymosis (Cullen Sign), flank ecchymosis (Grey-Turner Sign), severe abdominal pain with rebound tenderness, hypotension; obvious fracture(s); arrestee actively seizing, or had a seizure within the last 24 hours with possible head trauma; arrestee that was tased AND has a cardiac complaint; care requirements that exceed CorrHealth's capacity to care for the arrestee onsite; T<95F or >104F; P<40BMP or >150BPM; R<12BPM or >25BPM; O2<90%; BG<50 or >500; SBP<80 or >210; DBP<55 or >140.

#### 2. Order of Precedence

- A. The parties agree that in the event of any inconsistency or conflicts among the documents referenced in this Agreement will be resolved by giving precedence in the following order:
  - 1. Any Agreement Amendment to this Agreement in reverse chronological order from oldest date to newest date order, then
  - 2. This Agreement
  - 3. **EXHIBIT A**: Scope of Services
  - 4. **EXHIBIT B**: Best and Final Offer
  - EXHIBIT C: Contractor's response: JEFFERSON COUNTY RFP#22-039/MR Inmate Heath Care Services For Jefferson County Correctional Facility November 30, 2022
  - 6. **EXHIBIT D**: County's formal request for proposal: RFP 22-039/MR Inmate Health Care Services October 18, 2022

## 3. Scope of Services

A. For the purposes of this Agreement, the Contractor's responsibility for medical care commences when an individual is booked into the Jefferson County Correctional Facility. The Contractor shall provide health care services for all persons committed to the physical custody of the Jefferson County Correctional Facility and to individuals who are engaged in work release activities but who spend each night at the Jefferson County Correctional Facility. The Contractor shall provide on a regular basis, all professional medical, dental, mental health, related health care, and administrative services for the inmates. These services include intake health screenings, regularly scheduled sick call, nursing coverage, regular physicians visits on site, infirmary-level care, hospitalization, medical specialty services, emergency medical care, electronic medical records (EMR) management, pharmacy and pharmaceutical services, laboratory services, radiology services, auditory services, ophthalmology services, health education and training services, utilization review, a quality assurance program, administrative support services, dental services, and on-site emergency medical treatment for visitors or County personnel, all as more specifically described **EXHIBIT** 

- **A** Scope of Services which is incorporated herein by reference and made a part of this Agreement.
- B. The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

## 4. Compensation and Method of Payment

- A. Total Compensation and method of payment for performing the services specified in Section 1 hereof, the County agrees to pay the Contractor in accordance with the budget agreed to by the parties for the applicable fiscal year. Payments in accordance with this Agreement shall constitute full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
- B. The total maximum cost to the County under this Agreement for the first year of the total of a two-year term is Seven Million Seven Hundred Sixteen Thousand Eight Hundred Thirty-Six Dollars and Forty-Four Cents (\$7,716.836.44) for year one term (base annual payment).
- C. Said Seven Million Seven Hundred Sixteen Thousand Eight Hundred Thirty-Six Dollars and Forty-Four Cents (\$7,716.836.44) shall be divided into twelve (12) equal monthly payments of Six Hundred Forty-Three Thousand Sixty-Nine Dollars and Seventy Cents (\$643,069.70) except for partial months worked by the Contractor (base monthly payment). The payment for any partial month shall be prorated based on the actual number of days worked divided by the number of days in the partial month.
- D. Per the terms and conditions of the accepted Request for Proposal for "RFP 22-039/MR" specific to "Medical and Behavioral Health Services" for the Jefferson County Correctional Facility a base population of eight hundred fifty (850) inmates shall be paid to the Contractor monthly for all services provided upon receipt by the County of invoices for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the services to the satisfaction of the County. In the event, the Agreement is terminated on a date other than the end of the month, the monthly base Services Invoice will be prorated based on the actual days of services provided by the Contractor.
- E. Population Increase. The above price agreed to within Section 4.C is based on an average daily population (ADP) of eight hundred fifty (850) inmates during a billing period. If the ADP increases or decreases by one hundred-fifty (150) inmates, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be increased for that billing period at the rate of \$1.85 per inmate per day in excess of the basic adjusted price. If the ADP decreases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be decreased for that billing period at the rate of \$1.85 per inmate per day in excess of the basic adjusted price. Adjustments shall be paid on a quarterly basis.

- 1. Contractor and the County agree to collaboratively review and determine additional service requirements for staffing and ancillary services to include but not limited to, supplies, x-rays, and labs when the inmate monthly average daily population (MADP) exceeds the base increases by greater than one hundred-fifty (150) for three (3) consecutive months. All parties agree that any additions to both service requirements and price increases will reflect the actual MADP to meet the uniquely evolving needs of the National Commission on Correctional Health Care (NCCHC) and Texas Commission on Jail Standards (TCJS) standards, as well as all State and Federal laws, rules, and regulations.
- F. Payments. Payments shall be made to the Contractor monthly upon receipt by the County of properly documented requests for payment as determined by the budgetary and fiscal guidelines of the County and on the conditions that the Contractor has accomplished the services to the satisfaction of the County and Sheriff. All parties agree that the satisfactory term for payment from the County to the Contractor shall be made within thirty (30 days) of receipt of invoice.
  - 1. Invoices will be emailed to:

Jefferson County Auditor's Office Atten: Fran Lee 1149 Pearl St., 7<sup>th</sup> Floor Beaumont, TX 77701 Email address: fran.lee@jeffcotx.us

Ccd:

Chief John Shauberger
Jefferson County Correctional Facility
5030 Highway 69 South
Beaumont, Texas 77705
Email address: john.shauberger@jeffcotx.us

- G. Payment Certification. Certification of payments shall be made following the review and signoff of the JCCF Jail Administrator or designee of each invoice. Any discrepancies discovered by the County in the audit of invoices received by the Contractor shall be resolved immediately. The Contractor shall provide a separate credit invoice referencing the invoice number where the discrepancy occurred and reason for the correction for all credits due to the County within forty-five (45) calendar days from notice of error.
- H. Erroneous Payment. In the event of an error that causes one of more payments to be issued in error, the Contractor shall reimburse the County within forty-five (45) days of written notice of such error for the full amount of the erroneous payment.
- I. Inmates. The Contractor agrees that in no event, including, but not limited to nonpayment by the Contractor, insolvency of the Contractor or breach of this Agreement, shall the Contractor, or its subcontractors bill, collect a deposit from, seek compensation, remuneration, or reimbursement from or have any recourse against an inmate, or persons acting on the behalf of an inmate, for services provided pursuant to this

Agreement. In no case will the County and/or inmates be liable for any debts of the Contractor.

## 5. Reimbursement of Off-Site Expenditures

A. The Contractor will be financially responsible for the costs associated with off-site treatments, emergent services, hospitalization, medical specialty services (whether provided on-site or off-site), radiology services, and transportation services for the inmates held by Jefferson County, Texas. The Contractor shall make all attempts to reduce off-site costs and utilize the Contractor's Utilization and Claims Management provider. Once the Contractor's Utilization and Claims Management provider processes the bills, the Contractor shall provide the County with a monthly Aggregate Cap Report detailing the total cost of such off-site care. Once the Aggregate Cap has exceeded Five-Hundred Thousand Dollars (\$500,000.00), an invoice separate from the monthly invoice for comprehensive services will be generated monthly. The invoice shall include detailed documentation of the off-site services provided to each detainee. All parties agree that the satisfactory term for payment from the County to the Contractor shall be made within thirty (30 days) of receipt of invoice.

## 1. Financial Limitations Through Aggregate Cap

- a. The Contractor's maximum liability for costs associated with the provision of off-site medical or other healthcare services which include, but are not limited to, the services, shall be Five-Hundred Thousand Dollars (\$500,000.00) in the aggregate per Contract Year, to be pro-rated for any partial contract years (the "Financial Limitations Through Aggregate Cap"). Costs for any medical or other health services, as set forth above, which are provided to Inmates/Detainees during the Contract Year that are in excess of the Aggregate Cap Amount shall be the responsibility of the County. When the "Financial Limitations Through Aggregate Cap" Amount for the Contract Year is reached, the Contractor will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. The County will be reimbursed if the Aggregate Cap is not reached in the aggregate per Contract Year.
- b. Off-site services shall be assessed by both parties on a monthly basis.

#### 6. Initial Term

This initial term of this Agreement shall be effectively known as a two-year term, beginning on the date executed by Commissioners' Court ("Initial Term"), unless sooner terminated as provided for in this Agreement.

- A. The Second Year of the Initial Term shall include an automatic rate increase of 5%.
  - 1. The Contractor has the sole responsibility to request any Second Year Term Rate Adjustment over the automatic 5% based on general increases in the costs of providing healthcare services in Jefferson County. Renewal Term rate adjustments over five percent (5%) may be granted based upon an analysis of the Bureau of Labor Statistics Consumer Price Index (CPI) for Medical Care Services, West Region, all urban consumers, not seasonally adjusted; the Bureau of Labor

Statistics Employment Cost Index (ECI) for Healthcare workers; Texas wage studies; merit/retention increases at market rates; any increases in cost of high-risk liability policies, increases in costs as a result of Texas's laws i.e. the Civil Rights Act, and any increase in supplies, ancillary costs, and light equipment. Any requests for Extension Term rate adjustments over five percent (5%) shall be presented to the County 30 days prior to the end of the first-year contract term.

#### 7. Renewal Term

- A. The County may, at its sole option, renew the term of this Agreement beyond the Initial Term for up to three (3) additional one-year terms under the same terms and conditions provided for herein (each such period being a "Renewal Term"). The County shall notify the Contractor of its election for a Renewal Term as provided below or as mutually agreed upon.
- B. Each additional one-year Renewal Term shall include an automatic rate increase of 5%. The Contractor has the sole responsibility to request any Renewal Term rate adjustment over the automatic 5% based on general increases in the costs of providing healthcare services in Jefferson County. Renewal Term rate adjustments over five percent (5%) may be granted based upon an analysis of the Bureau of Labor Statistics Consumer Price Index (CPI) for Medical Care Services, West Region, all urban consumers, not seasonally adjusted; the Bureau of Labor Statistics Employment Cost Index (ECI) for Healthcare workers; Texas wage studies; merit/retention increases at market rates; any increases in cost of high-risk liability policies increases in costs as a result of Texas's laws i.e. the Civil Rights Act, and any increase in supplies, ancillary costs, and light equipment. Any requests for Extension Term rate adjustments over five percent (5%) shall be presented to the County 30 days prior to the end of the current contract term.
- C. The County and the Contractor agree that in the event of new legislative mandates causing changes to any state statute, rule, or regulation is passed or any order issued or any statute, guideline, or standard of care adopted or interpretation made materially affecting the cost to the Contractor of providing medical and behavioral healthcare services hereunder, the Contractor and the County agree to collaboratively negotiate additional compensation to be paid by the County to the Contractor to comply with such legal mandates.

#### 8. Pharmaceutical Services

- A. Include general pharmaceuticals, psychotropic medications, HIV, Hepatitis, and over-the-counter (OTC) medications.
  - The Contractor will be financially responsible for the costs associated with the provision of pharmaceuticals for inmates held in the Jefferson County Correctional Facility.
    - a. To meet the uniquely evolving pharmaceutical needs of patients which may be driven by entities such as NCCHC standards and Texas Commission on Jail Standards (TCJS) standards, as well as all State and Federal laws, rules, regulations, or court orders that may be placed upon the County relating to descriptive pharmaceuticals, i.e. Medication Assisted Treatment (MAT), HIV,

cancer, or restoration to competency driven pharmaceuticals the County and the Contractor agree to collaboratively discuss requirements for and provide additional funding if the pharmacy costs have reached 10% over seven hundred twenty-five thousand dollars (\$725,000.00) with more than one month remaining within the Agreement Year.

## 9. Electronic Medical Records (EMR)

- A. The electronic medical records management system utilized at the facility is CorEMR. The County will be responsible for ongoing CorEMR licensing and server costs. All Contractor staff must be trained on this system. The Health Services Administrator (HSA) maintains the utilization of the medical records management system.
- B. All health records are the property of the Sheriff. The Contractor acts as custodian for the health records, and such records are kept confidential, subject to the rights of access thereto at all times on the part of the Sheriff. The Contractor shall ensure access to inmate healthcare records as controlled by the health authority consistent with the applicable local, State, and Federal confidentiality laws. The confidential relationship of doctor and patient extends to inmate patients and their clinicians.
- C. The Contractor shall maintain a current record of the rules and regulations covering the confidentiality of healthcare records and the types of information that may and may not be shared. The Contractor shall collaborate with jail administration to orient all appropriate Sheriff staff to HIPAA requirements as well as to ensure that related forms, including the inmate's release of confidential information, meets the requirements of the Contractor's HIPAA compliance program and plan.
- D. The release of any information regarding inmate healthcare shall be obtained only through Contractor.
  - 1. When medical records are requested directly by any sources outside of Jefferson County, Jefferson County Correctional Facility Administration or the Sheriff such medical records shall be obtained only through subpoena.
  - 2. There are times when Contractor is requested to provide inmate medical records to the Jefferson County Correctional Facility Administration and or the Sheriff, when such a request for inmate healthcare medical records occurs the Contractor shall provide under attorney/client privilege to the Jefferson County Correctional Facility Administration and or the Sheriff.
  - 3. There are times when Contractor may be requested to provide inmate medical records to the County of Jefferson County only through a subpoena.

This policy ensures appropriate legal measures are taken when anyone is requesting an inmate's healthcare record. All healthcare records are maintained in accordance with the laws of the state of Texas, including those of discharged inmates. Inactive medical records are maintained according to Texas State Statutes and the American Medical Association.

#### 10. Termination for Breach

A. If either party fails to fulfill its obligations under this Contract in a timely and proper manner, or if either party violates any material covenant, agreement or stipulation of this Agreement, the other party shall have the right to terminate the Agreement by

giving written notice to the party of termination which shall occur no less than thirty (30) calendar days after the date of notice, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior the effective date of termination. The Notice of Termination shall include the effective date of cancellation and the reasons, therefore.

#### B. Contact Information for Termination and Default

1. All contact regarding termination or default pursuant to the terms of this Agreement shall be through the contact information set out in this paragraph unless such information is changed in writing by notice through the contact information in this paragraph.

The official address of the County is:

Deborah Clark, Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
Email: deb.clark@jeffcotx.us

Jefferson County Correctional Facility

Sheriff Zena Stephens
Jefferson County Correctional Facility
5030 Highway 69 South
Beaumont, TX 77705

Email: zena.stephens@jeffcotx.us

The official address of the Contractor is:

Todd Murphy, Co-Founder & President CorrHealth, LLC 6303 Goliad Avenue Dallas, Texas 75214

Email: todd.murphy@mycorrhealth.com

- C. In addition to any remedies afforded the County that are enumerated in the RFP, if, through any cause, the Contractor breaches the Contractor's obligations under this Agreement, the County shall have the right to terminate the Agreement, subject to the Contractor's right to cure the default as set forth herein. The County reserves the right to recover any excess cost incurred by the violation or breach of the Agreement by deduction from an unpaid balance due to the Contractor, a combination of these remedies, or any other legal method.
- D. In the event, the Contractor fails to fulfill the Contractor's obligations under this Agreement, the following steps will be followed, prior to termination:

- 1. The County and/or Sheriff shall notify the Contractor in writing of the nature of such default. Within ten (10) working days following such notice, the Contractor shall correct the default, or;
- 2. In the event of a default not capable of being corrected within said ten (10) day period, the Contractor may request an extension of time from the County and/or Sheriff, whichever notified Contractor of the default explaining why the default cannot be corrected within said period, shall continue correcting the default at the earliest practical date if the extension is approved at the sole discretion of the County and/or Sheriff, and utilize all due diligence to correct the default with the extended time period.
- 3. If the Contractor fails to correct the default within the time periods provided above or does not use due diligence to correct the default, the County without further notice shall have the rights and remedies provided by the law to declare this Agreement terminated thirty (30) days after the date of notice.
- E. Prior Obligations. By termination pursuant to this Section, neither party may nullify obligations already incurred for performance of services or payment for services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any agreement or Notice of Termination shall incorporate necessary transition arrangements.
- F. Rights Upon Termination of Expiration.
  - 1. Upon termination or expiration of this Agreement, the Contractor shall, upon request of the County or Sheriff, make available to the County or Sheriff, or to a person authorized by the County or Sheriff, all records and equipment that are the property of the County.
  - 2. Upon termination or expiration of this Agreement, the County shall pay the Contractor all amounts due for services through the effective date of such termination.
  - 3. In the event that the County terminates the Agreement in full or in part because of breach by The Contractor, the Contractor shall be liable to the County for administrative costs incurred by the County in procuring such similar services. The Contractor shall not be liable for any excess costs or administrative costs if the failure to perform the Agreement arises out of causes beyond the control and without error or negligence of the Contractor or any of its subcontractors. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
  - 4. The Contractor shall be responsible for payment of any claims from subcontractors or other providers, including emergency services providers, for goods and services ordered by the Contractor for its operation at the JCCF and delivered prior to the termination date. The Contractor shall promptly notify the County and Sheriff of any anticipated claims, which are known to the Contractor at the time of Notice of Termination or incurred prior to termination.

- 5. The Contractor shall provide the orderly and reasonable transfer of inmate care in progress, even for those inmates who are hospitalized or in long-term treatment.
- 6. Should the Contractor terminate the Agreement, it shall reimburse the County for all costs arising from delays caused by the Contractor incurred in hiring a new Contractor/subcontractors.

#### 11. Termination without Cause

- A. The County may terminate the Contract without cause at any time at the County's sole discretion by giving written notice to the Contractor of termination, which shall occur no less than 90 calendar days after the date of notice and shall specify the effective date thereof.
  - 1. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand-delivered, notice of termination is effective as of the time of delivery to the Contractor or the Contractor's place of business.
  - 2. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.
- B. The Contractor may terminate the Contract without cause at any time in the Contractor's sole discretion by giving written notice to the County of termination, which shall occur no less than 90 calendar days after the date of notice and shall specify the effective date thereof.
  - 1. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, Notice of Termination is effective as of the time of delivery to the County Purchasing Agent and the Sheriff.
  - 2. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

#### 12. Termination for Lack of Appropriations

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Jefferson County Commissioners' Court for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Jefferson County Commissioners' Court, this Agreement may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 13. Independent Contractor

A. Neither the Contractor nor its employees are considered to be employees of the County or the Sheriff for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of Texas, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and Texas Gross Receipts Tax.

#### 14. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
- D. The Contractor agrees to maintain staffing levels of this agreement. Adjustments to understaffing are made as credits to the County. In the event the Contractor has a vacancy for greater than thirty (30) consecutive days, the Contractor shall credit the County 150% of the salary and benefits of the vacant position for each day thereafter. A position is not considered vacant when the position is filled in any capacity including by other Contractor employees, agency nurses, or temporary replacements that have the required license of the vacant position. Credits are made quarterly. A staffing analysis will be included with the monthly billing.

#### 15. Indemnification and Hold Harmless

A. The Contractor shall defend, indemnify, and hold harmless the County, its agents, employees, officers, elected officials and their employees, from and against all claims, demands and judgments (including attorney fees) made, alleged or recovered against the County, the Sheriff or Sheriff's employees or the Contractor including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising solely out of the negligence, fault, actions, omissions, services or deliberate indifference of the Contractor, or its employees or agents. The County agrees to promptly notify the Contractor of any such claim or demand to defend and indemnify

- and agrees to cooperate with the Contractor in a reasonable manner to facilitate the defense of such claim.
- B. The Contractor shall only have a duty to defend, indemnify and hold harmless the County, the Sheriff or Sheriff's employees for any vicarious liability that may be imposed upon them solely due to the medical services provided by the Contractor, arising solely from allegations that appropriate medical care was not provided by the Contractor, or arising solely from allegations that medical care provided by the Contractor was in any manner negligent, inappropriate, or deliberately indifferent, or for any claim or allegation, regardless of type of claim or legal theory, related solely to the actions or omissions of employees or services of the Contractor.
- C. The Contractor has no duty to indemnify, hold harmless or defend the County, including its officials, employees, and agents collectively referred to as the County for the County's own alleged negligent, inappropriate, or deliberately indifferent acts or omissions. However, the Contractor does have an absolute duty to indemnify, hold harmless and defend the County, the Sheriff and Sheriff's employees from claims of vicarious liability made against the County arising solely out of the negligence, fault, actions, omissions, services, or deliberate indifference of the Contractor, or its employees or agents.
- D. If a defense is required as set forth above, the Contractor shall defend the County, including its officials, employees, agents, elected officials and their employees collectively referred to as the County by attorneys and other professionals selected and engaged by the Contractor's insurance carrier for any claims, suits, actions, or proceedings related to the losses, liabilities, and indemnity set forth above. The Contractor and the County may be represented by the same attorneys, and any alleged conflict of interest is waived. Upon selection and hiring of attorneys and other professionals to defend the County and/or the Contractor, the Contractor shall notify the County of the attorneys and other professionals selected and engaged, and the County shall not be obligated to reimburse the Contractor or the Contractor's insurance carrier for the cost of such attorneys and other professionals. In no event shall any matter be settled without prior notice to the County. The Contractor will do everything within its power to prevent the settlement of any claims or lawsuits that the County deems to be frivolous or lacking in merit, subject to the terms of the Contractor's policies of insurance.
- E. The Contractor shall obtain and maintain continuously for the term of this Agreement at its expense, the insurance types and amounts set forth in Section 22 Insurance. The Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.

#### 16. Discrimination Prohibited

A. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national original or ancestry, age, spousal affiliation, physical handicap, or mental handicap as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

## 17. ADA Compliance

A. In performing the services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents, employees, elected officials and their employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

## 18. Reports and Information

A. At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

#### 19. Audits and Inspections

- A. At any time during normal business hours and as often as the County or Sheriff may deem necessary, there shall be made available to the County or Sheriff for examination of all the Contractor's records with respect to all matters covered by this Agreement.
- B. The Contractor shall permit the County and Sheriff to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

#### 20. Insurance

#### A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of Texas and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the ATTN:

Jefferson County Purchasing Department 1149 Pearl Street 1st Floor Beaumont, Texas 77701

#### B. Workers Compensation

Part I. Workers Compensation – Statutory Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of Texas, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Jefferson County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

C. Commercial General Liability on ISO form CG 0001 0798 or equivalent. Bodily

Injury/Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

D. Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

E. Independent Contractors: Included

F. Contractual Liability: Included in Commercial General Liability

G. Professional Liability: (if applicable) \$1,000,000 Each Occurrence \$3,000,000 General Aggregate

H. The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

#### I. Approval of Insurance

- 1. The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (COI) (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.
- 21. The County acknowledges and agrees that per the Contractor's professional liability insurance coverage all medical procedure(s) based upon, or attributable to, in whole or in part or in any way involving, inclusion of surgery, obstetrics, and inclusive of prenatal care past the First Trimester of pregnancy (12 weeks) shall not be provided by CorrHealth's on-

site provider care. First trimester (12 weeks) management is at the discretion of the on-site responsible physician or designee and may also occur off-site. All such management of pregnancy beyond the First Trimester (12 weeks) of pregnancy will require management by an off-site provider for care and services. The Contractor shall be prepared to coordinate services for the specialized needs of females, including pregnancy, childbirth, and infant care.

## 22. Confidentiality

#### A. General

- 1. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Sheriff.
- 2. Any confidential information, as defined in state law, code, rules, or regulations or by an otherwise applicable code of ethics, regarding the Sheriff's detainees provided to or developed by the Contractor and its subcontractors shall not be made available to any individual or organization by the Contractor and its subcontractors without the prior written approval from the Sheriff.
- 3. The Contractor and its subcontractors warrant that they shall retain all information belonging to the County or Sheriff, and shall neither use or disclose it to anyone without the explicit written permission of the County or Sheriff, and that each and every employee of the Contractor and its on-site subcontractors has received training on respecting patient confidentiality. The Contractor recognizes that irreparable harm can be occasioned to the County, Sheriff and inmates by disclosure of information relating to its operations and, accordingly, the County or Sheriff may refuse or enjoin such disclosure, and the Contractor and its subcontractors shall be solely responsible for any violations. This provision shall not relate to medical record information, which will be disclosed according to applicable law.
- B. Notice. The Contractor shall (1) notify the County or Sheriff promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the County's or Sheriff's data files or other confidential information; and (2) promptly furnish the County and Sheriff full details of the unauthorized possession, use, knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.

#### C. Procedures.

- 1. The Contractor shall adopt and implement written confidentiality policies and procedures, which conform to federal and state laws and regulations.
- 2. The Contractor's contracts with practitioners and other providers shall explicitly state expectations about the confidentiality of inmate information and records.
- 3. The Contractor shall afford inmates and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the Contractor to a person or agency outside of the Contractor, except when such release is required by law, State regulation, or quality standards.

- 4. When release of information is made in response to a court order, the Contractor shall notify where practical the inmate and/or legal guardian of such action in a timely manner.
- 5. The Contractor shall have specific policies and procedures that direct how confidential information gathered or learned during the investigation or resolution of a complaint is maintained, including the confidentiality of the inmate's status as a complainant.

## 23. Intellectual Property.

A. The Contractor warrants that all material produced hereunder shall be of original development by Contractor, and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the County and Sheriff harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

#### 24. Subcontracts

#### A. General

- 1. The Contractor is solely responsible for fulfillment of this Agreement. The County shall make payments under this Agreement only to the Contractor.
- 2. The Contractor shall remain solely responsible for performance by any subcontractor providing services in connection with this Agreement.

#### B. Subcontractors.

- 1. The Contractor may subcontract to a qualified individual or organization for the provision of any Service defined in the Scope of Services only with the consent of the County, which shall not be unreasonably withheld. The Contractor remains legally responsible to the County for all work performed by any subcontractor.
- 2. The County reserves the right to review all subcontracts and/or any significant modifications to previously approved subcontracts to ensure compliance with law, policy, and requirements. The Contractor is required to give the County and Sheriff prior notice with regard to its intent to subcontract certain significant contract requirements including, but not limited to credentialing, utilization review, and claims processing.
- 3. The Contractor must maintain policies and procedures for verifying that the credentials of all providers and subcontractors meet applicable standards.
- 4. The Contractor must maintain fully executed originals of all subcontracts, which shall be accessible to the County and Sheriff upon request.
- 5. The Contractor shall notify the County and Sheriff of any proposed material amendments to any subcontract with fifteen (15) business days prior to any such amendment. The County and/or Sheriff may disapprove or require modification or deletion of the amendment.

- 6. The Contractor shall not contract with an individual, or with an entity owned by an individual, (or in which an individual has a controlling interest), or with an entity that has an officer, director, agent, or manager, who has been convicted of any felony offense.
- 7. Subcontractors must meet the following minimum requirements:
  - a. Subcontracts must be executed in accordance with all applicable federal, state and local laws, regulations, policies and rules.
  - b. Subcontracts must identify the parties of the subcontract and their legal basis of operation in the State of Texas.
  - c. Subcontracts must include the procedures and specific criteria for terminating the subcontract.
  - d. Subcontracts must identify the services to be performed by the Subcontractor and those services performed under any other subcontract(s). Subcontracts must include provision(s) describing how services provided under the terms of the subcontract are accessed by inmates.
  - e. Subcontracts must include the reimbursement rates and risk assumption, if applicable.
  - f. Subcontracts must contain a provision requiring that the Subcontractor maintain all records relating to service provided to inmates for a six (6) year period and shall make all inmate's medical records available for the purpose of quality review conducted by the County or its designated agents.
  - g. Subcontracts must require that inmate information be kept confidential, as defined by state law.
  - h. Subcontracts must contain a provision requiring the Subcontractor to comply with all applicable federal, state and local laws, regulations, policies, and rules.
  - i. Subcontracts must include a provision requiring the Subcontractor to release any information necessary for the Contractor to perform any of its obligations.
  - j. Subcontracts must include a provision for termination for any violation of applicable County, state, or federal requirements.
  - k. Subcontracts must contain a hold harmless provision wherein the Subcontractor agrees to hold harmless the County in the event that the Contractor cannot or will not pay for services performed by the subcontractors pursuant to the subcontract.

#### 25. Conflict of Interest

A. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

## 26. Scope of Agreement

A. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 27. Notice

A. Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 10 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 10 herein.

## 28. Compliance with Applicable Law

A. The Contractor shall comply with all applicable state, federal, municipal and then County's laws, rules and ordinances.

#### 29. Waiver

A. No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

## 30. Equal Opportunity Compliance

A. The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

#### 31. Public Records

A. The County and Sheriff are subject to the State of Texas Public Information Act ("TPIA") and the Contractor acknowledges that this Agreement is disclosable to the public pursuant to TPIA. Additionally, The Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to TPIA, and the County and/or Sheriff will release any such records per the requirements of TPIA. The County and Sheriff shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to TPIA or any other applicable law. The County, Sheriff and the Contractor will not divulge medical records of inmates that are protected by the Health Insurance Portability and Accountability Act (HIPAA) if such records are excluded from disclosure by TPIA provisions, other applicable laws, or by Court Order.

#### 32. Applicable Law

A. The laws of the State of Texas and Jefferson County shall govern this Agreement, without giving effect to its choice of law provisions. The Venue shall be proper only in a Jefferson County, Texas court of competent jurisdiction. By execution of this

Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of Texas over any and all lawsuits arising under or out of any term of this Agreement.

- B. Contractor shall strictly comply with all applicable federal, state, and local laws, rules, and regulations, court orders, administrative directives, and the policies and procedures of the County in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices. To the extent that the Contractor believes that any policies or procedures of the Sheriff violate or impinge upon the rights of any inmate or subject any inmate to serious physical or mental harm, the Contractor may request to discuss those policies and procedures with the Sheriff and such discussion will not be unreasonably delayed by either party. The Sheriff will maintain the final authority over all such policies and procedures, even when such policies and procedures relate to inmate medical care. The Contractor only has the right to discuss such policies and procedures with the Sheriff, and the Contractor neither has the right or duty to change, ignore or refuse to follow such policies and procedures.
- C. The County and the Contractor agree that in the event of new legislative mandates causing changes to any state statute, rule, or regulation is passed or any order issued or any statute, guideline, or standard of care adopted or interpretation made materially affecting the cost to the Contractor of providing medical and behavioral healthcare services hereunder, the Contractor and the County agree to collaboratively negotiate additional compensation to be paid by the County to the Contractor to comply with such legal mandates.

## 33. Administrative Requirements

- A. A compilation of health care policies and procedures are reviewed at least annually by the Contractor. Documentation of the policy review includes signatures of the Contractor and the date of the review. The Contractor meets annually with the County's or Sheriff's Contract Administrator to review and, if necessary, make any site-specific changes to policy and procedures. This effort results in facility-approved directives tailored to the vision, objectives, and strategy of the facility regarding the provision of medical and behavioral health care for inmate-patients. The County's or Sheriff's Contract Administrator or designee inspects and reviews operations and programs at least annually to evaluate compliance with policies and procedures. A report describing findings, and corrective plans is submitted. The Contractor shall maintain a compilation of site-specific policies and procedures that will adhere to and reference all NCCHC standards and TCJS standards, as well as all State and Federal laws, rules, and regulations. All policies and nursing protocols whether electronic or hard copy shall be the property of the Contractor and shall remain the property of the Contractor after the term or termination of this Agreement. Any proprietary intellectual property of the Contractor shall be made available to the County but shall remain the sole property of the Contractor.
  - 1. The Contractor's policy and procedures, literature, and nursing protocols guide and inform the practice of care but do not create the standard of care. Standard of care is the level and type of care that is deemed reasonable based upon the clinical

situation under all the relevant surrounding circumstances recognized as acceptable and appropriate by reasonably prudent healthcare providers in similar fields.

B. The Contractor agrees to utilize PowerDMS as the electronic document management system for the dissemination of operational policies and procedures. The Contractor will provide free access for the County and Sheriff to view the Contractor's policy and procedures within the PowerDMS platform. The Contractor will ensure that each of the Contractor's employees have read, acknowledged, and demonstrated competency regarding the Contractor's up-to-date policy and procedures at least 24-hours prior to reporting for a duty shift inside the Jefferson County Correctional Facility.

#### 34. Agreement Changes

A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

## 35. Assignability

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County and Sheriff thereto.

#### 36. Construction and Severability

A. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

#### 37. Enforcement

A. The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

#### 38. Entire Agreement

A. This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. **EXHIBIT A** attached hereto is by this reference incorporated herein.

#### 39. Approval Required

A. This Agreement shall not become effective or binding until approved by the Jefferson County Commissioners' Court.

## **SIGNATURE PAGE**

Motion to approve thisday of	, 2023.
JEFFERSON COUNTY, TEXAS	
JEFF BRANICK, County Judge	_
JEFFERSON COUNTY SHERIFF	
ZENA STEPHENS, SHERIFF	_
THE CONTRACTOR:	
	Date:
Todd Murphy, Co-Founder and President	
ATTEST:	
Royanne Acosta Hellherg County Clerk	Date:

## EXHIBIT A SCOPE OF SERVICES

In reference to RFP 22-039/MR Inmate Heath Care Services For Jefferson County Correctional Facility.

- 1. Contractor shall provide all medical care for the inmates of the Jefferson County Correctional Facility. The term medical care shall include medical, dental, and behavioral health care. Such care shall include care provided at the Jefferson County Correctional Facility and all medically necessary off-site care. At a minimum, such care shall comply in all respects with standards established by the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the Texas Commission on Jail Standards (TCJS), the Prison Rape Elimination Act (PREA), best industry practices, and the quality of care standard required by the medical community in Texas. To the extent that the standards of these organizations, best industry practices, or the standards of the medical community in Texas conflict, the higher standard or practice shall be met. The specific requirements set out below are minimum requirements and are not intended to be exhaustive. County and Sheriff are relying on the background and experience of Contractor in the correctional healthcare area to provide whatever is necessary to meet the standards and practices described in this paragraph. If what is necessary to meet such standards and practices exceeds the minimum requirements described below, then Contractor is obligated to provide what is necessary.
- 2. Contractor warrants and represents to County and Sheriff that all decisions, including but not limited to decisions about staffing, treatment, drugs and referral for off-site medical services and on-site specialty services will be based on medical judgment and will not be influenced in any way by the financial impact on Contractor of such decisions.
- 3. Contractor shall provide emergency care to staff and visitors who become ill or injured while in the Jefferson County Correctional Facility including but not limited to first aid, assessment, stabilization, and the coordination of transport for off-site care.
- 4. Contractor shall provide all Jefferson County Correctional Facility staff with annual testing for TB with County paying the cost of the vaccine.
- 5. At a minimum, Contractor shall provide an initial medical and behavioral health screening at the time of booking, by a qualified licensed healthcare professional fully capable of performing the screening described in this paragraph during all hours of on-site staffing. Such screenings shall include, but shall not be limited to the following (1) current illness, injury and other health problems including medical, dental, behavioral, psychiatric, and communicable diseases, (2) medications and special health requirements, (3) use of alcohol and drugs including types, methods of use, amounts, frequency, history of last use and history of withdrawal problems, (4) for females, a gynecological and pregnancy history, (5) observation and notation of behavior including but not limited to state of consciousness, mental status, appearance, conduct, tremors, and sweating, (6) notation of body deformities, signs of trauma, ease of movement and jaundice, and (7) condition of skin and body orifices including rashes, infestations, needle marks and indications of drug use.

- 6. Contractor shall have in place arrangements for all specialty care required to provide the standard of care so that inmates shall receive such care as soon as medically necessary whether such care is provided on-site or off-site.
- 7. Contractor shall be prepared to coordinate services for the specialized needs of females, including pregnancy, childbirth, and infant care.
  - A. The County acknowledges and agrees that per the Contractor's professional liability insurance coverage all medical procedure(s) based upon, or attributable to, in whole or in part or in any way involving, inclusion of surgery, obstetrics, and inclusive of prenatal care past the First Trimester of pregnancy (12 weeks) shall not be provided by CorrHealth's onsite provider care. First trimester (12 weeks) management is at the discretion of the on-site responsible physician or designee and may also occur off-site. All such management of pregnancy beyond the First Trimester (12 weeks) of pregnancy will require management by an off-site provider for care and services. The Contractor shall be prepared to coordinate services for the specialized needs of females, including pregnancy, childbirth, and infant care.
- 8. Contractor shall be prepared to meet fully the behavioral health needs of inmates including but not limited to behavioral health screening at the time of booking, crisis intervention and management of acute psychiatric episodes, stabilization of mental illness, avoidance of deterioration of mental condition while incarcerated, ongoing treatment of mental illness including off-site psychiatric care and the prevention of suicide. In those situations, involving a risk of immediate threat to the safety of the inmate or others, there shall be provision for evaluation by a licensed behavioral health professional as soon as medically necessary to avoid compromising the safety of the inmate or others.
- 9. Limited dental services shall be provided by Contractor as follows: All emergency dental care services shall be provided when needed on the same basis as any other emergency care including testing and diagnostics, referral to specialty services, and off-site care. A dental screening shall be conducted within fourteen (14) days of intake unless one has occurred within the last six months. It shall identify any emergency and medically necessary dental care and shall include instruction on oral hygiene. If an inmate is in the Jefferson County Correctional Facility for more than twelve consecutive months, an examination by a licensed dentist, including diagnostic x-rays, if deemed necessary by the dentist, shall take place and shall include an individualized treatment plan with referral to any required specialists. The treatment called for in the individualized treatment plan shall be provided by Contractor. Contractor will provide routine dental care, on-site.
- 10. Contractor shall provide all laboratory, x-ray, and other testing and diagnostic services required to provide the quality of medical care required by this Contract whether such testing and diagnostic services are provided on-site or off-site. All diagnostic and testing results shall be followed up by a licensed provider qualified to understand and act on the results under the supervision of Contractor's Chief Medical Officer or designee, and any abnormal results requiring the attention of a specialist shall be interpreted by a specialist physician and shall be

- followed up by a licensed provider qualified to understand and act on the results under the supervision of the specialist physician or of the Contractor's Chief Medical Officer.
- 11. Contractor shall coordinate with the Sheriff for transportation and communication necessary for off-site care. Contractor shall notify the facility administrator or their designee of an off-site medical appointment 5 days prior to the appointment unless an emergency condition exists. County will be financially responsible for the cost of transportation services for off-site care.
- 12. Contractor shall provide all pharmacy services required to provide the quality of medical care required by this Contract. Such services shall include, but are not limited to prescription and non-prescription pharmaceuticals, supplies, staff licensed to prescribe all needed medications and supplies, 24/7 staff licensed to administer all needed medication and supplies, locked security for all pharmaceuticals and supplies and record keeping. All pharmaceuticals and supplies shall be available as quickly as is medically indicated. Contractor shall be responsible for providing all prescription and non-prescription pharmaceuticals and supplies.
  - A. County shall advise Contractor if a detainee is no longer in the facility to avoid overstocking the pharmaceutical and Contractor shall take all reasonable measures to avoid overstocking. Contractor will provide for the return and reimbursement of unused medications when permitted by the State Board of Pharmacy and the U.S. Food and Drug Administration (FDA). Credit will be given on full and partial blister card medications returned, provided the medications: I.) Remain in their original, sealed blister packs. 2.) Have been stored under proper conditions. 3.) Are not defaced or adulterated. 4.) Are not within three (3) months of expiration. 5.) Have not been released to the inmate population or labeled/dispensed as "keep on person" (KOP). 6.) Are not controlled substances. 7.) Have a minimum value of \$ 1.50 per card. 8.) Have not been billed to a private insurance or Medicaid.
- 13. Contractor shall provide any inmate with one pair of ordinary glasses if deemed medically necessary by a healthcare provider licensed to prescribe glasses.
- 14. Contractor shall have in place a program for effective infectious disease control and for the safe disposal of contaminated waste.
- 15. Contractor shall create, maintain and organize full, complete and timely records and data documenting the following: (1) compliance by Contractor with all requirements of this Contract, (2) compliance by Contractor with all applicable laws and regulations, (3) compliance by Contractor with all standards and practices, (4) compliance with all reporting requirements of this Agreement, industry standards and practices, and all applicable laws and regulations, (5) compilation of all data and records needed to properly evaluate the care provided by Contractor pursuant to this Agreement.
- 16. Contractor must provide Electronic Medical Records (EMR) that meets all NCCHC, ACA, TCJS, and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances,

tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the Sheriff all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract. The records and data through the EMR shall be maintained on the facility premises as a hard copy, or if electronic, in a searchable computer format agreeable to Sheriff and accessible by Sheriff from its computers. While all electronic and hard copy records must be maintained on the facility premises and shall not be removed from the premises, Contractor may in addition maintain hard copy or electronic copies off-site. All records and data created or maintained pursuant to this Contract shall be fully accessible on demand to designated Sheriff employees only. Contractor shall continue to maintain existing records and data in the format in which they exist at the commencement of this Contract. With regard to a future electronic medical system, Contractor shall be responsible for labor in connection with operating such system without additional compensation, and County shall be financially responsible for the acquisition of any additional software or hardware or their installation and maintenance. Contractor understands the confidential nature of such records and will comply fully and completely with the Health Insurance Portability and Accountability Act (HIPAA) and NCCHC standards. Contractor shall assist Sheriff to create and operate a back-up system for all computer-based records and data that ensures that they will be safe from loss or destruction and that complies with HIPAA.

- 17. The Contractor shall ensure that accurate, comprehensible, legible, and up-to-date medical information is maintained on each inmate under Contractor's care. Ensure that confidential, complete, and well-organized medical records are maintained for infirmary-level care and clinic ambulatory care and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory, and radiological services, medication administration records and medical specialty encounters. The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of Jefferson County Correctional Facility. All medical records will be available for review by administrative staff of Jefferson County Correctional Facility at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be always maintained, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.
- 18. The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from Jefferson County Correctional Facility.
- 19. A compilation of health care policies and procedures are reviewed at least annually by the Contractor. Documentation of the policy review includes signatures of the Contractor and the date of the review. The Contractor meets annually with the County and Sheriff's Contract Administrator to review and, if necessary, make any site-specific changes to policy and procedures. This effort results in facility-approved directives tailored to the vision, objectives, and strategy of the facility regarding provision of medical and behavioral health care for

inmate-patients. The County's and Sheriff's Contract Administrator or designee inspects and reviews operations and programs at least annually to evaluate compliance with policies and procedures. A report describing findings, and corrective plans is submitted. Contractor shall maintain a compilation of site-specific policies and procedures that will adhere to and reference all NCCHC standards and TCJS, as well as all State and Federal laws, rules, and regulations. All policies and nursing protocols whether electronic or hard copy shall be the property of Contractor and shall remain the property of Contractor after the term or termination of this Agreement. Any proprietary intellectual property of Contractor shall be made available to the County and Sheriff but shall remain the sole property of Contractor. Contractor agrees to utilize PowerDMS as the electronic document management system for the dissemination of operational policies and procedures. Contractor will provide free access for County to view Contractor's policy and procedures within the PowerDMS platform.

- A. Contractor's policy and procedures, literature, and nursing protocols guide and inform the practice of care but do not create the standard of care. Standard of care is the level and type of care that is deemed reasonable based upon the clinical situation under all the relevant surrounding circumstances recognized as acceptable and appropriate by reasonably prudent healthcare providers in similar fields.
- B. All parties understand and agree that Per NCCHC Standard J-G-04 Therapeutic Relationship, Forensic Information, and Disciplinary Actions (I) that NCCHC does not allow for the collection of forensic information. Jefferson County Correctional Facility is requesting contractually that forensic information be collected by Contractor healthcare staff. This request will result in Jefferson County Correctional Facility not satisfactorily being in compliance with this important standard. NCCHC Compliance for accreditation requires an eighty-five (85%) success rate with important standards. Currently, Jefferson County Correctional Facility is requesting that Contractor healthcare staff perform serum alcohol (ethanol) level screening and drug screenings per court order.
- 20. Contractor shall establish a comprehensive quality control and improvement program documented within the written Contractor's policies and procedures.
- 21. Contractor shall provide training for all Sheriff employees who either work at or interact with the Jefferson County Correctional Facility so that their work effectively contributes to providing inmates, staff, and emergency care for visitors the level of care required by this Contract. Any instructional materials, whether electronic or hard copy, used in connection with such training shall be the sole property of Contractor and shall remain the sole property of Contractor after the term or termination of this Contract.
- 22. All employees and independent contractors (including employees of independent contractors) of Contractor shall be subject to a security and background check as determined by Sheriff before they commence work at the Jefferson County Correctional Facility. Such security and background testing may include both pre-employment and ongoing drug testing if required by either Contractor or Sheriff. If such security or background testing, including pre-employment or ongoing drug testing, shall produce results unacceptable to Sheriff, in its sole discretion,

Sheriff may prohibit the individual access to the Jefferson County Facility and if the Sheriff does so, shall notify Contractor in writing.

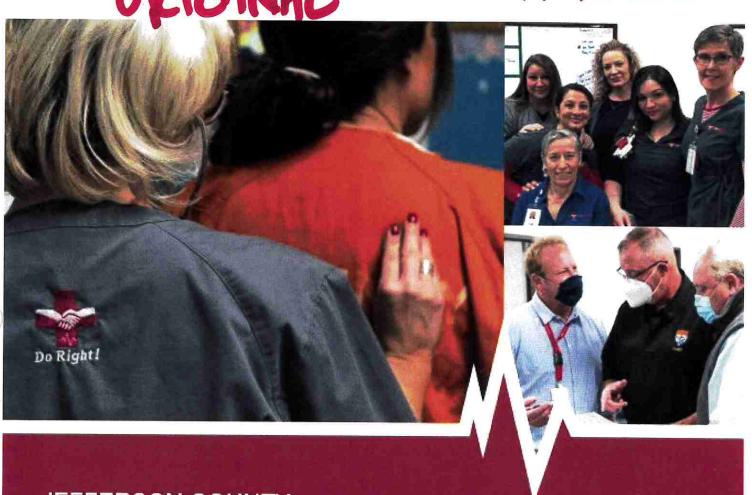
- 23. All employees and independent contractors (including employees of independent contractors) of Contractor shall comply with all Sheriff policies and procedures relating to the Jefferson County Correctional Facility, including but not limited to policies and procedures for access to the Jefferson County Correctional Facility.
- 24. Contractor shall provide:
  - a. **Jefferson County Correctional Facility Staffing Coverage Model** as attached:

Jefferson County	Corre	ctional	Facility	y Staffii	ng Cov	erage	Mode	l	
В	ased o	n 24/7	7 On-Sit	e Cove	rage				
		85	O ADP						
Position			Sche	duled Ho	ours			Total	FTEs
Position	SUN	MON	TUE	WED	THU	FRI	SAT	Hours	FILS
		DAY	SHIFT						
RN/HSA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN/DON		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN (Dedicated to 14-Day Health									
Assessments)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
LVN	24.00		24.00	24.00	24.00			168.00	4.20
LVN (Dedicated Intake/Booking) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
CMA (7AM-3PM)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
EMT - P/I (Dedicated Intake/Booking) 7AM-	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
Mental Health Director		8.00	8.00	8.00	8.00	8.00		40.00	1.00
MHP Discharge Planner		8.00	8.00	8.00	8.00	8.00		40.00	1.00
MHP LPC/LCSW	8.00	16.00	16.00	16.00	16.00		8.00	96.00	2.40
Dental Asst		6.00	6.00	6.00	6.00	6.00		30.00	0.75
Admin Asst		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Medical Records Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Medical Clerk/Lab Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Pharmacy Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00
		EVENII	NG SHIF	·T					
RN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
LVN	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168.00	4.20
LVN - P/I (Dedicated Intake/Bokking) 7PM-	12.00	12.00	12.00	12.00	12.00	12.00		84.00	2.10
CMA (3PM-11PM)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
EMT - P/I (Dedicated Intake) 7PM-7AM	12.00		12.00	12.00	12.00	12.00		84.00	2.10
MHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
		NIGH	T SHIFT						
MHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MEDICA	LAND	MENT	AL HEA	LTH PR	OVIDE	RS			
Medical Director (Medical Doctor)			8.00	8.00	8.00	8.00		32.00	0.80
Medical NP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Psych NP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Dentist		6.00	6.00	6.00	6.00	6.00		30.00	0.75
Total								1,692.00	42.30
Relief Factor	8%							135.36	3.38
Overtime	8%							135.36	3.38
								İ	
Total with Relief Factor & Overtime					1962.72	49.07			



ORIGINAL

CorrHealth 6303 Goliad Avenue Dallas, Texas 75214 214-563-8224 todd.murphy@mycorrhealth.com

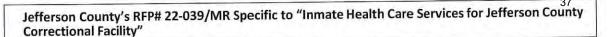


# JEFFERSON COUNTY

RFP#22-039/MR

Inmate Health Care Services for Jefferson County Correctional Facility

November 30, 2022





## 4.3 Transmittal Letter

November 30th, 2022

Ms. Deborah L. Clark, Director of Purchasing Misty Reeves, Assistant Purchasing Agent Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701



Dear Ms. Clark, Ms. Reeves, and the RFP Evaluation Committee:

CorrHealth, LLC is excited to submit our proposal in response to Jefferson County's RFP# 22-039/MR, specific to "Inmate Health Care Services for Jefferson County Correctional Facility."

CorrHealth has proudly served Jefferson County since April 2018, together we have worked closely together and prevailed through unique events, our partnership has been successful, and we are thrilled at the opportunity to continue serving and partnering with Jefferson County in delivering quality, professional, and compassionate comprehensive inmate medical, mental/behavioral, ancillary, and community-based healthcare programs and services for Jefferson County and for Jefferson County's inmate population.

During our tenure in Jefferson County, we are incredibly proud of our various achievements, how we've worked closely with Jefferson County's Sheriffs, Detention Administration and their team members through the COVID-19 pandemic and the important enhancements we've made to our program which has ensured safety, streamlined processes, and saved Jefferson County you're your taxpayer resources. CorrHealth has listed a few of our achievements, contributions, and program enhancements under Project Requirements, item 7, on pages 67 to 72 of this response and we hope Jefferson County appreciates these actions, realize them as a key differentiator and critical to our successful partnership.

CorrHealth's core leadership team has earned over two (2) decades of experience, including nearly five (5) years partnering with Jefferson County. We have established a unique, and in-depth understanding of the county's inmate health care requirement. In addition, through discussions with Jefferson County's Sheriffs, Detention Administration, and support team, and after attending the November 2<sup>nd</sup> pre-bid meeting, carefully assessing the county's RFP and both Addenda, and meticulously studying the county's responses to the questions submitted, we have carefully tailored our response to meet and exceed Jefferson County's unique and evolving needs and requirements. With this, CorrHealth is confident that we continue to be the right provider and partner for Jefferson County and the Jefferson County Correctional Facility and the Count's patient population and taxpayers.

We have carefully organized an impressive team of passionate leaders with proven backgrounds for building, developing, and supporting strong and effective teams, delivering high-quality, cost-efficient, and timely results, and proactively mitigating the county's looming risks and liabilities. Our team is a diverse group of talented individuals with an unwavering commitment to meeting and exceeding requirements and supporting a high standard of care. Our programs and services are built upon policies and procedures which adhere to the Texas Commission on Jail Standards, NCCHC, ACA, federal and community-based standards of care.



We are thought leaders in our field, we are built to e a different kind of provider from any other provider, and we carefully organized CorrHealth to serve as an agent of positive change to your inmate healthcare programs and services.

We will continue to improve healthcare outcomes, decrease unnecessary off-site transports, and mitigate Jefferson County's looming risks and liabilities. CorrHealth is proud to deliver true and unfiltered transparency including the implementation fo innovative measures which ensure cost-accountability and increased efficiencies. CorrHealth's partnership with Jefferson County has been, and remains, authentic and deeply committed. Jefferson County needs and deserves a provider and partner who sincerely cares. Jefferson County needs and deserves a partner who intently listens to you and genuinely understands your unique needs. CorrHealth is committed to delivering excellence in service and support and an unrivaled partnership experience, while honoring and respecting the taxpayer dollar. CorrHealth remains the partner for Jefferson County.

CorrHealth will accept the terms and conditions of this RFP with no exceptions. Our proposal will be valid for (90) days from November 30<sup>th</sup>, 2022, the deadline for delivery of proposals to the County.

## In Closing

We are genuinely grateful and thank Jefferson County for your trust, your support, and your partnership. We are incredibly proud of our numerous achievements over the past few years, and we are excited at the prospect of re-earning Jefferson County's trust and partnership for another potential five (5) year term. The bottom line is Jefferson County needs and deserves a proven provider and a partner whom you know and trust. Jefferson County needs, and deserves a partner who is creative, hands-on, proactive, and will step up at a moment's notice for Jefferson County and deliver utmost value with excellence in service and support. We believe CorrHealth has proven ourselves to be that partner and we are thrilled at the opportunity to extend our partnership for another five (5) year term with you, your team, Jefferson county and to serve the inmates held in the Jefferson County Correctional Facility.

We would like to take this time to sincerely thank Judge Brannick, Sheriff Stephens, Chief Deputy Shauberger, Major Guillory, Captain Mentor, Captain Harrigton, Captain Morris, Captain Lewis, Captain Harrell, Ms. Clark, Director of Purchasing and Ms. Reeves, Assistant Purchasing Agent for your valuable insight, the opportunity to bid on this critical procurement process and renew our partnership with Jefferson County. I personally commit to delivering the resources necessary to tailor a successful program for Jefferson County and the Jefferson County Correctional Facility.

You have my word, and our renewed commitment, that we will always "Do Right," and we will not let you down!

Sincerely and always my best,

CorrHealth's Authorized Agent, Principal Designated for Clarifications/Questions and Point of Contact for Negotiations for Jefferson County's RFP# 22-039/MR, Specific to "Inmate Health Care Services for the Jefferson County Correctional Facility"

Todd Murphy, Co-Founder & President

Phone: (214) 563-8224

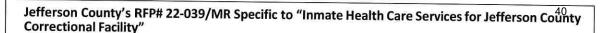
Email: todd.murphy@mycorrhealth.com

CorrHealth, LLC • 6303 Goliad Avenue, • Dallas, Texas • 75214 • FEIN# 82-1288341



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## 4.5 Executive Summary

Throughout our response, CorrHealth demonstrates our experience, knowledge, and insight into Jefferson County's correctional healthcare program. Our team of tenured industry professionals has well over 100 years of collective experience in providing quality comprehensive inmate healthcare for counties of various size and scope throughout Texas and the Southwest. CorrHealth was founded to be an agent of positive change in the correctional healthcare industry, and unlike any other provider, and that includes our delivering transparency which was previously unseen in the industry, excellence in service and support, and an unrivaled partnership experience. In this Executive Summary, we outline our response and define a few of our key differentiators.

CorrHealth is providing all of the requirements of this RFP. Included, in order requested by the RFP are the following sections:

7.5	T	
a.	Transmittal Letter	CorrHealth provides an overview of our organization's performance and
		partnership with Jefferson County and how we've served your patients and
		the Jefferson County correctional Facility, while complying with Jefferson
		County's RFP requirements and being strong stewards of the precious
		taxpayer dollar.
b. Executive		In this three (3) page Executive Summary, CorrHealth expands on several
	Summary	program and what differentiates us from other providers. We have
		identified services which meet the county's needs, while exceeding the
		requirements of the RFP, plus any exceptions.
c.	Table of Contents	CorrHealth's Table of contents outlines our proposal, providing specific
		location of each required section and the Appendices.
d.	Offeror Identifying	CorrHealth's corporate identifying information follows the Executive
	Information	Summary in the document.
e.	cannaly in the accument.	
	and Organization	In our proposal, CorrHealth provides a detailed corporate organizational chart along with the biographies and experience for each of our leaders
	and Organization	and for key team members involved in our present at 15%
f.	Project	and for key team members involved in our program at Jefferson County.
1.47.47	Requirements	In our proposal, CorrHealth proudly provides our program and service
	Requirements	delivery for each of Jefferson County's requirements. CorrHealth welcomes
	Cost Proposal	the opportunity to clarify any response.
g.	Cost Proposal	CorrHealth has supplied our cost-plus pricing as requested. We have also
	Appendix of RFP	provided a fully transparent cost sheet and summary which details our cost
	011	breakdown.
	Other information	CorrHealth understands Jefferson County, we understand your concerns
	that may be helpful	and we understand you unique and evolving needs. Our partnership with
	in the evaluation	Jeπerson County is incredibly important to us. We are genuinely grateful
		for you and our partnership thus far. Should we receive the county's award
		of your RFP, we look forward to meeting to discuss Jefferson County's
		needs, collaborating and negotiating the specific terms of our new
		Agreement with you.

Every county has its own history, concerns, goals, and guidelines just like Jefferson County. CorrHealth carefully tailors and customizes our quality-based healthcare programs and services exclusively for each county we serve, and we have done exactly that with our proposal for Jefferson County. We do not base our coverage matrices, our programs and services, or our engagement methods from generic 'off-the-shelf' templates.



We are confident our approach will continue to be the right one for Jefferson County, your team, and your inmate population. We deliver a hands-on approach and are genuinely committed to "Do Right" by our team members, our patients, our county partners, and the communities we proudly serve.

CorrHealth provides quality, compassionate, comprehensive inmate medical, mental/behavioral, ancillary, and community-based programs and services within all state (Texas Commission on Jail Standards), national and industry correctional standards (NCCHC and ACA), and community-based standards of care. Basing our programs and services on these standards ensures we are following a high standard of care, thus mitigating risks and liability, all while working within the county's budgetary guidelines. We will continue to work harder, smarter, be fully transparent, and always "Do Right."

## CorrHealth's Differentiators

In an industry saturated with status quo providers, CorrHealth is the highly engaged, creative and non-corporate approach to quality based comprehensive inmate healthcare programs and services. According to Sheriff Stephens in 2018, it's our unique approach that was the primary factor in Jefferson County choosing CorrHealth as its provider-partner and more detail is provided on this on pages 66-71 of this response. CorrHealth was conceived and built to be a very different kind of correctional healthcare provider and an agent of positive change in the correctional healthcare industry and thus far, our vision has been highly successful.

Since our inception in May 2017, we have earned the trust and partnerships of fourteen (14) county agencies throughout the four (4) states which we proudly serve and partner. Our four (4) state territory includes Texas, where we proudly serve and partner with six (6) county partners, including Jefferson County, New Mexico, where we proudly serve and partner with five (5) county partners, Colorado where we serve one county partner, and Wyoming, where we proudly serve two (2) county partners. Below are a few of CorrHealth's key differentiators which are primary factors why Jefferson County, and our other county partners chose us, and factors which further demonstrate why CorrHealth is the right provider and partner for Jefferson County:

- ✓ CorrHealth is proud to be privately held. We will continue to empower Jefferson county and our team members to engage and work directly with CorrHealth's ownership and decision makers 24/7 just as we have since April 2018. By having sole control over our organization, CorrHealth maintains utmost authority, autonomy, and control of our teams, our programs, and our services. We serve our county partners locally and we do not attempt to manage our teams and sites from Florida, California, Tennessee, Illinois, Oklahoma, or other distant states as each of our competitors do. By being privately held, we make immediate decision locally without Jefferson county having to navigate through multiple tiers of territory managers, bureaucratic processes, and or wait for "corporate" to make the simplest of decisions.
- CorrHealth recruits and supports more Texas based leadership and support team members than any other correctional healthcare provider. No other inmate healthcare provider can support Jefferson County the way CorrHealth does and has since 2018. Whether it's our Co-Presidents, Todd Murphy, and Victor Hutchinson, our CMO, Dr. Nicholas Longnecker, Krista Rogers, Director of Finance, or our Travel and Operations training team, simply stated, no other correctional healthcare provider in the industry has invested so much in Texas. No other provider has the ability to be proactive, serve, and support Jefferson County the way CorrHealth has, and are fully committed in continuing to do.
- CorrHealth STEPS UP! Jefferson County is, and always has been, a highly competitive and challenging place to recruit and retain high performing healthcare professionals. The challenges which Jefferson County faces are why we strategically built our core leadership team of healthcare, service, and support professionals who reside, and serve our county-partners in Texas. We stepped up by increasing compensation rates higher than the modeled budget. We stepped up by filling in key positions in Jefferson County with our Regional Managers, our Trainers.





Filling Jefferson County's key positions with corporate leadership and training positions results in a considerable expense and it has placed a significant hardship on CorrHealth, our teams and our other county-partnerships, but CorrHealth makes these sacrifices as a testament to our commitment and appreciation for Jefferson County and our partnership. Not a day goes by where we don't acknowledge, remember, and give thanks for Jefferson County's faith, your trust and support and serving as our first partner in Texas, and simply stated, CorrHealth is committed to always "Do Right" and our stepping up for Jefferson County.

- CorrHealth is the only inmate health provider to deliver true and unfiltered transparency. CorrHealth wholeheartedly believes in providing our county partners and their taxpayers with full and unfiltered transparency into our financials, our operations, our business practices, and in all aspects of our partnership. We provide such transparency with all of our county-partners, and we are proud to deliver such levels of transparency with Jefferson County and through this procurement process. CorrHealth is the only inmate health provider in the industry to provide such levels of unfiltered transparency, doing so in an ethical and responsible manner, to ensure cost accountability and uphold our firm commitment to always "Do Right". CorrHealth delivers the transparency and accountability which Jefferson County needs and deserves, while fostering a firm foundation of trust, which maintains a stable and long-term partnership.
- Jefferson County \$2,873,461 in off-site costs since 2021. CorrHealth understands the high costs of off-site services and as strong stewards of the tax-payer dollar, we see it as our responsibility to maximize on-site programs and services and minimize off-site transports as much as possible, but there are instances when off-site transports are medically necessary. CorrHealth understands the importance of an effective claims and utilization management process and through our diligence with these claims and our strong, and successful partnership with our claims and utilization management partner, CorrHealth has saved Jefferson County an average of 41% in your off-site services in the 2022-2023 contract year, we saved the County 58% in the 2021-2022 contract year, we have yielded a peak savings as high as 87% per claim, and these savings over that period equates to a total savings of \$2,873,461. Our diligence and these savings are yet other key differentiators and why CorrHealth is the right provider-partner for Jefferson County.
- CorrHealth recruits and supports more Texas based leadership and support team members than any other correctional healthcare provider. No other inmate healthcare provider can support Jefferson County the way CorrHealth does. Whether it's our Co-Founders and Presidents, Todd Murphy, and Victor Hutchinson, Robert Davis, our General Counsel, our Chief Medical Officer (CMO), Dr. Nicholas Longnecker, Krista Rogers, Director of Finance, or our Travel and Operations Training team, simply stated, no other correctional healthcare provider in the industry has invested so much in Texas. No other provider has the ability to be proactive, serve, and support Jefferson County the way CorrHealth has, and will continue to do.
- CorrHealth is one of the only providers in Texas, and in the industry to recruit, support, and provide a Flex-Travel team of licensed healthcare professionals which reduces the need for temporary agency personnel. Texas has experienced a stressed healthcare labor market. It has been a challenge to locate, recruit, and retain high-performing healthcare professionals, and the COVID pandemic has only exacerbated this fact. CorrHealth took notice of the need, and we proactively recruited and developed a plan to support a team of Flex/Travel team members to serve our teams and our sites. We did so without thinking twice, we're proud to have done so, and we're proud to be one of the only healthcare providers in Texas to support a dedicated team of Flex/Travel team members.





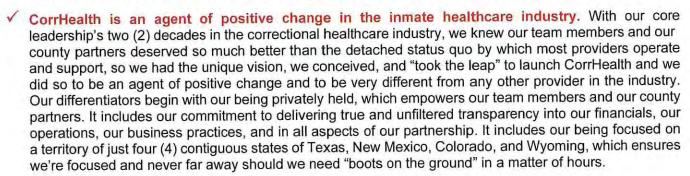
"With less than a week as our new immate health care provider and during a routine med pass, one of CorrHealth's nurses noticed one of our Officers looking sweaty and pale and immediately directed her attention to assessing him and his health. Apparently, his appendix had just burst, and he was immediately rushed to the hospital where he had emergency surgery. As a direct result of CorrHealth' nurses' attention to detail and their skill set, Officer Carbajal was able to go home to his family that night. He is healthy and has returned to work. I think Officer Carbajal and his family would agree that we made the right decision by partnering with CorrHealth." Captain Adam Hilliard Midland County, TX

CorrHealth understands training is critical, and we are committed to investing in well-trained and well-supported teams. Christi Franklin, Training Team Manager and Katie Hunter, Associate Regional Manager are Texas based, they serve our Texas teams and partners, and they provide oversight, training, and support for CorrHealth's healthcare, service, and support mission. In Jefferson County, CorrHealth proactively trains each team member. We hold inperson training sessions with each team member on a regular basis to ensure our team members are well trained, knowledgeable, highly confident, and working well within their team. We make certain that each team member is trained on new



equipment prior to placing the equipment into service as subtle manufacturing changes can create confusion or hesitancy, and we avoid this confusion with hands-on training.

- CorrHealth proactively mitigates risks and liabilities, by offering the unparalleled expertise and representation of Robert Davis, CorrHealth's General Counsel. We are diligent with our training methods, and we have developed proactive measures to mitigate litigation prior to any claim being filed. Robert has over 35 years of experience in representing governmental entities and officials in litigation. He has extensive experience in first-party and third-party litigation for major insurance carriers. He represents entities such as the State Bar of Texas, the Texas Association of Counties, the Texas Jail Association, the Sheriff's Association of Texas, the Texas Chief Deputies Association, the East Texas Police Chiefs Association, and he, along with his firm, represents dozens of Sheriff's Offices.
- CorrHealth manages risk with the knowledge of a trusted expert in Tim Hammond. CorrHealth takes mitigating looming risks and liabilities extremely seriously. Only CorrHealth can offer Jefferson County the invaluable experience of Tim Hammond, who serves CorrHealth as Director of Risk Management. Tim is vigilant with the development and updating of our policies and procedures. He visits our team members and detention administration regularly with the objective of proactively addressing policy adherence which results in both minimized risk and liability as well as a safer program and operation.







"We knew CorrHealth was built to do things a little differently, they did a great job of expressing that to our Sheriff, who had a vision to improve drastically without worrying about status quo. To improve, sometimes you have to take a degree of risk and push the limits and our Sheriff was willing to do that, and CorrHealth answered the call. It's a great partnership."

John Shauberger, Chief Deputy Jefferson County, Texas

PowerDMS is a strong and trusted partner with CorrHealth. We proudly utilize PowerDMS in each county we serve. PowerDMS helps ensure the integrity of our policies and records management processes by storing, updating, disseminating, and tracking our critical compliance data, such as our policies and procedures, our audit records (Texas Commission on Jail Standards and NCCHC) and other sensitive data. We created a seamless and efficient audit process with NCCHC. As a result, CorrHealth earned PowerDMS' 2021 Innovation Award. Leading the way, our use of PowerDMS



forced the technical team to rethink the objectives of their platform's functionality within their platform. Innovative solutions for CorrHealth's document management needs resulted in an "outside the box" development practice that is now applied to sites industry wide.

Understanding the Difference in Price vs. Cost. CorrHealth understands that price is an important factor in Jefferson County's selection with this RFP process, and we get it. Many providers offer a low price, but that low price often results in a much higher overall costs to Jefferson County in the long run. The long-term result is an inability to retain and recruit healthcare professionals, poor employee/team member morale, medical mistakes, negative outcomes, such as increases in grievances, off-site transports, deaths and litigation and lawsuits, turnover rates, increases in off-site transports, and the overuse of temporary agency staffing.

These deficiencies almost guarantee increased risks and liabilities which results in much higher costs than originally budgeted. The old adage, "You get what you pay for" holds true, but it couldn't be truer than when it comes to inmate healthcare.

CorrHealth is proud to be a Texas based organization. Texas is incredibly important to CorrHealth, after all it's our home too, we're proud of the fact that we're incorporated and based in Texas and we're exponentially proud of the fact that we are the only inmate healthcare providers based in Texas. We successfully transitioned our team, programs and services in Jefferson County, Texas in April 2018 and in your 1,268-bed correctional facility, and since then we've successfully transitioned, we began serving and partnering with five (5) other Texas counties since then, and we're ready to expand our program and renew our partnership with



Jefferson County for another potential five (5) year term. In that time, we have recruited a passionate, strong, Texas-based leadership team, who are dedicated to serving our Texas county-partners and ensuring their health care success. Our policies, procedures and protocols are based on state (Texas Commission on Jail Standards), NCCHC, ACA, federal, and community-based standards of care. CorrHealth was established specifically to partner with counties, like Jefferson County, and to be an agent of positive change from the status quo and provide Jefferson County with a fresh, honest, and hands-on solution to inmate healthcare. CorrHealth will continue to provide Jefferson County with an exceptional correctional-based comprehensive inmate healthcare program.

Thank you for your consideration to continue a strong and supportive partnership with CorrHealth. Jefferson County is incredibly important to us, and we wholeheartedly value you, your team, and your partnership. We are excited at the prospect of continuing our partnership with Jefferson County through this process and for many years to come.



CorrHealth acknowledges receipt of the following:

- Jefferson County's release of Addendum #1, which was released on November 4th, 2022.
- Jefferson County's release of Addendum #2, which was released on November 18th, 2022
- 3. Jefferson County's release of Addendum #3, which was released on November 28th, 2022

## 4.6 Proposer Identifying Information

b. Type of Business Entity	Texas 75214
ı ı	Liability Company (LLC)
c. Place of Incorporation registers proud or healthcatter.	Texas. CorrHealth is incorporated, ed, and based in Texas. We're exponentially the fact that we are the only inmate are provider which is based and served from We are the only Texas-based organization be responding to_Jefferson County's RFP.
d. Name & Location of Major Oπices  CorrHea 6303 G	ate Office: alth, LLC. bliad Avenue Texas 75214
ATT CONTRACTOR OF THE PROPERTY	alth's leadership are located in the ng cities:
• D	allas, Texas Ibuquerque, New Mexico t. Collins, Colorado
e. Offeror's Principal Contact Person  Todd M 6303 G Dallas, Phone:	nder & President urphy bliad Avenue TX 75214 (214) 563-8224 (9) 375-8351



ed and a second and	
f. Offeror's Federal Employer Identification Number	EIN#: 82-1288341
Jefferson County Vendor Number	N/A
Jefferson County Business License Number, If Any;	N/A
g. Addresses of Member, Partner, & Employee of the Offeror	Please refer to the information that follows for the addresses of CorrHealth's leadership team. For confidentiality, we have omitted our team member's street addresses. Upon contract award, we will provide additional vendor-partner and team member information as required and necessary.
Co-Founder & President Todd Murphy Dallas, TX 75214	Co-Founder & President of Operations Victor Hutchinson Broken Arrow, OK 74014
Chief Medical Officer (CMO) Nicholas Longnecker, MD, CCHP Northlake, TX 76226	Director of Operations & Mental Health Mary Zold, LCSW, CCHP Albuquerque, NM 87124
General Counsel Robert Davis Tyler, TX 75701	Director of Risk Management Tim Hammond, CCHP Fort Collins, CO 80525
<b>Director of Finance and Reporting</b> Krista Rogers Bells, TX 75482	Director of HR and Recruiting Kim Caldwell Albuquerque, NM 87111
h. Offeror's Financial Stability	CorrHealth is a financially solvent organization, which is demonstrated through our core team of tenured correctional healthcare professionals. Our team members have earned strong reputations for instilling high values, integrity, and a personal touch to each correctional healthcare team they've managed. Our CorrHealth team has a long history of profitability and success.  Our founders hold the financial responsibility of the
	company and have secured financial references from their banking institutions.

## 4.7 Proposer Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name)
- b. An employment history
- c. A specific description of relevant experience and skills that person has in



connection with the conduct of financial advisory services that is the subject of this RFP (limit one page)

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Personnel according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands that this section is requiring information and resumes specific to the team members who are on-site each day caring for the inmates housed in the Jefferson County Correctional Facility. Per Addendum 1, we have provided job descriptions for the top-level personnel in this section and the balance of the job descriptions in the Appendix on pages 138-162 of this response.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands and agrees our team members personnel are subject to removal from this project by the Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. CorrHealth understands and agrees that any replacements of key personnel will be be of equal or superior experience as the person replaced. Any replacements will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. CorrHealth understands and providing that the replacement is the same experience and skill level, recommends that the rate of pay be in accordance with the local market in order to retain talent.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth believes in delivering utmost transparency with our financials, our operations, our business practices, and in all aspects of our partnership, and this includes transparency into providing a detailed statement setting forth the proposed hourly billing rate and the



specific hours modeled for each of CorrHealth's key team members, and for each additional team member to be assigned to serve Jefferson County and the inmates housed in the Jefferson County Correctional Facility. CorrHealth has provided a detailed coverage and staffing matrix in section 7 on pages 117-125 of this response.

## CorrHealth's Key On-Site Personnel

## Site Medical Director - Position Overview

CorrHealth's site medical director is a trained physician who coordinates the facility's medical team to achieve CorrHealth's daily goals and overall mission. The site medical director will ensure that all of CorrHealth's healthcare team complies with Jefferson County Correctional Facility's policies, procedures, systems, agendas, and expectations. They are responsible for providing medical assessments and evaluations, as well as ensuring that quality treatment for medical issues is provided to patients. They collaborate effectively with CorrHealth's medical and mental/behavioral health providers to prevent disease and injury to patients within the Jefferson County Correctional Facility.

#### **Essential Duties**

- ✓ Provides medical assessments and evaluations for Jefferson County's/CorrHealth's inmate patients
- Initiates and supervises treatment for medical issues
- ✓ Supervises all care given by CorrHealth's medical team
- ✓ Advises other providers on site, as needed, to allow for best possible treatment for patient.
- Collaborates effectively with all levels of CorrHealth's team working and functioning within the Jefferson County Correctional Facility, including both colleagues and the Jefferson County's team
- Makes professional recommendations that improve quality of care and patient outcomes
- ✓ Provides clinical oversight to the Jefferson County Correctional Facility
- Performs quarterly chart reviews and annual assessments of the medical providers.

## Minimum Education/Experience Requirements

- ✓ Graduate of accredited medical school, completion of post-graduate program in a Primary Care discipline
- (5) years of professional experience providing primary care
- ✓ (2) years of professional experience in administrative clinical level
- Active and unencumbered license to practice in working state

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this position and its function. Duties, responsibilities, and activities may change at any time with or without notice.

#### Competencies

- Clear, effective verbal and written communication with co-workers, supervisors, Sheriff's and detention administration, and inmate-patients
- ✓ Excellent verbal and written comprehension
- ✓ Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates



#### **Employment Requirements**

- Must maintain all certifications, educational requirements, licensing, etc. for this position
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures in CorrHealth's Team Member Handbook
- ✓ Willing to assist coworkers in job duties and work overtime if required; may act as a resource to other coworkers
- ✓ Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- ✓ Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on Jefferson County Correctional Facility's safety policies and procedures

## Physical/Mental Requirements

- ✓ This position routinely requires (but is not limited to) the following:
- ✓ Ability to both remain stationary and move/traverse throughout the Jefferson County Correctional Facility, including up and down flights of stairs
- ✓ Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Medical Director understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Medical Director is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's Medical Director must comply with all current and future State, Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail Standards), NCCHC, ACA, federal and community best standards of care. It is expected for CorrHealth's Medical Director to treat every team member, any, and all correctional personnel, any, and all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect at all times. Actions or communications that are inappropriate or degrading will not be tolerated by CorrHealth at any time.

## Nurse Practitioner-(Medical) - Position Overview



patient health care, examines, and treats illnesses and minor injuries, and works with the Jefferson County Correctional Facility health team to implement the necessary patient care.

#### **Essential Job Duties**

- ✓ Holds daily sick call, examines patients, and carries out treatments.
- ✓ Consults with physician about non-emergency conditions that fall outside protocol parameters.
- Carries out physician's orders and consults with necessary health team to ensure the patient receives the appropriate physical/mental care, as needed
- ✓ Identifies medical emergency conditions and provides appropriate emergency care, including arranging for transfer to the nearest appropriate facility as necessary
- ✓ Admits patients and coordinates with CorrHealth's nursing team to develop treatment plans
- Performs annual physical examinations
- ✓ Orders appropriate laboratory studies
- Classifies appropriate worker status
- Performs wound treatment
- ✓ Provides discharge planning as required.
- Electronically documents all findings using SOAPE method
- Attends and participates in Quality Management and Peer Review meetings/activities

#### Minimum Education/Experience Requirements

- ✓ Current, unrestricted license as a Nurse Practitioner or Physician Assistant in state of employment
- ✓ Current DEA license
- One year experience
- ✓ Prefer correctional/detention facility experience

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

#### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs.
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

## **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook



- Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

#### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights
  of stairs
- ✓ Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- ✓ Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Nurse Practitioner understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Nurse Practitioner is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's Nurse Practitioner must comply with all current and future State, Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as the Texas Commission on Jail Standards, the NCCHC, the ACA, federal, and community best standards of care. CorrHealth's Nurse Practitioner must treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated by CorrHealth at any time.

#### Health Services Administrator (HSA) Registered Nurse - Position Overview

CorrHealth's Health Services Administrator functions as the department head for the medical unit departments at the various detention facilities in which CorrHealth partners and serves. They are responsible for planning, directing, coordinating, and supervising the delivery of CorrHealth's healthcare programs and services. Included in this role and function is responsibility for budgetary and fiscal matters, patient care, and laboratory and pharmacy operations.

#### **Essential Job Duties**



- Supervises health services team, including but not limited to: nursing, dental, medical records, and mental health
- Ensuring staffing levels meet contractual requirements and schedules team members to best meet operational needs
- Responsible for maintaining revenue goals and controlling all expenses to ensure that the profit goal is met for the assigned to the Jefferson County Correctional Facility; may assist in preparation of annual budget
- Assists in the development, implementation, monitoring, and annual review of health care policies and procedures within the assigned the Jefferson County Correctional Facility
- Meets regularly with Chief Shauberger, Major Guillory and, or their designee(s), CorrHealth's Director of Operations, members of CorrHealth's team assigned to the Jefferson County Correctional Facility, and team to review monthly reports, needs, medical services, etc.
- ✓ Plans and presents new hire orientation and in-service continuing education programs, in accordance with the Jefferson County Correctional Facility and accreditation requirements
- Ensures appropriate licensure, certification, and quality standards are maintained and met by all medical and dental professionals
- ✓ Ensures CorrHealth's program at the Jefferson County Correctional Facility is in compliance with all applicable federal, state (Texas Commission on Jail Standards), and local (if applicable) health care standards for correctional facilities (NCCHC and ACA if applicable)
- ✓ Assists in the development, review, and testing of a disaster plan for health services.
- ✓ Must be on call at all times to respond to staffing, administrative, or medical situations.
- ✓ Oversees the Continuous Quality Improvement (CQI) and Infection control programs
- ✓ Capable of giving CPR/AED instructions and able to take charge in a CPR emergency
- Monitors use of pharmaceutical services
- ✓ Ensures that Chronic Clinics are maintained per CorrHealth policy and protocol
- ✓ Educates patients with regard to diet, hygiene, and methods of prevention of chronic medical diseases
- Ensures CorrHealth's team maintains confidentiality and security of health records and medical information in compliance with HIPAA requirements
- Must understand functionality of each team member's role in the Jefferson County Correctional Facility, and be able to fill in or find appropriate coverage as needed

#### Minimum Education/Experience Requirements

- √ Valid licensure as Registered Nurse
- ✓ Associates, Bachelor's or Master's degree in Nursing, Health Administration, Business Administration, or health related field preferred. Degree in Health Care Management or Health Services Administration is preferred
- ✓ Some experience as an LTC nurse preferred.
- One year of specialized experience in an administrative, clerical management, or supervisory position in the health care field. Work must have involved (i) a close working relationship with facility members, (ii) analysis and/or coordination of administrative, clinical, or other service activities, and (iv) provided knowledge of regulations, requirements, and standards across an assortment of supervisory groups in various administrative areas
- AED Certification

#### **Additional Duties**



Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

#### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

#### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- Must have current CPR/BLS certification
- ✓ Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Team Member Handbook
- Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on the Jefferson County Correctional Facility's safety based policies and procedures

#### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights
  of stairs
- ✓ Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### **Work Environment**

CorrHealth's Health Services Administrator (HSA) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk



and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Health Services Administrator (HSA) is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Health Services Administrator (HSA) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.

## Director of Nursing (DON) - Position Overview

CorrHealth's Director of Nursing is predominantly in charge of managing, training, disciplinary and performance evaluations, and supporting the Nursing/EMS team. They are responsible for maintaining quality care throughout the entire facility. They are also responsible for all on-site health care services in the facility, and work closely with Detention Administration to ensure proper communication between Chief Shauberger, Major Guillory and their designee(s) and CorrHealth's team. This position ensures medical, mental, and ancillary health programs are based on site-specific goals and work within CorrHealth's and the Jefferson County Correctional Facility's policies and procedures.

#### **Essential Job Duties**

- Primarily responsible for orientations, training, performance evaluations, disciplinary actions, and on-going support of the Jefferson County Correctional Facility Nursing/EMS team
- Monitors the implementation of the detention facility's procedures and programs
- Evaluates financial and statistical data, program requirements, and issues to make recommendations for improvement
- Leads CorrHealth's healthcare team in delivering care to patients and offering quality support to other team members
- Ensures appropriate licensure, credentialing, and insurance coverage on all medical personnel
- Creates and updates policies when necessary to help improve the level of care for each patient
- Implements quality improvement programs
- Ensures that all patient care plans have the documentation necessary to provide the proper type of care
- Works closely with any and all subcontracted services, including pharmacy, lab, x-ray, oxygen and specialty providers
- Oversees services rendered by contractors and professional team
- ✓ Audits weekly logs and AP forms
- Screens all requests for records; approves/disapproves responses as appropriate
- Reviews status of patients with serious health problems, ensuring all necessary intervention and treatment is completed
- Monitors inmate hospitalization closely with UM management to ensure early release when possible
- Closely monitors all potential catastrophic illnesses and explores/utilizes appropriate means of limiting CorrHealth's and the facility's liabilities
- Oversees utilization of special housing, infirmary beds and outside patient services for appropriateness and quality of services provided
- Functions as the liaison between all other professional organizations



✓ Accepts on-call status as necessary

## Minimum Education/Experience Requirements

- ✓ Associates, Bachelor's or Master's degree in Nursing, Health Administration, Business Administration, or health related field preferred
- √ Valid RN license
- √ Two (2)+ years' nursing supervisory experience
- ✓ Some experience as an LTC nurse preferred

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the team member for this job. Duties, responsibilities, and activities may change at any time with or without notice.

#### Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to appropriately and safely use standard medical equipment
- ✓ Ability to respect the dignity and confidentiality of inmates

#### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Team Member Handbook
- Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- ✓ Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

## Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- ✓ Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

#### Physical/Mental Requirements

- ✓ This position routinely requires (but is not limited to) the following:
- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights
  of stairs
- ✓ Ability to position oneself in different spaces



- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- ✓ Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Director of Nursing (DON) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Director of Nursing (DON) is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Director of Nurses (DON) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to continue collaborating and working closely with Jefferson County's IT team to obtain specific requirements and ensure we can provide any equipment, software, or data communication lines required to complete the work outlined in the RFP Specification document.

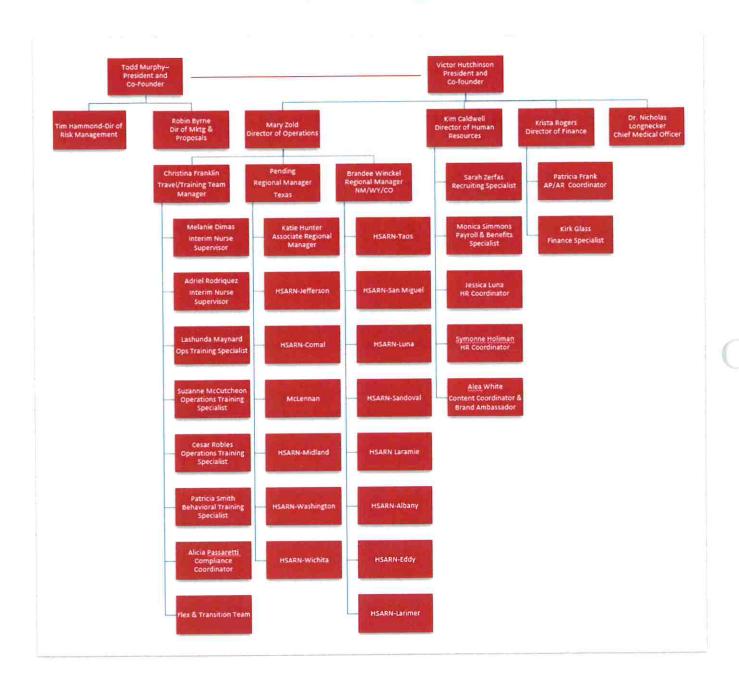
To our knowledge, CorrHealth has never, nor currently, had any team member related through blood or marriage with any employee working for Jefferson County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

CorrHealth understands, agrees, and will comply with this requirement. Provided below is CorrHealth's organizational chart and our chart list our leaders who will be responsible for managing and supporting our team and the programs and services offered in our proposal. Our organizational chart indicates the lines of authority, names, titles, and the functions of the individuals assigned. CorrHealth's Co-Founder and Co-President, Todd Murphy, serves as CorrHealth's contact person specific to Jefferson County's RFP and our proposal to the RFP. Todd's contact information is found on the cover of this proposal.

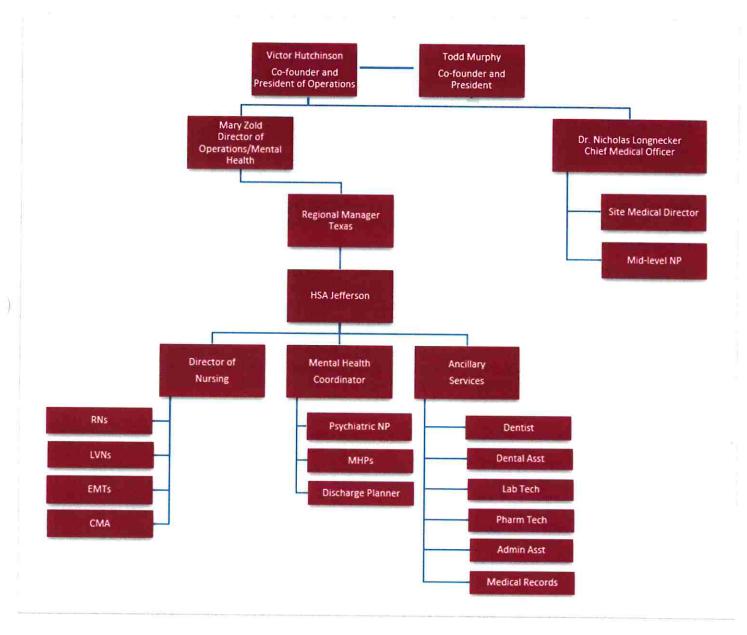


# CorrHealth's Corporate Organizational Chart





# Proposed Organizational Chart Specific to the Jefferson County Correctional Facility





## Section 5: Project Objective and Scope of Services

## Scope of Services

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans with Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

Objective: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has successfully been providing to Jefferson County since April 2018, and we are proposing throughout this response cover a quality based comprehensive inmate healthcare program customized uniquely for the Jefferson County Correctional Facility. Our program meets and exceeds all state (Texas Commission on Jail Standards (TCJS), the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), Federal Performance Based Detention Standards and community-based standards of care. We shall remain fully informed of all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. CorrHealth is committed to observing and complying at all times, with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans with Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

CorrHealth provides high quality inmate medical, mental, ancillary and community health care programs and services to counties throughout Texas, the Southwest, and the Rocky Mountain region. We offer our county-partners integrity, true transparency, and an unrivalled partnership. CorrHealth will continue to deliver to Jefferson County a flexible, on-site healthcare solution that will keep providing the following:



- Quality inmate healthcare programs and services beginning at the inmate's intake and acceptance and active through their release
- ✓ Active recruitment for, invest in, and manage locally based qualified healthcare professionals,
- Training and education that ensures consistent, quality, pro-active healthcare treatment
- ✓ Up to date policies, procedures and protocols based on national standards, (NCCHC and ACA) state standards (Texas Commission on Jail Standards), and industry best standards of care
- Coordinated on-site ancillary services including dental, lab, x-ray, and medical waste
- √ Tele-medicine and Tele-psychiatry, as required
- ✓ Reduced off-site transports through on-going, continuous CMO-driven review process
- ✓ Thorough intake screening and training.
- Clinic care and chronic care services, detoxification and substance abuse treatment, Tuberculosis testing
- Full pharmaceutical services
- Health promotion and education to inmate-patients
- Proven Mental Health programs, including Suicide Prevention
- Coordinated health training for county administration and detention personnel
- Electronic Medical Records (EMR) services through CorEMR, the correctional industry's leader in EMR platforms
- ✓ Pro-active risk and liability mitigation
- Six (6) lines of liability to include professional liability, general liability, worker's compensation, employment
  practices liability insurance (EPLI), hired and non-owned auto liability and cyber security liability coverage
- Off-site claims and utilization management (UM) expertise
- Pro-active coordination and partnership with locally based community health providers

<u>Description of Jail</u>: Jefferson County Correctional Facility (JCCF) was opened in January 1992. The facility is a combination of minimum, medium and maximum-security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum-security units also have 12 isolation cells. The average daily population from April 2021 to March 2022 was 909. This facility has 25-30 inmates that participate in a work release program. These inmates leave the facility to work in the community.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

<u>Current Contractor</u>: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with CorrHealth, LLC, a private health care contract provider. The current contract was entered into on April 10, 2018. The initial term was to end April 8, 2020. The agreement was renewed for 2 years, with an additional month to month contract amendment March 15, 2022.



## Supplies and Office Equipment:

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth currently serves and partners with Jefferson County, and we are committed to make use of the supplies and medications which are on hand if Jefferson County choses to continue partnering with CorrHealth. CorrHealth acknowledges the County ascertains the following equipment is on-site:

- 1. EKG (1)
- 2. Pulse Oximeter (8)
- 3. WA Vital Signs Monitor (3)
- 4. Thermascan Thermometers (2)
- 5. Oral Thermometers (2)
- 6. Dental Autoclave (1)
- 7. Dental X-Ray Processor (1)
- 8. Dental X-Ray Machine (1)
- 9. Dental Chair (1)
- 10. AED/Defib (2)
- 11. Medication Cart (2)
- 12. Stretcher (1)
- 13. Hospital Beds (2)
- 14. Exam Tables (3)
- 15. Wheelchairs (4)
- 16. Walkers (4)
- 17. Crutches (3)
- 18. Nebulizer (2)
- 19. Emergency Bags (2)
- 20. Disaster Box (1)
- 21. O2 Concentrator (2)
- 22. Medication Refrigerator (1)
- 23. Centrifuge (1)
- 24. Lab Refrigerator (11)
- 25. Lab Cart (1)
- 26. IV Pole (1)
- 27. Pill Crusher (2)
- 28. Scales (4)
- 29. Medication Shelves (5)
- 30. Otoscope (2)
- 31. Ophthalmoscope (1)
- 32. Vaccine Freezer (1)
- 33. Small Med/Diabetic Carts (2)
- 34. Evacuation Medication Bins (3)
- 35. Ultrasonic Dental Cleaner (1)
- In addition the County will provide all cleaning and maintenance materials, bedding and clothing
  for infirmary patients, all food service including meals for correctional officers on assignment at a
  hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily
  found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones,
  window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.



CorrHealth understands, agrees, and will comply with this requirement. CorrHealth appreciates Jefferson County providing all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or CorrHealth's medical offices, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.

2. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used) in accordance with NCCHC Guidelines.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will supply at its expense, all other supplies required to carry out its performance. Supplies including, but not be limited to, forms (five forms required by the Jefferson County Correctional Facility will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used) in accordance with NCCHC Guidelines.

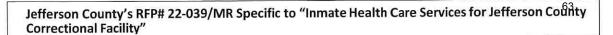
The Contractor will supply at its expense on-site office equipment it needs such as copiers, fax
machines, calculators, additional telephones, answering machines, ordinary computer equipment.
This equipment is the property of the Contractor and must be maintained and repaired at the
Contractor's expense.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will supply at its expense on-site office equipment it needs such as copiers, fax machines, calculators, additional telephones, answering machines, ordinary computer equipment. This equipment is the property of CorrHealth and must be maintained and repaired at our expense.

4. The Contractor shall provide adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will provide adequate equipment and supplies to meet the needs of the program. We will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. CorrHealth will be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. We understand all remaining supplies shall become the property of JCCF at the termination of the Contract.

Equipment and Supplies Remain Property of the County: All equipment purchased by the County under the contract shall be the property of the County and shall remain on site at the termination





of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands that equipment and supplies will remain the property of the county, specifically: All equipment purchased by the County under the contract, all supplies, including pharmaceuticals, purchased for use in the performance of the contract.

6. Placing Purchased Item in Correct Category: In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will make every effort to identify a purchased item in the correct category. We agree to the County's method – in case of a difference of opinion, the net price of the purchase will determine the item category.

## **Records and Documentation**

Remain the Property of the County: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County.

1. Contractor must provide Electronic Medical Records (EMR) that meets all NCCHC, ACA, Texas Jail Standards and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the County all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth successfully implemented CorEMR, which is the correctional healthcare industry's leading electronic medical records (EMR) platform/provider in the Jefferson County Correctional Facility in April 2018. CorEMR meets and exceeds state (Texas Commission on Jail Standards), national (NCCHC and ACA), Federal regulations, and community best standards of care and it is



fully integrated and bridges with the counties current jail management system. The EMR includes medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR is able to generate daily, weekly, and monthly reports as needed. Should Jefferson County elect to terminate its partnership with CorrHealth, CorrHealth agrees to provide Jefferson County with any, and all medical records in a digitized and a stand-alone form. Should CorrHealth renew our partnership with Jefferson County, we are committed to continue supporting CorEMR as the right EMR solution for Jefferson County's inmate healthcare program.

Should Jefferson County elect to terminate its partnership with CorrHealth, CorrHealth agrees to provide Jefferson



County with any, and all medical records in a digitized and a stand-alone form.

2. The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. Ensure that confidential, complete, and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory and radiological services, medication administration records and medical specialty encounters. The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth ensures that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under our care, and we have successfully done so since we initially transitioned our team, programs, and services in the Jefferson County Correctional Facility in April 2018, and we are committed to continue doing so with the renewal of our partnership through this RFP process. We are committed to ensure that confidential, complete, and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory and radiological services. medication administration records and medical specialty encounters. CorrHealth will maintain the inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. We understand that all medical records will become the property of the Jefferson County Correctional Facility at the end of the contract. All medical records will be available for review by Chief Shauberger, Major Guillory and their designee(s) at any time. CorrHealth agrees inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. CorrHealth will continue to comply with the State's statute regarding retention of health records.

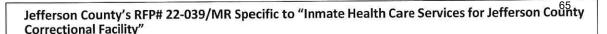
3. The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from the Jefferson County Correctional Facility.

## Services and Administration:

The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program but is intended only as a general description of some of the program's contents.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to continue delivering and supporting our teams members, our programs and services for the provision of comprehensive





inmate health care programs and services for the Jefferson County Correctional Facility. Our program meets, and exceeds state (Texas Commission on Jail Standards), national (NCCHC and ACA), federal, constitutional and community best standards of care.

 The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards. The Jefferson County Correctional Facility is currently NCCHC accredited.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has been implementing an innovative solution to policy implementation and reviews in Jefferson County since April 2018 creating numerous benefits for Chief Shauberger, Major Guillory and, or their designees. PowerDMS is CorrHealth's electronic document management system for medical and behavioral health policies and procedures. Jail administration has direct access electronically to CorrHealth's medical and behavioral health policies and procedures which have allowed Chief Shauberger, Major Guillory and, or their designees to enhance the management of training opportunities for security personnel. CorrHealth closely reviews our policies and procedures on an annual basis with CorrHealth's Chief Medical Officer (CMO) as well as CorrHealth's on-site Medical Director acting as the responsible physician within the facility. In addition, CorrHealth's medical and behavioral policies and procedures are annually reviewed by CorrHealth's Health Service Administrator (HSA) and Chief Shauberger, Major Guillory and, or their designees. Furthermore, during the 2021 NCCHC Survey performed virtually due to the pandemic, CorrHealth's partnership with PowerDMS enhanced the NCCHC's surveyors' ability to more efficiently review the compliance standards of CorrHealth's medical and behavioral health policies and procedures providing both Chief Shauberger, Major Guillory and, or their designees and CorrHealth an insightful review to effectively enhance the safety and wellbeing of the inmate-patients.

2. The Contractor shall coordinate, with a Jail Administrator, meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. The provision for monthly health service staff meetings to include medical, dental, and mental health, to ensure good communication within health services, and the documentation of such meetings.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will coordinate with Major Guillory and Chief Shauberger, or their designee(s), meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. The provision for monthly Health Services Administrator (HSA) team meetings to include medical, dental, and mental health, to ensure strong and effective communication within the team, coordination, strong team morale, and the documentation of such meetings.

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

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. We will develop and implement plans to address/correct any agreed upon deficiencies identified.



4. Statistical reports and incident reports shall be submitted to the Jail Administrator monthly. The Health Administrator and Jail Administrator will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Jail Administrator immediately.

CorrHealth understands, agrees, and will comply with this requirement. Statistical reports and incident reports shall be submitted to Chief Shauberger, Major Guillory and or their designee(s) on a monthly basis. CorrHealth's RN/Health Services Administrator (HSA), Chief Shauberger and Major Guillory and, or their designee(s) will work together to review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, will be reported to Chief Shauberger, Major Guillory and, or their designee(s) immediately.

 The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has a strong quality assurance program that covers all aspects of each standard, CorrHealth takes a deep dive into each review and audit each response to provide detailed and specific outcomes to improve in all areas of care. We collect and analyze data to help improve the quality of service continuously. The Continuous Quality Improvement (CQI) process helps our teams improve exponentially. CorrHealth continually strives to increase performance levels and identifies 2-3 processes each month to be evaluated. It is this ongoing effort that helps progress efficiency, accountability, and positive outcomes.

6. The Contractor shall 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.

CorrHealth understands, agrees, and will comply with this requirement. Documenting any, and all healthcare related events are one of the most important aspects of what we do, it mitigates risk and liabilities. CorrHealth will include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews will be documented.

7. The Contractor 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.

CorrHealth understands, agrees, and will comply with this requirement. At CorrHealth, we are cognizant of the importance of claims, utilization management (UM), network access and claims processing services. We are not claims and utilization management (UM) experts, and thus have made the responsible decision to subcontract with a 3<sup>rd</sup> party provider, who specializes in this business and is dedicated to performing these services in the corrections industry. Unlike many of our competitors who attempt to manage their programs from corporate headquarters in distant states, CorrHealth manages most of our claims and utilization management (UM) processes locally and on-site. We are committed to managing Jefferson County's off-site claims and utilization management (UM) processes locally and on-site at the Jefferson County Correctional Facility. By doing so, we will increase efficiencies, decrease off-site providers wait time for payment, and prevent costly mistakes.



CorrHealth has established a strong and trusted partnership with a proven 3<sup>rd</sup> party utilization provider who has based their business in managing claims, utilization management (UM), network access and claims processing in the correctional setting for over a decade, and their experience is based exclusively in providing these services for county detention facilities of various size and scope, as well as large department of corrections (DOC) systems.

We are confident that Jefferson County has been appreciative of its savings throughout our partnership. Through our 3<sup>rd</sup> party partner in Jefferson County, and through our partnership, we have successfully saved Jefferson County an average of 52% in off-site claims and yielded a peak savings as high as 87% per claim. These savings are a profound testament to our commitment to meeting and exceeding our goals of providing quality care with fiscal responsibility to our county partners' and their taxpayers, and we are excited to continue extending these savings to Jefferson County.

With the renewal of our partnership with Jefferson County, CorrHealth will continue to partner with our 3<sup>rd</sup> party provider to provide utilization management 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 will 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.

CorrHealth's case management review plan regarding off-site costs will be detailed in this response, however, it is important to note that CorrHealth is committed to maximizing on-site programs and services to minimize unnecessary, costly, and risk-laden off-site services. We have been extremely successful in managing on-site programs and services, which result in an overall savings to each of our county partnerships, and we are fully committed to continue doing so for Jefferson County.

Our claims, adjudication, and utilization management (UM) services process-begins with CorrHealth's on-site healthcare professionals contacting our on-site Medical Director or provider for consultation, appropriateness, and medical necessity prior to sending the patient for off-site care. As a form of further checks and balances, CorrHealth's Chief Medical Officer (CMO) reviews each, and every off-site send out on a regular and ongoing basis to validate its appropriateness, and he refers each with the on-site Medical Director and, or each provider.

A component of our utilization management (UM) program is our claims review process. Our third-party provider-partner reviews all invoices for duplication in billing, overcharges, and verification. Every CorrHealth facility reports emergency room, inpatient admissions, and outpatient services to the corporate team members on a daily basis. Each off-site event reported is provided with a unique authorization number.

Our claims management processes adhere to medical specialty guidelines, and industry standards to review claims for the following:

- Re-bundling,
- Incidental procedures,
- Mutually exclusive procedures,
- Duplicate charges,
- ✓ Medical visits/pre- and post-operative inclusive care,
- Assistant surgeon,



- Age/gender conflicts,
- Experimental procedures,
- Cpt modifier,
- Obsolete codes,
- Unlisted procedures,

With our third-party provider-partner's proprietary claims software, CorrHealth can store all medical claim data in-house, including:

- Patient's name,
- ✓ Type of service/procedure,
- Provider's name,
- Provider Tax ID,
- Patient's date of birth.
- Date received,
- Diagnosis code & brief description,
- Place of service,
- ✓ Patient's account number,
- Total amount billed,
- Total paid,
- Principle, other procedure codes, & dates,

#### Hospital claims, including:

- Type of bill,
- Admission date and hours,
- Occurrence codes and dates,
- Admit and discharge diagnosis,
- Revenue codes.
- Billed per line,
- Paid per line,

#### All services, including:

- Date of service,
- Procedure code,
- Brief description,
- Modifiers.



- ✓ Units,
- ✓ Billed per line,
- Paid per line,

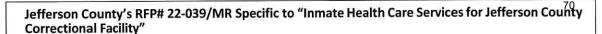
CorrHealth believes in delivering true and unfiltered transparency in everything that we do, and that transparency extends to our claims and utilization management processes and the savings which we, along with our third-party provider earns for each of our county partners. Our third-party provider also believes in transparency, and they work closely with CorrHealth to provide transparent data sets for each patient and his/her medical treatments, the amount billed, and the amount negotiated and reconciled down, which is the amount which is paid to the off-site provider(s).

At CorrHealth, establishing and maintaining our excellent payment history is incredibly important to us, we take this responsibility seriously, and we ensure each of our community providers and our ancillary provider partners are paid on a timely basis. Simply stated, we will ensure that Sheriff Stephens, Chief Shauberger, Major Guillory, Judge Brannick, and Jefferson County's Commissioners do not get blindsided by any community-based healthcare provider who might claim Jefferson County does not pay their bills.

 The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.

CorrHealth understands, agrees, and will comply with this requirement. In 2022 CorrHealth implemented a new risk management plan through an effective change of policy and procedures directly relating to critical incidents. This implementation has established procedures to manage critical incidents through a multidisciplinary peer review analysis reporting and review process for incidents occurring within the facility. The review outline consists of the presentation of a chronological timeline of events, differential diagnoses, clinical diagnoses, pathological discussions and laboratory results, a review of any pertinent medical behavioral health and security reports, and a case summary. This will establish a peer review process and will involve CorrHealth's risk management plan to closely involve CorrHealth's General Counsel. This process will be subject to the peer review privilege and attorney-client privilege with CorrHealth's General Counsel participation. In summary, treating health staff are informed if deemed necessary of pertinent findings of reviews. Alternative management strategies or recommendations for process management or training are discussed and documented at the next facility's Continuous Quality Improvement (CQI) committee meeting.

When critical incidents involve mortality, CorrHealth's already positioned policy J-A-09 (I) PROCEDURE IN THE EVENT OF AN INMATE DEATH serves as a directive for the management of clinical mortality reviews. The process involves several different layers of a multidisciplinary thorough review of all deaths to determine the appropriateness of clinical care, to ascertain whether changes to policies, procedures, or practices are warranted, and to identify issues that require further study in an effort to improve care and prevent future deaths. Multiple categories are discussed including a critical incident debriefing, a psychological autopsy when mortality is a result of completed suicide, and a clinical mortality review involving a peer review process incorporating a risk management plan with General Counsel within a multidisciplinary approach. For the benefit of the facility, an administrative review is conducted in which the assessment of correctional and emergency response actions surrounding an inmate-patient's death is reported in writing and any deficiencies noted are corrected. Plans for correction are





retained. CorrHealth's RN/HSA will coordinate and work closely with Sheriff Stephens, Chief Shauberger, Major Guillory and their designees to identify opportunities for improvement.

9. The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has implemented, and we support a pharmacy and therapeutic committee which are responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. CorrHealth has contracted, and we have established a strong and trusted partnership with the local Walgreen's Pharmacy for providing STAT medication orders when necessary.

10. The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence, and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will establish an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence, and spread, and provides for the care and treatment of inmates so infected. Reporting of infections will be in accordance with local and state laws. CorrHealth's program complies with the Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA) regulations.

11. Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment, the Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies.

CorrHealth understands, agrees, and will comply with this requirement. Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment, CorrHealth will continue its provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. CorrHealth agrees to be financially responsible for the costs of removal and disposal of the medical waste utilized within the Jefferson County Correctional Facility, including all necessary supplies.

12. The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e., those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.

CorrHealth understands, agrees, and will comply with this requirement.



CorrHealth will comply with the Jefferson County Correctional Facility's policies and procedures specific to managing inmate complaints regarding any aspect of the healthcare delivery system. CorrHealth's responses to medical and behavioral health grievances are directed within CorrHealth policies and procedures in collaboration with jail administration guidelines for inmate medical grievances as defined within the inmate handbook. CorrHealth will continue to maintain monthly statistics of grievances filed i.e., those founded or unfounded. CorrHealth agrees Jefferson County reserves the right to review any inmate complaints and review CorrHealth's suggestive actions. CorrHealth agrees that responses from Chief Shauberger, Major Guillory and, or their designee(s) may exhaust the administrative remedies for any inmate-patient. When the grievance remains unresolved after a response from Chief Shauberger, Major Guillory and or their designee(s), the inmate-patient may seek a remedy from the court.

13. The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is proud of our team members and our contractors, and we are committed to retain individuals who are currently assigned to work for Health Services at the Jefferson County Correctional Facility, as of the date of this proposal submission. CorrHealth agrees to actively recruit hire, train and support any, and all employed team members necessary for the performance of our partnership and this Agreement. Initial and continued employment of team members and subcontractors will be subject to approval of Jefferson County. CorrHealth agrees any, and all persons employed by CorrHealth will be employees, or contractors, and CorrHealth agrees they will not be employed and, or contracted by Jefferson County.

Recruiting and retaining high-performing healthcare professionals is one of the most critical functions that we do, we take our responsibility and commitment seriously, and we have been successful retaining and recruiting for our county partners. Successful recruitment and retention in this pandemic world and challenging healthcare market requires a proactive, highly targeted, creative, heavily engaged, and persistent approach and CorrHealth has excelled with that approach. CorrHealth utilizes a multifaceted set of proven resources, tools, and methodologies in the recruitment and retention of our team members, and we are fully prepared to utilize this approach in recruiting healthcare professionals and support team members in Jefferson County. Sarah Zerfas, with over 20 years of experience of recruiting in challenging environments, serves as CorrHealth's Recruiting Specialist. Sarah prides herself on her ability to locate the right candidate for the right positions, connect with them, earn their trust, and place them in the right role. By applying skill and tenacity, Sarah provides solutions and consistent results rather than apologies for staffing vacancies.

a. Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Jail Administrator when requested.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth assures that all health care team members meet current licensure, certification or registration as required in the community.



CorrHealth agrees all current physician, subcontractors and team members' licenses shall be provided to Jefferson County, and CorrHealth understands and agrees these records will be kept on file in Chief Shauberger, Major Guillory and or their designee(s) office. CorrHealth agrees employment and subcontractor files shall be made available to Chief Shauberger and Major Guillory and or their designee(s) when requested.

 The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.

CorrHealth understands, agrees, and will comply with this requirement. At CorrHealth, we are not all the same and we celebrate that fact. CorrHealth hires great people from a wide variety of backgrounds, not just because it is the right thing to do, but because it makes CorrHealth stronger. All qualified applicants receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status. CorrHealth is committed to compliance with all fair employment practices regarding citizenship and immigration status. CorrHealth has worked for real change and progress in diverse recruitment, hiring and advancement. Today, 87% of CorrHealth senior leadership roles are women. CorrHealth is committed to creating a diverse and inclusive workforce. When it comes to promoting diversity, equity, inclusion and belonging, actions speak louder than words. CorrHealth realizes that employees want to see their organizations step-up, "Do Right" and make genuine strides toward ensuring that more women, persons of color, LGBTQ+, and older employees receive opportunities and are promoted into positions of leadership.

c. The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.

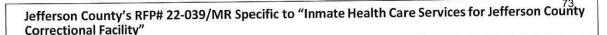
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understand and agrees Jefferson County reserves the right to prohibit any of our employed team members and/or independent contractors from performing service with regard to this Agreement.

d. All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued 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.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands and agrees any, and all personnel shall be required to pass a background investigation conducted by the Jefferson County Sheriff's Office for initial and/or continued employment. Additionally, CorrHealth understands and agrees any, and 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.

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

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees that any, and all employed or contracted team members shall comply with current and





future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, Texas Commission on Jail Standards, NCCHC and ACA standards, and policies and procedures of Jefferson County and the Jefferson County Correctional Facility.

f. The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has provided the names of corporate or regional management personnel assigned to the contract and partnership with Jefferson County. CorrHealth has provided the job description for our Regional Manager in this proposal. CorrHealth understands and agrees any replacement personnel shall be subject to approval of Jefferson County.

g. The Contractor shall notify and consult with the Jail Administrator prior to discharging, removing, or failing to renew contracts of professional staff.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to notify and consult with Chief Shauberger, Major Guillory, and, or their designee(s) prior to discharging, removing, or failing to renew contracts of any of our team members.

h. The Contractor shall provide job descriptions for all areas of health staff employment and that staff are adequately oriented to their tasks.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has included job descriptions for our Site Medical Director, our RN/Health Services Administrator and Administrative Assistant/Claims in section 4.7. All other job descriptions can be found in the Appendix, on pages 138-162 of this response.

i. The Contractor shall ensure that there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient, and quality health services program. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions (Medical Director and Administrator, per Addendum #2). The Contractor is also to indicate in its proposal, the levels, numbers, and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.

CorrHealth understands, agrees, and will comply with this requirement. Staffing details are in Section 7, pages 117-124 of this response.

j. The Contractor ensures that infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting, and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.

CorrHealth understands, agrees, and will comply with this requirement. Please note our dedication to the Texas Commission on Jail Standards and the NCCHC's standards and requirements at the top of our response and under Section 5, Project Objective.



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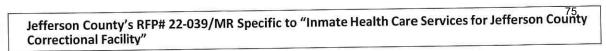
CorrHealth agrees to retain recruit, support that infirmary care will be supervised by a full-time RN, has adequate staff coverage, maintains separate charting, and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.

k. Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor 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. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All fulltime contractual staff shall be on-site for at least 40 hours per week. In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis to the County. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.

CorrHealth understands, agrees, and will comply with this requirement. In response to the above, CorrHealth will continue to work diligently to keep absenteeism and vacancies at an absolute minimum. Our recruitment specialist makes every effort to fill vacancies with highly qualified candidates via aggressive pursuits on digital platforms that focus on healthcare professionals, industry networking groups, and traditional media. A position is not considered vacant when the position is filled in any capacity, including by other CorrHealth employees, agency nurses, or temporary placements. CorrHealth agrees any, and all credits will be made to Jefferson County on a quarterly basis.

I. Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the County for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point there are 3 or more vacant positions, the contractor will have a vacancy rate of 12% and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Jail Administrator. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is extremely engaged, proactive and creative with our recruiting processes, and we are fully committed to continue to work closely with our team at the Jefferson County Correctional Facility to replace any position vacancies as quickly as possible. Until that time, we will ensure backfill and relief coverage are available when needed. A position is not considered vacant when the position is filled in any capacity, including by other CorrHealth team





members, agency nurses, and, or temporary placements.

CorrHealth agrees any, and all credits will be made to Jefferson County on a quarterly basis.

m. Contractor will maintain a record of employee absenteeism and position vacancy. The record will include position and number of hours missed or days position vacant. Record may be reviewed by County Staff and/or Jail Administrator at any time.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to maintain a detailed record of team member absenteeism and vacancy with each, and every position which we're responsible for. CorrHealth's record includes each position and the number of hours missed and, or the number of days which the position is vacant. CorrHealth believes in delivering utmost transparency in our financials, our operations, our business practices, and in all aspects of our partnership, therefore CorrHealth agrees our record may be reviewed by Chief Shauberger, Major Guillory and, or designee(s) at any time.

Recruiting and retaining high-performing healthcare professionals is one of the most critical functions that we do, and we take our responsibility and commitment extremely seriously. We have been successful in retaining and recruiting locally based highperforming healthcare professionals to function in the Jefferson County Correctional Facility since April 2018, just as we have with each of our other county partners, and when we have experienced staffing shortages such as a result of the COVID-19 pandemic, or other circumstances which are out of our control, we have filled each and every position, all while actively recruiting for locally based permanent professionals. Successful recruitment and retention in this pandemic world and challenging healthcare market requires a proactive, highly targeted, creative, heavily engaged, and persistent approach and CorrHealth has excelled with that approach. CorrHealth utilizes a multifaceted set of proven resources, tools, and methodologies in the recruitment and retention of our team members, and we are fully prepared to utilize this approach in recruiting healthcare professionals and support team members in Jefferson County. Sarah Zerfas, with over 20 years of experience of recruiting in challenging environments, serves as CorrHealth's Recruiting Specialist. Sarah prides herself on her ability to locate the right candidate for the right positions, connect with them, earn their trust, and place them in the right positions. By applying skill and tenacity, Sarah provides solutions and consistent results rather than apologies for staffing vacancies.

n. The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth puts training first. Mary Zold, LCSW and Director of Operations and Christi Franklin, Flex and Travel Team Manager continue to work with our Texas based team of Operations and Training Specialists to provide training, and support for CorrHealth's healthcare mission. They will continue to lend their talents to on-going training and corporate support for Jefferson County Correctional Facility.



CorrHealth's hands-on training approach has proven to enhance morale, reduce medical



mistakes, reduce turnover rates, and mitigate looming risks and liabilities.

14. In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1000 for three (3) consecutive months. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 800 for three (3) consecutive months; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1000 inmates or fall below 800 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands and agrees that in the event of an increase or decrease in the inmate average daily population (ADP), a per diem will be applied. No per diem will be applied until the population increases to 1,000 for three (3) consecutive months. For the purposes of calculation of the population, the average daily population (ADP) will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 800 for three (3) consecutive months; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1,000 inmates or fall below 800 inmates for three (3) consecutive months or more, CorrHealth reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.

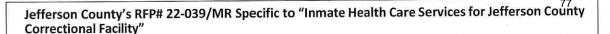
15. Contractor will ensure adequate and appropriate medications are on hand or available in timely manner to ensure the health of inmates is not compromised, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.

CorrHealth understands, agrees, and will comply with this requirement. Just as we have since April 2018, CorrHealth is committed to ensure adequate and appropriate medications are on hand or available in timely manner to ensure the health of inmates is not compromised, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.

 Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to provide any, and all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications for the inmates housed under the care and custody of the Jefferson County Correctional Facility.

b. The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.





CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to make provisions for on-site delivery of medications to Jefferson County's inmates seven (7) days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. CorrHealth agrees inmates' medications will be administered on a consistent schedule whenever possible. CorrHealth agrees to provide, furnish, and supply pharmaceuticals and drugs to the Jefferson County Correctional Facility using a blister pack form of packaging.

c. Contractor shall include a Medication Administration Record to include all information contained on the prescription label.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to include a Medication Administration Record (MAR) to include any, and all information contained on the prescription label.

d. JCCF sells some non-prescription items through the Commissary.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands the Jefferson County Correctional Facility sells some non-prescription items through the Commissary.

16. That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. The total bookins processed from April 2021 through March 2022 was 9,197. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to JCCF any inmate who displays signs of needing imminent health care and/or mental health care due to untreated injury, illness, communicable disease, and mental health issue until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, communicable disease, or mental health issue for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.

CorrHealth understands, agrees, and will comply with this requirement.

a. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees our healthcare team will be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to the Jefferson County Correctional Facility.

17. The Contractor shall ensure that there is a mechanism for the medical, dental, and mental



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health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14-day full health assessment must include the following:

- a. Review of the receiving screening,
- b. Complete history and physical examination,
- c. Recording of vital signs, height, and weight,
- d. Mental health evaluation,
- e. Vision and hearing screening,
- f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
- g. Review of the results of the health appraisal by a physician, and
- h. Initiation of therapy, when appropriate.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to ensuring that there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into Jefferson County's system, and yearly thereafter, in accordance with NCCHC standards. The 14-day full health assessment must include the following:

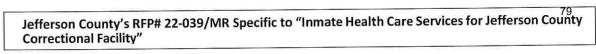
- Review of the receiving screening,
- b. Complete history and physical examination,
- c. Recording of vital signs, height, and weight,
- d. Mental health evaluation,
- e. Vision and hearing screening,
- f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
- g. Review of the results of the health appraisal by a physician, and
- h. Initiation of therapy, when appropriate.

The Contractor shall ensure that there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14-day full health assessment must include the following:

- a. Review of the receiving screening,
- b. Complete history and physical examination,
- c. Recording of vital signs, height, and weight,
- d. Mental health evaluation,
- e. Vision and hearing screening,
- f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated.
- g. Review of the results of the health appraisal by a physician, and
- h. Initiation of therapy, when appropriate.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to ensuring that there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into Jefferson County's system, and annually thereafter, in accordance with NCCHC standards. The 14-day full health assessment must include the following:

- a. Review of the receiving screening,
- b. Complete history and physical examination,
- c. Recording of vital signs, height, and weight,
- d. Mental health evaluation,
- e. Vision and hearing screening,
- f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
- g. Review of the results of the health appraisal by a physician, and
- h. Initiation of therapy, when appropriate.





a. Prevention of dental disease and oral hygiene education,

 b. Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,

c. Referral to a dental specialist if needed, and

d. Provision for emergency care.

CorrHealth understands, agrees, and will comply with this requirement.

a. Prevention of dental disease and oral hygiene education,

- Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
- c. Referral to a dental specialist if needed, and the
- d. Provision for emergency care.
- e. The Contractor ensures that inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.

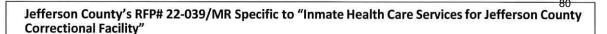
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth ensures that inmate health care services are accessible and available through a sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with state (Texas Commission on Jail Standards) and NCCHC, ACA, federal guidelines, as well as community best standards of care.

f. The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to conduct nurse sick call seven (7) days per week including holidays. CorrHealth's physician, NP, or PA coverage shall consist of sick call a minimum of five (5) days per week. CorrHealth's physician will be on call 24 hours a day, seven (7) days per week. In conducting these clinics, CorrHealth's health care team will utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.

d. Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees daily sick call shall be conducted in the Administrative Separation units. CorrHealth currently provides and supports a dedicated nurse in the Administrative Separation units a minimum





of sixteen (16) hours a day, seven (7) days per week, and we agree to provide and support this nurse through this Agreement with Jefferson County. Assessments will be done during Administrative Separation rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record in CorrHealth's CorEMR system.

e. Contractor shall provide inmates with an opportunity for self-education regarding their personal health and well-being and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB, and any other public health communicable disease (i.e., Covid, Influenza).

CorrHealth understands, agrees, and will comply with this requirement. At CorrHealth, we see it as our responsibility to educate inmates on their personal health and well-being and we agree inmates have the legal opportunity to be informed regarding treatment and the right to refuse care. CorrHealth agrees to operate on-site specialty clinics at the Jefferson County Correctional Facility which shall include but not be limited to, STD, HIV, TB, and any other public health communicable disease (i.e., COVID, Influenza (Flu).

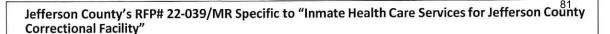
f. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has developed and implemented a program for the care of chronic care inmates, and we will continue to support our chronic care clinic through this new Agreement with Jefferson County. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three (3) months.

- g. The Contractor ensures that diagnostic, radiological, medical specialty, and emergency and in- patient hospital services and care are provided.
  - a. The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to maximizing on-site programs and services and reducing labor intensive, costly and risk laden off-site services, CorrHealth agrees to fully manage, and support on-site ancillary services to the fullest extent possible, and our commitment certainly extends to diagnostic, radiological, medical specialty, and emergency and in-patient hospital services and care are provided on site at the Jefferson County Correctional Facility.

a. CorrHealth will continue to make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the





primary care services provided on-site at the Jefferson County Correctional Facility. In the event there is a doubt among CorrHealth's medical team as to whether an inmate needs to be referred off-site, Jefferson County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with the Jefferson County Correctional Facility for security arrangements.

b. The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.

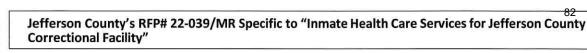
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth takes pride in being prepared, therefore, CorrHealth agrees to be responsible for providing any, and all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc., just as we have since April 2018.

- g. The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and ketones, vital signs, assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia. Prenatal care is currently provided by a local OGBYN for routine care. The following are the numbers of pregnant females in the past years.
  - a. 122 Inmates: April 2018 March 2019
  - b. 139 Inmates: April 2019 March 2020
  - c. 68 inmates: April 2020 March 2021
  - d. 51 inmates: April 2021 March 2022

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has established provisions for prenatal care. Prenatal care includes but are not limited to: Routine urine testing for proteins and ketones, vital signs, assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia. Prenatal care is currently provided by a local OGBYN for routine care. CorrHealth agrees the numbers listed below reflect the number of pregnant females in the past years.

- a. 122 Inmates: April 2018 March 2019
- b. 139 Inmates: April 2019 March 2020
- c. 68 inmates: April 2020 March 2021
- d. 51 inmates: April 2021 March 2022
- h. The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician 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 results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.

CorrHealth understands, agrees, and will comply with this requirement. As a component of our firm commitment to maximizing on-site programs and services and reducing labor intensive, costly and risk laden off-site services, CorrHealth agrees to utilize manage and support on-site ancillary services to the fullest extent possible, and we agree to be responsible for the costs of



all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician 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 results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. CorrHealth agrees to ensure that results are reported to the medical department within 24 hours.

 Contractor will provide toxicology screening and basic health lab screenings (CMP, CBC, Thyroid and Lipid) on site.

CorrHealth understands, agrees, and will comply with this requirement. As a component of our firm commitment to maximizing on-site programs and services and reducing labor intensive, costly and risk laden off-site services, CorrHealth agrees to provide toxicology screening and basic health lab screenings (CMP, CBC, Thyroid and Lipid) on site at the Jefferson County Correctional Facility.

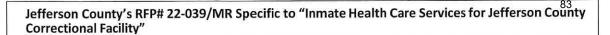
#### j. On site Dialysis is preferred.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands Jefferson County prefers onsite dialysis treatments to be performed on-site at the Jefferson County Correctional Facility, and we are fully committed to doing everything possible to bring on-site dialysis services, along with any ancillary and specialty services on-site at the Jefferson County Correctional Facility.



CorrHealth's leadership and Dr. Longnecker, CorrHealth's CMO, have closely and diligently researched the viability of managing on-site dialysis experiences with current team members who previously worked at sites utilizing on-site dialysis and they have provided direct, first-hand knowledge of the pitfalls of this service, which include, and are not limited to:

- The COVID-19 pandemic has had a serious impact on the healthcare industry, as well as the labor market and this certainly includes mobile dialysis services. Mobile dialysis services is a specialty service which CorrHealth has diligently, and thoroughly researched, and we have consistently made concerted efforts to establish a partnership with a reliable and trusted dialysis provider in order to bring these specialty services onsite, however the COVID pandemic and the labor crisis has diminished the service capabilities with the mobile dialysis providers which serve the Jefferson County area, making it extremely difficult to procure strong and stable services with a trusted provider.
- the healthcare market is highly competitive in the Houston metroplex, within the Jefferson County area and the surrounding region, and like most service-based industries, mobile dialysis services have become scarce since the advent of the COVID pandemic and trusted and reliable providers have become increasingly difficult to locate and procure.
- ✓ Dialysis providers simultaneously serve the area's acute care hospitals resulting in limited availability of dialysis providers and the personnel necessary to manage such services, especially in a fragmented and inconsistent manner, which will be what's necessary to be provided in the Jefferson County Correctional Facility.





✓ The factors cited above creates regular instances of the contracted dialysis provider either rescheduling their appointment, not showing up, or not having the availability, which requires CorrHealth to drop all previous priorities and urgently rush the inmate-patient to the ER for emergency dialysis treatments, which ended up costing Jefferson County much more.

While significant limitations and potential complications exist, CorrHealth understands Jefferson County's desire to maximize on-site programs and services, to include, but not be limited to dialysis services on-site at the Jefferson County Correctional Facility, and we are fully committed to continue with our diligence and doing everything possible to bring on-site dialysis services, along with any other ancillary and specialty services on-site at the Jefferson County Correctional Facility. CorrHealth is eager to discuss these services, the issues, and potential solutions with Jefferson County during the negotiations phase of this process.

k. The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to provide emergency medical services on-site 24 hours per day, seven (7) days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. CorrHealth agrees to be financially responsible for all emergency transportation including ambulance services.

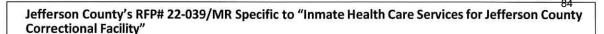
a. The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands, and agrees communication is paramount and ensures a proactive response and CorrHealth agrees to notify the shift supervisor immediately when an inmate needs off site emergency care.

 Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital,

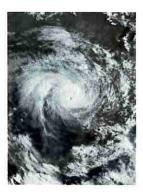
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to be responsible for providing emergency treatment to visitors, volunteers, staff, employees, or subcontractors of the County who become ill, or injured while on the premises. CorrHealth agrees treatment will consist of stabilization and referral to a personal physician or local hospital.

 Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.





CorrHealth understands, agrees, and will comply with this requirement. CorrHealth's leadership was proud to be there on-site in Jefferson County, and we were fully engaged with Jefferson County and both of our teams through Hurricane Harvey, Tropical Storm Imelda, Hurricane Hanna, Hurricane Laura, all of which came close to impacting Jefferson County. We were there and stood by Jefferson County and our teams through the COVID pandemic. CorrHealth is a true partner, we stand firm by our partnerships and our history proves us as so, and we absolutely agree to comply with Jefferson County Correctional Facility's disaster plan in the event of the next man-made or natural disaster.



m. JCCF has implemented a co-pay program for health services.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands the Jefferson County Correctional Facility has established a co-pay program to assist in controlling and funding its health services.

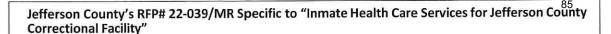
- n. The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room. The following are the numbers of detoxification inmates in past years.
  - a. 669 Inmates: April 2018 March 2019
  - b. 1,027 Inmates: April 2019 March 2020
  - c. 877 inmates: April 2020 March 2021
  - d. 467 inmates: April 2021 March 2022

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to be responsible for the detoxification of inmates who are withdrawing from drugs or alcohol. CorrHealth agrees any inmate experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room. CorrHealth agrees the following are the numbers of detoxification inmates in past years.

- a. 669 Inmates: April 2018 March 2019
- b. 1,027 Inmates: April 2019 March 2020
- c. 877 inmates: April 2020 March 2021
- d. 467 inmates: April 2021 March 2022
- Contractor will perform pre-employment physicals for JCCF employees. The Contractor's
  physician will be responsible for obtaining a history and performing a physical for
  prospective employees of JCCF. The following are the number of physicals in past years.
  - a. 48 physicals: April 2018 March 2019
  - b. 80 physicals: April 2019 March 2020
  - c. 45 physicals: April 2020 March 2021
  - d. 66 physicals: April 2021 March 2022

CorrHealth understands, agrees, and will comply with this requirement. perform pre-employment physicals for the Jefferson County Correctional Facility employees. CorrHealth agrees our physician providers will be responsible for obtaining a history and performing a physical for prospective Jefferson County Correctional Facility's prospective employees. CorrHealth understands the following are the number of physicals performed in past years.

- a. 48 physicals: April 2018 March 2019
- b. 80 physicals: April 2019 March 2020





c. 45 physicals: April 2020 – March 2021
 d. 66 physicals: April 2021 – March 2022

p. TB testing will be provided for inmates and Annual TB testing will be provided for staff according to the Texas Department of Health. Approximately 250 staff tests are done annually. Contractor will submit TB Plan to the Texas Department of Health annually.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has provided 206 TB tests in 2018, we managed 180 TB tests in 2019, we managed 21 TB tests in 2020, 167 TB tests in 2021, and we have delivered 141 TB tests thus far in in 2022. CorrHealth understands and agrees annual TB testing will be provided for inmates as well as Jefferson County's staff according to the Texas Department of Health.



CorrHealth understands approximately 250 staff tests will be conducted on an annual basis. Numbers for 2019 –2020 were administered late in 2019, so numbers for 2020 may appear small. CorrHealth understands and agrees to re-submit our TB Plan to the Texas Department of Health annually once we renew our partnership with Jefferson County.

- q. Contractor will provide for mental health services which shall include as a minimum:
  - a. Screening for mental health problems on intake as provided in NCCHC, ACA, and TCJS standards.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth currently screens for mental health problems with each, and every intake as provided in state (the Texas Commission on Jail Standards), national (NCCHC and ACA), and community best standards of care, and we are committed to continuing to do so through the renewal of our partnership with Jefferson County.

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

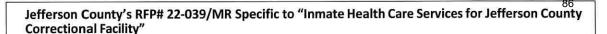
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to utilize our psychiatrist for the detection, diagnosis, and treatment of mental illness with the inmates who are under the custody and care of Jefferson County.

c. Crisis intervention and management of acute psychiatric episodes.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to provide and manage crisis intervention and management of acute psychiatric episodes.

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

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands the mental health crisis in Jefferson County, and we agree to manage the stabilization of the mentally ill and the prevention of psychiatric deterioration within the Jefferson County Correctional Facility.





#### e. Facilitate an on-site approved Jail Competency Restoration Program.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth acknowledges and understands our county detention centers have been the de facto mental health institutions in Texas and throughout our nation since the 1980's, and we also acknowledge and understand the lingering wait list to be approved for a bed in one of our state's Forensic State Hospitals. At CorrHealth, we understand the problem, we know how it affects our county



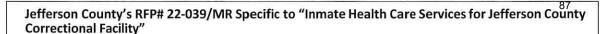
partners, their personnel and their operations, and we see it as our responsibility to become part of the solution, therefore we wholeheartedly believe developing and managing a Jail Based Competency Restoration Program (JBCR) is the right solution, and CorrHealth is committed to developing, managing and supporting such a program for Jefferson County and in the Jefferson County Correctional Facility.

CorrHealth's Jail Based Competency Restoration Program (JBCR) is intended to,

- ✓ Establish evidence-based treatment programs intended to establish competency in those suffering from extreme mental illness,
- ✓ Reduce the number and wait times for treatment for individuals on the state's Forensic State Hospital's clearinghouse list,
- ✓ Provide a cost-effective alternative to competency restoration in a Mental Health Facility or Residential Care Facility,
- Reduce the demand for state hospital bed days in the Jefferson County area served by the program,
- Minimize and mitigate the stressors of incarceration, to the best extent possible, for participants in the program,
- Mitigate assaults, the various stressors on detention personnel, and the looming risks and liabilities resulting from inmates suffering from chronic mental health conditions.

Based on Jefferson County's RFP requirements, CorrHealth tailored our coverage, staffing and pricing model specifically on the coverage matrix which was provided in the RFP, and the required coverage and staffing matrix did not include coverage and staffing to support a Jail Based Competency Restoration Program (JBCR) for the Jefferson County Correctional Facility. However, CorrHealth is fully committed to establish, manage, and support such a program, and we very much look forward to the negotiation phase of this process to discuss, and negotiate the appropriate coverage levels, pricing, and the terms necessary to tailor, develop and support such an innovative and much needed Jail Based Competency Restoration Program (JBCR) program specifically for Jefferson County and your inmate patients.

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





CorrHealth understands, agrees, and will comply with this requirement. Discharge Planning starts from the very beginning with the initial inmate intake. The Discharge Planner (DCP) interviews inmate patients daily after their meeting with the Mental Health Professional (MHP) or Qualified Mental Health Professional (QMHP) for Initial Behavioral Evaluation, Mental Health visits, sick calls, or referral by nursing staff. The DCP uses a questionnaire to determine the needs of the patient/inmate. These questions consist of probation or parole violation, education; employment, housing, benefits, alcohol, and drug use; doctors they may visit and rehabilitation. Once the interview is completed, the DCP will use all gathered information to refer patients/inmates to community partners for assistance with housing, mental health treatment/diagnosis, medication management, case management, and substance abuse treatment.

Also, assists female patients/inmates who are victims of domestic violence, have the opportunity to contact Beaumont Women's Shelter for assistance with a safe place to live. Once a female patient/inmate is released from jail, the shelter will be contacted, and the shelter will send an Uber driver for her.

#### The Referral Process

After the interview process is completed, all gathered information is compiled into a Discharge Plan with resources. Depending on the needs of the patient/inmate, he or she is referred to MHMR for housing, mental health treatment and substance abuse treatment; they are referred for health insurance, Baptist Smart Health Clinic, TAN Health Care, financial applications, such as food stamps and SSI benefits. Some patient/inmates will need assistance with obtaining a birth certificate, social security card. Texas state ID card, employment information, GED information; half-way house information, food pantries, and information to help with clothing. Once the plan is created and placed in the patient/inmate's hand or property, a referral is email to the PATH program case manager and MHMR the day of the patient-inmates release.

The DCP partners with Spindletop, Jefferson County's local MHMR provider to ensure patients with mental health needs are referred for appropriate care and follow up. Spindletop will also come to the facility to meet with those individuals identified by the DCP as homeless to assist with housing needs prior to their release. DCP attends monthly meetings with Spindletop to discuss and coordinate services for detainees.

#### g. Obtaining and documenting informed consent.

CorrHealth understands, agrees, and will comply with this requirement. Documentation is critical to the success of any healthcare program, and we understand strong and detailed documentation is essential to mitigating looming risks and liabilities, therefore CorrHealth is committed to obtain and document any, and all inmate's informed consents as necessary.

h. Provide appropriate licensed mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to continue providing appropriate licensed mental health professionals to



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diagnose any inmates detected at booking of having a suspected mental illness. CorrHealth is committed to provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. CorrHealth acknowledges this may be obtained from prior records if within one (1) year of booking. This section is intended for compliance with Texas CCP 16.22.

i. The Contractor shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed with three (3) days of the referral request date.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to ensuring inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. CorrHealth agrees the evaluation will be completed with three (3) days of the referral request date.

j. The Contractor shall ensure that a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

### Staffing Requirements

The following are the minimum on site staffing required by the County.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands and agrees the coverage matrix provided below is the minimum on-site coverage and staffing matrix which Jefferson County is requiring through this RFP process. Due to the chronic nature of the medical and mental health conditions with Jefferson County's inmate population, and due to increasing legal, state (Texas Commission on Jail Standards), industry (NCCHC and ACA), community standards as well as Jefferson County's expectations, CorrHealth has also submitted an alternative coverage matrix which will best serve the County's population while ensuring CorrHealth's medical and mental health team can manage and document each case appropriately. This alternative matrix will not only increase the quality or care being provided to Jefferson County's patients, but it'll also reduce grievances and mitigate Jefferson County's looming risks and liabilities.



CorrHealth looks forward to meeting with Jefferson County's RFP Committee and Officials to explain the methodology with the alternative matrix and negotiate the terms of our new Agreement with Jefferson County.

#### **Day Shift**

Position	Full Time Equivalent	Hours Per Week
Medical Director	.30	12
Administrator (RN)	1.00	40
Director of Nursing (RN)	1.00	40
Nurse Practitioner/Physician Asst.	1.00	40
Dentist	.50	20
Dental Assistant	.50	20
Psychiatrist	.50	20
Mental Health Coordinator (LPC/LCSW)	1.00	40
Mental Health Case Manager (LCSW) Discharge /Admin.	1.00	40

Position	Full Time Equivalent	Hours Per Week
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Registered Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

#### **Evening Shift**

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56



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Emergency Medical Technician	.60	24
Paramedic or Emergency Medical		
Technician 1		

#### **Night Shift**

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	.60	24

#### Standards and Accreditation:

Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2018). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth's programs and services comply with applicable standards of the National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails (2018). CorrHealth understands and agrees Jefferson County's requirement that NCCHC accreditation is to remain in full effect during the term of this Agreement, in addition to any contract extensions thereof. CorrHealth understands and agrees to be financially responsible for any, and all NCCHC accreditation fees.



CorrHealth understands Jefferson County's value of its long-standing accreditation with the National Commission on Correctional Healthcare (NCCHC), CorrHealth certainly appreciates, supports, and shares Jefferson County's commitment to achieving a higher standard of care for its patients, and its dedication to maintaining accreditation standards. NCCHC is the industry standard for healthcare practices in the correctional setting and CorrHealth utilizes this accreditation as a proven guidepost of correctional based policy, procedure, and community-based practices in Jefferson County and in each of the county agencies which we proudly partner and serve and CorrHealth is devoted to upholding quality standards and compliance. CorrHealth has never failed to earn or renew a certification or accreditation.

In addition, our firm commitment to NCCHC and enhanced standards of care is also exemplified with how many of our leaders have earned their Certified Correctional Healthcare Professional (CCHP) certifications, which demonstrates our commitment to protecting our teams, our patients, our county-partners, and our organization.

CorrHealth has proudly served and partnered with Jefferson County since April 2018. In addition, CorrHealth transitioned our team, our programs and services in Larimer County, Colorado on September 1st and Larimer



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County is also NCCHC accredited. Our commitment and experience with NCCHC accreditation extend beyond managing and supporting detention facilities which are accredited, as detailed in CorrHealth's Core Leadership Team section on pages 99 to 110 of this response.

Below, CorrHealth has included a detailed listing of the various facilities which our leadership team has served over the past 20 years, to include Jefferson County who we proudly partner and serve today.

CorrHealth's core leadership team has two (2) decades of experience serving county detention facilities, many of which being of similar size and scope to the Jefferson County Correctional Facility, and below is a listing of just a few of the NCCHC accredited facilities which our core leadership team has served and supported over the past two (2) decades:

- ✓ Jefferson County, Texas, which is NCCHC accredited and certified by the Texas Commission on Jail Standards.
- ✓ Collin County, Texas, which is NCCHC accredited and certified by the Texas Commission on Jail Standards. CorrHealth's leadership team served under Correctional Healthcare Management/Correctional Healthcare Companies (CHM/CHC) and Southwest Correctional Medical Group (SWCMG) from 2008 until 2017
- ✓ Oklahoma County, Oklahoma, which is one of the few "Triple Crown" Counties in the Nation, meaning it's accredited by the NCCHC, the ACA and CALEA,
- ✓ Tulsa County, Oklahoma, which is one of the few "Triple Crown" Counties in the Nation, meaning it's accredited by the NCCHC, the ACA and CALEA,
- ✓ Pueblo County, Colorado, which is one of the few "Triple Crown" Counties in the Nation, meaning it's accredited by the NCCHC, the ACA and CALEA,
- ✓ El Paso County, Colorado which is accredited by the NCCHC,
- ✓ Pueblo County, Colorado, which is one of the few "Triple Crown" Counties in the Nation, meaning it's accredited by the NCCHC, the ACA and CALEA,
- ✓ Bernalillo County, New Mexico, which is accredited by the NCCHC and New Mexico Adult Detention Professional Standards.



<u>Alternates (Options)</u>: The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates 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 proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has specified in our proposal, any alternates we wish to propose for consideration by Jefferson County. CorrHealth sufficiently described these alternatives and labeled within our proposal and indicated the actual advantages to the program being offered. Any proposed decrease or increase in proposal price has been stated and detailed. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.

### **Project Requirements**

 Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

CorrHealth understands, agrees, and will comply with this requirement. Since CorrHealth is the incumbent, and we have been providing quality comprehensive inmate healthcare programs and services for Jefferson County and in the Jefferson County Correctional Facility since April of 2018, there will be no need for a transition if CorrHealth is successful with the RFP and we retain Jefferson County's partnership. Therefore, CorrHealth did not include a detailed transition and work plan in this response. Should CorrHealth be successful with the RFP, and we retain Jefferson County's partnership, CorrHealth is fully committed to,

- ✓ Begin an active recruitment campaign for locally based healthcare team members based on the compensation rates which are cited and detailed in this proposal and much more competitive with the current healthcare market in the Jefferson County area.
- Re-engage with area mobile dialysis providers to understand and validate if they are fully prepared to support a strong, consistent, and dependable on-site dialysis program in the Jefferson County Correctional Facility,
- ✓ Bring Dr. Rush, CorrHealth's Chief Psychiatric Officer (CPO) into Jefferson County to meet and coordinate with Spindletop (MHMR) to allow him to begin developing CorrHealth's Jail Based Competency Restoration Program (JBCR) for Jefferson County and in the Jefferson County Correctional Facility,
- Begin to engage and work closely with SMART Communications to discover how we can integrate our mental/behavioral health programs and services with their WiFi supported tablet system throughout the Jefferson County Correctional Facility,
- Re-engage with LAMAR University and other locally based resources in an attempt to recruit locally based healthcare professionals to support our health care programs and services in the Jefferson County Correctional Facility.
- Re-engage with Christus Health and other area hospitals and medical institutions to invite them into the Jefferson County Correctional Facility for a tour and demonstrate our abilities and limitations for on-site care and in an attempt to strengthen their understanding, and our partnership with them,
- Continue to train, support, and invest heavily in our RN/HSA, our RN/DON and each member of our team who dedicate themselves to CorrHealth and our team, the Jefferson County Correctional Facility, and our inmate-patient population,
- ✓ Continue working close and communicating well with Sheriff Stephens, Chief Shauberger,



Marcia Guillory, Captain Mentor, Captain Harrington, Captain Morris, Captain Lewis, Captain Harrell and their team, while delivering full and unfiltered transparency and an unrivaled partnership experience.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

CorrHealth understands, agrees, and will comply with this requirement. As the incumbent since April of 2018, we are committed to continue delivering quality comprehensive inmate medical, ancillary, mental/behavioral and community-based programs, and services for Jefferson County and in the Jefferson County Correctional Facility should we be awarded the County's RFP and the impending Agreement.

CorrHealth agrees that all proposals submitted in response to the County's RFP will become the property of Jefferson County.

#### 3. Offeror Experience

a. The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has been successfully providing comprehensive inmate medical, ancillary, mental/behavioral and community-based programs and services for Jefferson County and in the Jefferson County Correctional Facility since April 2018, therefore CorrHealth knows Jefferson County well, we have an intimate and extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project, we understand the unique and evolving issues which exist in Jefferson County, therefore CorrHealth is uniquely qualified to continue delivering the intent of the RFP and this project.



b. The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth's proposal clearly identifies all key personnel who are currently part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

c. The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts, position, and a telephone number.

CorrHealth understands, agrees, and will comply with this requirement. On pages 59-64 of this response, CorrHealth has described and detailed the current and historical experience



which CorrHealth and our subcontractors have that would be relevant to completing the project with Jefferson County. CorrHealth has provided descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years.

Each one of our county partners are enthusiastic references and we welcome Jefferson County to contact one, or each of them to inquire about our leadership and our team members, our quality-based programs and services, our unique and hands-on partnership experience and how we compare to the competition. We are a very different kind of inmate health care company, and our county partners will testify to this fact. Below is a list of each of our county partners in Texas and in the surrounding states which we proudly serve, included are each counties representative(s), their contact information, and a brief narrative describing the programs and services which we provide for them.

d. The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

CorrHealth understands, agrees, and will comply with this requirement. Below, CorrHealth has provided a detailed description of our experience and we covered any, and all relevant contracts which we have held and all experience similar to this contract that qualifies CorrHealth to meet and exceed the requirements of this contract and partnership with Jefferson County. Included are the names, titles, addresses, and current telephone numbers of organizations that can be contacted to verify qualifying experience. Each of CorrHealth's experience statements include the name and types of services directly provided by CorrHealth under the contract.

### CorrHealth's References

Clearly, CorrHealth has the experience, we've earned the credibility, the trust and the respect of Jefferson County and numerous other county agencies throughout Texas, New Mexico, Colorado, Wyoming over the past 20+ years and we are elated at the opportunity to renew our partnership with Jefferson County through this RFP procurement process.

Each one of our county partners are enthusiastic references and we welcome Jefferson County to contact one, or each of them to inquire about our leadership and our team members, our quality-based programs and services, our unique and hands-on partnership experience and how we compare to the competition. We are a different kind of inmate health care company, and our county partners will testify to this fact. Below is a list of each of our county partners in Texas and in the surrounding states which we proudly serve, included are each counties representative(s), their contact information, and a brief narrative describing the programs and services which we provide for them.



### CorrHealth's Texas County Partner References

#### 1. Jefferson County, Texas

5030 Highway 69 South Beaumont, Texas 77705 Contract start date: April 6<sup>th</sup>, 2018

#### Contact Persons:

 John Shauberger, Chief Deputy Cell: (409) 835-8720 jshauberger@co.jefferson.tx.us

 Major Marcia Guillory Cell: (409) 781-6786 mguillory@co.jefferson.tx.us

CorrHealth successfully transitioned our team, programs, and services in the Jefferson County Correctional Facility, which has a state rated capacity of 1,268 beds and manages an average daily population (ADP) of approximately 1,000 adult inmates on April 9<sup>th</sup>, 2018. The Jefferson County Correctional Facility is accredited by the National Commission on Correctional Healthcare (NCCHC) and certified by the Texas Commission on Jail Standards, both of which CorrHealth has been successful in maintaining and retaining since day one of our partnership.

#### 2. Comal County, Texas

3000 IH 35 South New Braunfels, Texas 78130 Contract start date: August 1st, 2019 Contact person: Adrian Delgado, Major

Cell: (830) 302-1137

Email: delgaa@co.comal.tx.us

CorrHealth successfully transitioned our team, our programs, and services in the Comal County's old Jail, which had a state rated capacity of 337 beds, and an average daily population (ADP) of 287 adult inmates on August 1st, 2019. While providing comprehensive healthcare services in the county's old jail, the county was in the final stages of building and opening their new state of the art 585 bed jail, which manages an ADP of 490 adult inmates, and we successfully transitioned into the county's new jail in September 2020.

Comal County is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Comal County since day one of our partnership.

#### 3. Midland County, Texas

400 South Main Street Midland, Texas 79701

Contract start date: August 1st, 2019

Contact person: Captain Adam Hilliard, Detention Administrator

Cell: (432) 215-5231

Email: ahilliard@mcounty.com



CorrHealth successfully transitioned our team, programs, and services in the, 1. Midland County Detention Center which operates has a state rated capacity of 509 beds and manages an ADP of 490 inmates.

Midland County is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Midland County since day one of our partnership.

#### 4. Wichita County, Texas

2815 Central Freeway East Wichita Falls, Texas 76302

Contract start date: March 1st, 2022

Contact person: Captain Lisa Patterson, Detention Administrator

Cell: (940) 782 6013

Email: lisa.patterson@co.wichita.tx.us

CorrHealth successfully transitioned our team, programs, and services in the,

- 1. Wichita County Detention Center, which operates a detention center with state rated capacity of 718 beds and manages an ADP of 550 inmates, and in the
- 2. Judge Arthur R. Tipps Juvenile Justice Center which operates a state rated capacity of 32 beds with an ADP of 10 juvenile detainees.

The Wichita County Detention Center is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Wichita County since day one of our partnership.

#### 5. McLennan County, Texas

3201 East State Highway 6 Waco, Texas 76705

Contract start date: August 15th, 2019

Contact person: Lt. Jason Davis

Cell: (254) 405- 2652

Email: jason.davis@co.mclennan.tx.us

CorrHealth successfully transitioned our team, our program, and services in all three (3) of McLennan County's detention facilities, which consist of,

- 1. The McLennan County Jail, which operates a jail with a state rated capacity of 941 beds and manages an ADP of 825+,
- 2. the Jack Harwell Detention Center, which operates a detention center with a state rates capacity of 816 beds and an ADP of 750+, and
- 3. the Bill Logue Juvenile Justice Center, which operates a juvenile justice center with a state rated capacity of 98 beds and serves an ADP of 20.

Both of McLennan County's adult detention centers are certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for McLennan County since day one of our partnership.



#### 6. Washington County, Texas

1206 Independence Road Brenham, Texas 77833

Contract start date: June 28th, 2021

Contact person: Chief Deputy Eric Hensley, Detention Administrator

Cell: (832) 335- 9797

Email: ehensley@wacounty.org

CorrHealth successfully transitioned our team and our programs and services in the Washington County Jail which operates a jail with a state rated capacity of 177 beds and an ADP of 85 inmates. The Washington County Jail is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Washington County since day one of our partnership.

### CorrHealth's Colorado County Partner Reference

#### 7. Larimer County, Colorado

2405 Midpoint Drive

Ft. Collins, Colorado 80525

Contract start date: September 1st, 2022

Contact person: Lt. Staci Shaffer

Cell: (970) 690-4211

E-mail: shaffesi@co.larimer.co.co

CorrHealth successfully transitioned our team, and began providing comprehensive inmate medical, mental/behavioral, ancillary ad community-based healthcare programs and services for Larimer County and in the 650 bed Larimer County Jail on September 1<sup>st</sup>, 2022. The Larimer County Jail is accredited by the National Commission on Correctional Healthcare (NCCHC), which CorrHealth has been successful in maintaining and retaining since day one of our partnership.

### CorrHealth's New Mexico County Partner References

#### 8. Sandoval County, New Mexico

1100 Montoya Road

Bernalillo, New Mexico 87004

Contract start date: August 1st, 2018

Contact Persons:

1. Gilbert Armendariz, Director

Cell: (505) 274-3824

Email: garmendariz@sandovalcountynm.gov

2. Chris Urbanic, Deputy Director

Cell: (505) 415- 9299

Email: curbanic@sandovalcountynm.gov

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Sandoval County and in the 400 bed Sandoval County Detention Center on August 1st, 2018. Sandoval County is currently in the process of pursuing accreditation by New Mexico County's (NMC) Adult Professional Detention Standards, and despite the County not



yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Sandoval County since day one of our partnership.

#### 9. Taos County, New Mexico

105 Albright Street

Suite O

Ft. Bend, New Mexico 87571 Contract start date: July 1st, 2018

Contact person: Danny Garcia, Director

Cell: (575) 779- 5151

Email: michael.garcia@taoscounty.org

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Taos County and in the 88 bed Taos County Detention Center on July 1<sup>st</sup>, 2018. Taos County is not accredited by New Mexico County's (NMC) Adult Professional Detention Standards, and despite the county not yet being accredited, CorrHealth is proud to have met, and maintained these important standards and accreditation for Taos County since day one of our partnership.

#### 10. San Miguel County, New Mexico

26 NM 283

Las Vegas, New Mexico 87701

Contract start date: August 20th, 2019 Contact person: Antonio Padilla, Warden

Cell: (575) 545- 1060

Email: apadilla@co.sanmiguel.nm.us

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for San Miguel County and in the 120 bed San Miguel County Detention Center on August 20<sup>th</sup>, 2018. San Miguel County is currently accredited by New Mexico County's (NMC) Adult Professional Detention Standards, and CorrHealth is proud to meet and maintain these important standards and accreditation for San Miguel County since day one of our partnership.

#### 11. Luna County, New Mexico

1700 4th NE

Deming, New Mexico 88030

Contract start date: October 15th, 2018 Contact person: Lee Cook, Director

Cell: (575) 543- 6701

Email: lee.cook@lunacountynm.us

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Luna County and in the 610 bed Luna County Detention Center on October 15<sup>th</sup>, 2018. Luna County is currently in the process of pursuing accreditation by New Mexico County's (NMC) Adult Professional Detention Standards, and despite the County not yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Luna County since day one of our partnership.

#### 12. Eddy County, New Mexico

201 North Main Street Carlsbad, New Mexico 88220 Contract start date: July 1st, 2021





#### Contact persons:

 Warden Billy Massingill Cell: (505) 328-6761

Email: bmassingill@co.eddy.nm.us

Todd Bannister, RN, HSA Cell: (575) 361- 3200

Email: toddb13@hotmail.com

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Eddy County and in the 450 bed Eddy County Detention Center on July 1<sup>st</sup>, 2019. Eddy County is currently not accredited by New Mexico County's (NMC) Adult Professional Detention Standards, and despite the County not yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Eddy County since day one of our partnership.

### CorrHealth's Wyoming County Partner References

#### 13. Laramie County, Wyoming

1910 Pioneer Avenue Cheyenne, Wyoming 82001 Contract start date: July 1<sup>st</sup>, 2020

Contact person: Captain Don Hollingshead

Cell: (307) 631-6256

Email: hollings@laramiecounty.com

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Laramie County and in the Laramie County Detention Center on July 1<sup>st</sup>, 2019. Laramie County is currently not accredited by the National Commission on Correctional Healthcare (NCCHC), and despite the County not yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Laramie County since day one of our partnership.

#### 14. Albany County, Wyoming

525 Grand Avenue, Suite 101 Laramie, Wyoming 82070 Contact Persons:

> 1. Sheriff Aaron Applehans Cell: (207) 760- 0996

Email: aaplehands@co.albany.wy.us

2. Captain Nicole Trampe, Detention Administrator

Cell: (505) 363-1683

Email: ntrampe@co.albany.wy.us

CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Albany County and in the Albany County Detention Center on July 1st, 2019. Albany County is currently not accredited by the National Commission on Correctional Healthcare (NCCHC), and despite the county not yet being accredited, CorrHealth is proud to meet



and maintain these important standards and accreditation for Albany County since day one of our partnership.

d. The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

CorrHealth understands, agrees, and will comply with this requirement. Throughout our response, CorrHealth has detailed our experience and covered all relevant contracts which we have held, which qualifies CorrHealth to continue meeting, and exceeding the requirements of this contract with Jefferson County. Each one of our county partners are enthusiastic references and we welcome Jefferson County to contact one, or each of them to inquire about our leadership and our team members, our quality-based programs and services, our unique and hands-on partnership experience and how we compare to the competition. We are a different kind of inmate health care company, and our county partners will testify to this fact. Included in our reference list are the names, titles, addresses, and current telephone numbers of the leaders at each county we serve and partner which can be contacted to verify CorrHealth's qualifying experience.

4. List all contracts lost or not renewed in the last five (5) years. Include a contact person and telephone number. Please provide a narrative describing reasons that contract(s) have not been renewed. Offeror must identify any contract(s) from which they have asked to be relieved or any contracts that have been canceled prematurely.

CorrHealth understands, agrees, and will comply with this requirement. Since our inception, CorrHealth has lost a total of four (4) contracts, which consists of; two (2) partnerships (Anderson County, TX and Valencia County, NM) as a result of the County electing to contract with a lower priced provider, we elected to terminate one (1) contract in McKinley County, NM due to the Warden's unsafe practices, and we lost one (1) contract in Chaves County, NM when the County's new Warden elected to bring his former provider into his new detention facility. Below, CorrHealth has provided the complete list of each of the four (4) agencies in which CorrHealth has either elected to terminate, or, or lost in a competitive bid process, to include contact information for each agency and the detail for each elected termination, or loss.

✓ Anderson County, TX. As a result of the COVID pandemic and the resulting labor market shortage, CorrHealth realized a substantial increase in costs and difficulties recruiting and retaining locally based healthcare professionals. After satisfying our initial one (1) year term, CorrHealth disclosed the true costs of operating a quality-based inmate healthcare program in Anderson County to County Judge Johnston and Sheriff Flores, the County then chose to release a competitive bid process and Anderson County elected to award the RFP and the contract to the provider who proposed the lowest price, hence CorrHealth's last day of providing comprehensive inmate healthcare programs and services in the Anderson County Jail was September on 10<sup>th</sup>, 2021.

Anderson County Jail Captain TJ Choate Phone: (903) 391-0295



McKinley County, New Mexico. McKinley County, New Mexico hired Karen De La Roche' to serve as their new Warden, she assumed her role on July 1st, 2021, and soon after assuming her new role, she began exhibiting erratic and unsafe practices, which quickly made the detention center an unsafe, hostile, and unsupportive work environment. As a result of numerous unsuccessful efforts to discuss our concerns and come to terms with the County specific to the Warden's actions, CorrHealth realized no choice but to exercise our 30-day notice (as contracted) and terminate our Agreement with McKinley County. Our last day of providing services for McKinley County and in the McKinley County Detention Center was March 1st, 2022.

McKinley County Detention Center Anthony Dimas, County Manager Phone: (505) 862-4136

Valencia County, New Mexico. As a result of the COVID pandemic and significant new legislation and laws (Governor Grisham's Civil Rights Act) which lifted qualified immunities and tort claim limits, which significantly increased the risks, liabilities and costs of providing healthcare services in New Mexico, CorrHealth realized a substantial increase in costs and difficulties recruiting and retaining locally based healthcare professionals, and after satisfying our initial four (4) year term and extended our services to coordinate with the County's procurement schedule, CorrHealth disclosed the true costs of operating a quality-based inmate healthcare program in Valencia County, the County elected to release a competitive bid process, Valencia County chose to award the RFP and contract to the provider who proposed the lowest price, hence CorrHealth's last day of providing comprehensive inmate healthcare programs and services in the Valencia County Detention Center was on May 1st, 2022.

Valencia County Detention Center Warden Randy Gutierrez Phone:(505) 388-8267

Chaves County, New Mexico. CorrHealth began providing comprehensive inmate medical, mental/behavioral and ancillary healthcare programs and services in Chaves County on July 1st, 2019, and we continued to do so through the COVID pandemic and the corresponding labor shortages, significant new legislation and laws (Governor Grisham's Civil Rights Act) which lifted qualified immunities and tort claim limits, which significantly increased the risks, liabilities and costs of providing healthcare services in New Mexico, and significant changes within the County's basic leadership structure. One significant change within the County's structure included the County recruiting, managing, and terminating three (3) detention administrators along with their leadership team in the three (3) years which we served Chaves County. With the hiring of the 3rd detention administrator, the County elected to release an RFP, and the County elected to award the RFP and agreement to the provider who provided services in the new administrator's previous facility.

Chaves County Detention Center Warden Justin Porter Direct Office: (575) 624-6592

5. Provide a listing of fines uncured under contracts in other jurisdictions for non-performance of duties in whole or in part for the last five (5) years.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth takes contract compliance and supporting coverage levels based on our Agreement seriously, and we are proud of the



fact that we have never been presented with, nor have any fines been assessed in any jurisdiction for non-performance of duties in whole or in part over the last five (5) years.

6. Provide a list of all litigation the service provider has been or is currently involved in during the last five years. Include a narrative describing all cases including cases that were settled and the amounts of settlement.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has provided a detailed list of our litigation which we're currently involved with over the past five (5) years. Also included in our list is a narrative for each claim and a description of all cases which were settled and the amounts of settlement. This detailed list begins in the Appendix on page 128 of this response.

7. The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

CorrHealth understands, agrees, and will comply with this requirement. In the sections below, CorrHealth provides numerous examples of why we wholeheartedly believe our partnership and proposed services best meet Jefferson County's needs and RFP requirements. In addition, CorrHealth details additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

✓ In 2018, Jefferson County's leadership was talking with CorrHealth's leadership regarding their ongoing frustration with understanding the need for immediate change of their detention team with use-of-force on the county's inmates, understanding the seriousness of the situation, CorrHealth immediately offered for Robert Davis, CorrHealth's General Counsel to meet with Sheriff Stephens and Chief Shauberger to better understand the situation, tailor a focused presentation and come on-site as many days as necessary to train each of Jefferson County's detention team.



Just a few weeks after the initial conversation, Robert Davis spent three (3) days in Jefferson County to hold six (6) separate training sessions with each, and every member of Detention Administration and the detention team specific to the looming risks and liabilities of nonconformity with the county's training protocols, its policies, procedures, and expectations. Use of force in a detention center is not generally a concern for the healthcare provider and CorrHealth's agreement with Jefferson County did not include such a training, CorrHealth did not charge Jefferson County for Robert Davis' time and, or any expense associated with this important training. This is an example of how CorrHealth has stepped up and gone above and beyond for Jefferson County since our partnership began in April 2018, and we committed to continue doing so through our new Agreement with Jefferson County.

- ✓ Under CorrHealth, the average number of ER visits has decreased by ten (10) visits per month. This decrease has resulted in an annual projected savings in excess of \$720,000.
- CorrHealth's claims and utilization management (UM) diligence and strong partnership has saved Jefferson County \$2,873,461 in off-site costs since 2021. CorrHealth understands the high costs of off-site services and as strong stewards of the tax-payer dollar, we see it as our responsibility to maximize on-site programs and services and minimize off-site transports as much as possible, but there are instances when off-site transports are medically necessary. CorrHealth understands the importance of an effective claims and utilization management process and through our diligence with these claims and our strong, and successful partnership with our claims and utilization management partner, CorrHealth has saved Jefferson County an average of 41% in your off-site services in the 2022-2023 contract year and we saved the County 58% in the 2021-2022 contract year, and these savings



over that period equates to a total savings of \$2,873,461. Our diligence and these savings are yet other key differentiators and why CorrHealth is <u>the right</u> provider-partner for Jefferson County.

- CorrHealth implemented a continuous diabetic review program, which has significantly improved diabetic control on-site. This program has resulted in both reduced pharmaceutical costs and significantly reduced diabetic ER off-site transports.
- ✓ The improved offsite referral approval process ensuring the medical necessity of all offsite office visits, has resulted in over six (6) less offsite appointments per month; that's over seventy-two (72) less offsite visits a year.
- Additionally, our vigilant team noticed med passes were getting flooded with over the counter (OTC) medications, which slowed processes for Officers and the Healthcare team. In response, we will be implementing a Keep-on-Person (KOP) medication program with low-risk OTC medications. This will place the responsibility of maintaining personal healthcare back on the inmate-patients, reduce the med pass burden on the healthcare team, while improving pass times, decrease med mistakes, and increase efficiencies.
- ✓ The COVID-19 pandemic has had a serious impact on the labor market and the compensation rates which healthcare professionals are demanding since the COVID's pandemic's inception in 2020, CorrHealth has incumbered significant loss due to the compensation rates which healthcare professionals and staffing agencies are demanding, which has resulted in significant loss for CorrHealth, and we have not approached Jefferson County with this issue and the need for an increase in our Agreement with Jefferson County.
- Sheriff Stephens referred to the partnership with CorrHealth as a "Block of Clay". During the negotiation phase of Jefferson County's 2018 RFP process, Todd Murphy, CorrHealth's Co-Founder and President asked Sheriff Stephens why Jefferson County chose CorrHealth, and she responded with (paraphrasing), We needed change, I ran my campaign on a platform of change, I see our partnership as block of clay, and I see us working together to build a plan of action, and then each of us



molding the clay to create something incredible and unlike any other agency. She went on to say, (paraphrasing), I don't expect perfection, and I know a handle might fall off, we may lose its head, but we'll reinforce it, and we'll build it stronger than before. I see CorrHealth being completely different from any other provider in the industry. I see us being able to effect change quickly and develop this program together.

We love Sheriff Stephens' analogy, and she was spot on in her understanding of who we are, what we do, what we stand for and what's important to us. This is what CorrHealth is, this is who we are, and this is what we stand for. We are not perfect, but we strive for perfection each, and every day, we're flexible, we're creative, we're obsessed with always "Doing Right" by our team members, our patients, our county partners and for the communities in which we proudly serve. Simply stated, we will do everything possible to ensure a strong and successful partnership with Jefferson County and our county partners.

## Sheriff Stephens and Chief Shauberger Value

The quotes and testimonials below validate and substantiate Sheriff Stephens and Chief Shauberger's feelings about CorrHealth, how we're different from any other provider, how we've gone above and beyond for them and Jefferson County since 2018, and our value to them, their team, their inmate patients, and Jefferson County.







"In a recent surprise jail inspection from the Texas Commission on Jail Standards, our inspector stated," While most of the jails around the state are providing adequate levels of care, CorrHealth is doing it right." He went on to say, "Their program is spectacular, and it's one the rest of the state should be following."

Zena Stephens, Sheriff Jefferson County, Texas



"CorrHealth has been an excellent partner and they do a tremendous job supporting their employees, as well as ours.

They've been extremely transparent with our true costs, and I appreciate the lengths they go to in an effort to reduce our costs, while maintaining a high level of care and service. For me, their level of transparency and detail with finance and operations gives us a level of trust, which we haven't experienced with any other provider. With CorrHealth, we have a true partnership.

I appreciate their level of service. It's always very easy to contact them and get our issues resolved quickly.

John Shauberger, Chief Deputy Jefferson County, Texas

Chief Shauberger also said, "CorrHealth is exceptional at communicating their goals, and their customer service is a priority at all levels of their company. The level of communication and planning was exceptional during the transition and remains so. They are very knowledgeable and professional and able to overcome situations as they arise.

Furthermore, we're always looking to improve and grow, and we have a high level of expectation, and CorrHealth has answered the call at every turn. With CorrHealth, we found a partner who shares our values, needs and our goals."

He also said, "We knew CorrHealth was built to do things a little differently, they did a great job of expressing that to our Sheriff, who had a vision to improve drastically without worrying about status quo. To improve, sometimes you have to take a degree of risk and push the limits and our Sheriff was willing to do that, and CorrHealth answered the call. It's a great partnership."

Chief Shauberger also stated, "CorrHealth always keeps their word."





# Additional Advantages for Jefferson County

CorrHealth does not represent the detached status quo, we are a very different provider-partner from the rest of the industry and the following critical elements support this fact:

CorrHealth is proud to be privately held, and one of the only privately held correctional health care organizations in the industry. Being privately held empowers Jefferson County and our team members to engage and work directly with CorrHealth's Texas based ownership and decision makers at any time of the day, night, weekend, or holiday. Unlike most correctional health care providers, including the incumbent, we are not owned or controlled by detached private equity investors who are focused on maximizing profits over providing a high standard of care. By having sole control over our organization, CorrHealth maintains utmost authority, autonomy, and control of our teams and our programs, and services. With a CorrHealth partnership, Jefferson County administration knows they can engage directly with CorrHealth's ownership and decision makers at any time. As a privately held organization, we serve our county partners locally and we do not attempt to manage our teams and sites from California, Tennessee, Florida, Illinois, Oklahoma, or other distant states as most providers do. By being privately held, CorrHealth makes immediate decisions without the County having to work through multiple tiers of representatives, fumble through frustrating bureaucratic processes, and wait through drawn-out timelines for "corporate" to make the simplest of decisions.

It is well-known that private equity controlled correctional health care companies tend to suffer in staffing and coverage issues, service, and support failures, and often are defunct with their commitments to their team members and the counties which they contract and serve. CorrHealth's privately held structure allows us to tailor our programs and services, deliver flexibility, and quickly make important decisions, by which other providers often take weeks or months to approve.

CorrHealth is the only inmate health provider to deliver true and unfiltered transparency. CorrHealth wholeheartedly believes in providing our county partners and their taxpayers with full and unfiltered transparency into our financials, our operations, our business practices, and in all aspects of our partnership. We provide such transparency with all of our county-partners, and we are proud to deliver such levels of transparency with Jefferson County and through this procurement process. CorrHealth is the only inmate health provider in the industry to provide such levels of unfiltered transparency, doing so in an ethical and responsible manner, to ensure cost accountability and uphold our firm commitment to always "Do Right."

CorrHealth delivers the transparency and accountability which Jefferson County needs and deserves, while fostering a firm foundation of trust, which maintains a stable and long-term partnership.

✓ CorrHealth knows, fully respects and is 100% committed to retaining the existing team members and provide them with the training and support which they need and deserve. Consistency and stability are essential to the success of any strong and effective team, and that certainly is a fact with correctional healthcare programs and services. CorrHealth understands the importance of stability and consistency, and that certainly includes each of the existing high-performing team members.





"With over 15 years in the industry, CorrHealth is the third provider whom I've worked for, yet CorrHealth is the only organization where I knew I, along with our team are valued, and our voices are legitimately heard.

We are a family, we're very close, we protect each-other, and we take great pride in what we do." Todd and Victor are extraordinarily caring, they are also incredibly involved and they're more involved than any other leadership group I've ever worked for."

Mary Zold, LCSW
Director of Operations New Mexico

Recruiting and retaining high-performing healthcare professionals is one of the most critical functions that we do, we take our responsibility and commitment seriously, and we have been successful retaining and recruiting for our county partners. Successful recruitment and retention in this pandemic world and challenging healthcare market requires a proactive, highly targeted, creative, heavily engaged, and persistent approach and CorrHealth has excelled with that approach. CorrHealth utilizes a multifaceted set of proven resources, tools, and methodologies in the recruitment and retention of our team members, and we are fully prepared to utilize this approach in



recruiting healthcare professionals and support team members in Jefferson County. Sarah Zerfas, with over 20 years of experience of recruiting in challenging environments, serves as CorrHealth's Recruiting Specialist. Sarah prides herself on her ability to locate the right candidate for the right positions, connect with them, earn their trust, and place them in the right positions. By applying skill and tenacity, Sarah provides solutions and consistent results rather than apologies for staffing vacancies.

- CorrHealth delivers a unique hands-on approach. CorrHealth has transformed the inmate healthcare industry. We are not a large detached corporate provider, and we do not believe in the status quo. We are proactive, hands-on, and heavily engaged with our team members, our county-partners, and the communities which we proudly serve. Our approach allows us to spend quality time on-site to support the team, provide the training our team needs and make important decisions in a timely way.
- At CorrHealth, we see it as our responsibility to take great care of our team members. Our people are the heartbeat of what we do, and we strive to be a destination workplace for qualified, impassioned, and high-performing healthcare and support professionals. We carefully recruit, hire and support the right team members to function in our facilities, we invest heavily in our teams, and we celebrate our teams and their achievements. It is our greatest responsibility to care for our teams to ensure they are delivering a high standard of care for our patients. We encourage and support our onsite leadership teams and we empower them with autonomy and appropriate levels of authority to make effective decisions.



CorrHealth is an organization which offers opportunities for advancement, upward mobility, and growth, and we firmly believe our approach provides high performing team members with satisfaction in their work and encourages them to stay with CorrHealth to grow their career.

CorrHealth's competitive compensation rates and benefits result in less turnover and more stability. One of the factors in successfully recruiting and retaining high-performing healthcare professionals is through offering compensation rates which outpace the highly competitive healthcare market for the Beaumont area. A component of our compensation package includes implementing shift differentials for our team members to work positions and schedules which have proven to be difficult to fill. CorrHealth understands health benefits are an imperative part of a compensation package. Attractive health benefits provide peace of mind for the team member and their family.



CorrHealth offers our team members a health benefit package which leads the industry. Any incumbent team members who will be transitioning to CorrHealth are deemed 'active' with full benefits from day one of their employment.

- CorrHealth invests in the future of correctional healthcare. CorrHealth creates strong partnerships, and we are committed to enter into memorandum of understandings (MOUs) with local healthcare based educational institutions such as Lamar University to train the nurses of tomorrow. CorrHealth proactively establishes these relationships and mutually supportive partnerships to educate the new nurses today for the healthcare needs of tomorrow. If we earn Jefferson County's award, CorrHealth is committed to establishing MOUs with each of these institutions, presenting educational content to their nursing students and offering internships at the Jefferson County Correctional Facility.
- CorrHealth's leadership reflects a positive and proactive corporate culture. As leaders, we constantly assess the actions that are working within our organization and ask where we can improve daily. We encourage and support a corporate culture based on family and teamwork and the firm commitment to always "Do Right" in who we serve, and in everything that we do. We know new workers seek purpose-driven work that aligns with their values, their interests, their skills, and aspirations. CorrHealth dismantles barriers to internal career opportunities and growth by maintaining strong levels of communication with our team members. We encourage an authentic connection between corporate and personal values. Organizations that want to hold on to the top talent, encourage their team members to have pride in their work and believe in the career that they have dedicated themselves to.

CorrHealth strives to be a destination workplace for high-performing healthcare and support professionals.

- CorrHealth understands and exceeds liability coverage requirements. It's a fact that correctional healthcare programs and services are every county's single largest risk and liability factor, as a result, CorrHealth has bound and will provide Jefferson County with six (6) lines of liability coverage, which is more liability coverage than required by the County and far more coverage than offered by any other correctional healthcare provider. We deliver such enhanced policies based on our two (2) decades of experience and understanding the litigious nature of the industry. Our commitment to a proactive approach with our indemnity policies, and by binding liability policies, we stay focused on protecting our organization, our team members and our county partners against looming risks and liabilities. Although it is not required by Jefferson County, CorrHealth has made the proactive and responsible decision to bind a unique set of insurance and liability policies. In addition to professional, general liability, worker's compensation, and hired and non-owned policies, which Jefferson County has required, we have included certificates of insurance and bound policies for employment practices liability insurance, and a cyber security policy. CorrHealth is the only inmate healthcare provider to provide such policies as a component of our program. We are confident these policies help mitigate risk and liabilities and represent our commitment to "Do Right" in Jefferson County.
- ✓ With CorrHealth, recently released inmates can enroll in ZERO-COST or LOW-COST health benefits. CorrHealth wholeheartedly believes delivering a continuum of care results in a healthier and safer community. We believe it's important to empower those who are recently released to take responsibility over their own health care. CorrHealth offers a unique program which allows them to enroll in health benefits, which include medical care, mental health care, substance abuse, pharmaceuticals, dental care, and no cost check-ups to include, but not limited to, immunizations, cancer screenings and preventive care to include no cost annual exams and mammograms. In most cases these benefits are at zero or at a low cost to the patient, depending on the person's income status. We are exceptionally proud to offer and support a program which offers the recently incarcerated with quick and simple access to health benefits immediately upon release which ensures the transition process is less stressful as studies prove the recently incarcerated are less likely to reoffend when they have access to health benefits.



Enrolling the recently incarcerated in low, or no cost health benefits, this is yet another aspect of how CorrHealth is committed to always "Do Right" by our patients, our county partners, and the communities in which we proudly serve.

Minimum Qualifications - To be considered for award of this contract, the Respondent must meet the following minimum qualifications.

The Offeror must be organized for the sole purpose of providing healthcare services and have previous experience with proven effectiveness in administering correctional health care programs.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth's sole purpose is to provide correctional healthcare services. We are proud of our tenure and leadership experience in the industry.

Clearly, we have the expertise, we've earned the trust and credibility and we have the experience to successfully recruit professional healthcare leadership and teams, transition, manage and support our teams and deliver correctional based inmate healthcare programs and services in c county operated detention facilities with daily populations as small as 20 and as large as 3,000. Unlike other providers who stretch themselves thin by attempting to serve prisons and large jails nationwide and globally, we're focused on serving and partnering closely with counties and jails of various size and scope in a focused contiguous four (4) state region and developing strong, trusted, and long-term partnerships within that focused region. Since launching CorrHealth, we have earned a respected reputation of being proactive, heavily engaged, delivering our county-partners with true-transparency which was previously unseen, open lines of communication and service-based elements which are not provided by other competing healthcare providers.

We are passionate about our business, we have the integrity to be fully transparent and we are committed to always "Do Right" by our teams, our inmate patients, our county partners, and in the communities which we proudly serve. That is who we are, that is what we do; and that won't be changing.

The Offeror must have at least five (5) continuous years of corporate experience in providing b. healthcare services at medical facilities. Emphasis will be place on those referenced medical/correctional facilities in the State of Texas.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth has more than five (5) continuous years of corporate experience in providing healthcare programs and services at medical facilities. In fact, collectively we have over 100 years of experience on our core leadership team. CorrHealth also understands and appreciates Jefferson County's emphasis on those referenced medical/correctional facilities in the State of Texas.

The Offeror must operate in accordance with National Commission on Correctional Health C. Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is tenured, experienced, and successful in establishing and maintaining compliance with the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA) standards and Texas Commission on Jail Standards. Each of these standards are the industry standard for healthcare practices in the correctional setting and CorrHealth utilizes these accreditation standards as a guidepost to our correctional based policy, procedure, and communitybased practices.

CorrHealth is devoted to upholding quality standards and compliance, in fact, in our core leaderships two (2) decades of experience, we have never failed to earn or renew a certification or accreditation. CorrHealth understands that Jefferson County values its long-standing accreditation with the National Commission on Correctional Healthcare (NCCHC), CorrHealth certainly appreciates, supports, and shares Jefferson County's commitment to achieving a higher standard of care for its patients, and its dedication to maintaining accreditation standards. In fact, our firm commitment to NCCHC and their enhanced standards of care is exemplified with how many of our leaders have earned their Certified Correctional Healthcare Professional (CCHP) certifications, which demonstrates our commitment to protecting our teams, our patients, our county-partners, our organization, and Jefferson County.

To further substantiate our experience and success with establishing and maintaining compliance with the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA) standards and Texas Commission on Jail Standards Sheriff Stephens provided the statement below soon after CorrHealth's Texas Commission on Jail Standards and NCCHC accreditation in Jefferson County.

d. The Offeror must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, which it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation in the County.

CorrHealth understands, agrees, and will comply with this requirement. As the incumbent provider, an additional benefit to Jefferson County is there will be no interruption of service. When CorrHealth transitioned into the facility in 2018, we demonstrated our ability to provide a quality and correctional based health care system, a thirty (30) day start-up, the ability to recruit a healthcare team supported by an adequate corporate support team, and our capability of competently supervising and monitoring our operation in the Jefferson County Correctional Facility.

Once we receive the county's award of RFP# 22-039/MR, we will work closely with Chief Shauberger, Major Guillory and their designee(s) to schedule our training team to be on-site at the Jefferson County Correctional Facility to re-train our team members on our various practices, policies, procedures, and protocols.

# Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history:
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page):
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

CorrHealth understands, agrees, and will comply with this requirement.

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval. (Exact on-site staff may not be known at time of proposal submittal and



actual candidates will require pre-approval by the County) Key positions to be included are:

- a. Chief Executive and Chief Operating Officer
- b. Executive Vice President
- c. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator
- d. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers
- e. Site Medical Director (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County)
- Utilization Manager/Case Manager/UM contractor assigned to the site (or Admin Asst as clarified in Addendum #2)
- g. Site Health Service Administrator (H.S.A.)

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is providing our Leadership team and including, Director of Operations, Director of Human Resources, Recruiting Specialist, Travel/Training Team Manager, Director of Risk Management, and our General Counsel.

# CorrHealth's Key Personnel

Michael Todd Murphy Email: todd.murphy@mycorrhealth.com Cell: (214) 563-8224

# Jefferson County Role and Function: CorrHealth's Co-Founder and President

SUMMARY: Created a new healthcare standard based on providing compassionate patient care and a truepartnership experience. CorrHealth, LLC is the result of a shared vision with Business partner, Victor Hutchinson. Together, they have worked to combine cost-accountability measures and true-transparency models to make CorrHealth a true innovator in the County correctional healthcare industry.

# PROFESSIONAL EXPERIENCE

CorrHealth

Texas, New Mexico, Colorado, and Wyoming

Co-Founder/President, 2017 - present

Passionate about developing and maintaining a foundation of trust. Develops and manages key relationships with County elected-officials, detention administration and County representatives throughout the Southwest. Generates genuine relationships and understanding of the ever-evolving needs of prospective County-partners. Responsible for coaching and recruiting a strong team of high-performing leaders and healthcare professionals. Build the CorrHealth brand, team culture to produce creative, effective, and long-term solutions. CorrHealth was recently named "Best Place to Work in DFW" and the "Best Places to Work in the Nation" by the National Association of Business Resources.

# Southwest Correctional Medical Group (SWCMG)



Sr. Director Business Development 2014-2017

Todd launched Southwest Correctional Medical Group (SWCMG), recruited a proven and strong team of passionate industry professionals, and expanded the company outside of California. Todd was instrumental in recruiting and building the SWCMG team, as well as recruited several Directors with Correctional Medical Group Companies (CMGC), the organization which held and operated SWCMG, CFMG, Southeast Correctional Medical Group (SECMG) and Midwest Correctional Medical Group (MWCMG). Todd was responsible for managing key relationships within the Southwest territory, understanding county's pain points, identifying their needs, and worked closely with the operations team to develop and maintain effective solutions. Todd was responsible for developing and maintaining relationships with County elected officials, detention administration and County representatives throughout the Southwest. Under Todd's leadership, SWCMG added three (3) Counties in its inaugural year, grew to nine (9) Counties by May 2013 when Todd resigned, totaling \$19.3 Million of annual revenue over a three (3) year period and inspired CMGC to branch out to new territories beyond the Southwest.

# Correctional Healthcare Companies (CHC)

Senior Director- Business Development 2006-2013

Responsible for relationship development, consulting, sales and specialty program management of (county) inmate focused comprehensive health, mental/behavioral health, pharmacy, community health programming and various ancillary medical services and programs specific to county corrections. Led the successful growth of CHC in the Southwest as the company's first Director of Business Development.

# **SECURUS Technologies**

Senior Account Executive 2002-2006

SECURUS Technologies is one of the largest inmate telecommunications and overall solutions and consulting providers in the corrections industry. With SECURUS, Todd was responsible for leading and successfully managing a 12-state territory selling, consulting, and managing various systems, services, and solutions where he achieved and maintained a top percentile/top AE record throughout his tenure.

# **UNIFICARE/Justice Benefits**

Regional Account Manager 2001-2002

Responsible for representing JBI, a national Federal Reimbursement solutions firm throughout a 10- state territory (Central Region). Presented and closed almost 130 contracts and initiatives within his first year of employment, breaking the previous sales record of 54 contracts in a first/one-year term. He maintained top 1% in sales during the entire length of employment, and surpassed all previous, and current JBI sales records in the history of the company.

#### EDUCATION

University of North Texas (UNT)

Bachelor of Sciences (BS), Double Major of Sciences in Psych & Socio/Community Service, Minor in Kinesiology (Sports Sci): 2001

The University of Texas at El Paso (UTEP)

Psychology: 1993 - 1995

Victor Hutchinson

E-mail: victor.hutchinson@mycorrhealth.com Phone: (214) 274-4907

Jefferson County Role and Function: CorrHealth's Co-Founder & President of Operations

# SUMMARY OF QUALIFICATIONS

☐ Correctional healthcare professional with 20+ years' experience plus 26 years total in nursing.

# PROFESSIONAL EXPERIENCE



# CorrHealth, LLC

# Texas, New Mexico, Colorado, and Wyoming

Co-Founder & President of Operations 2017- Present

Provides overall operational management of all 14 County contracts, managing the Director of Operations and site staff. Maintains staff at all assigned facilities by assisting in the selection and orientation of employees and ensuring staffing levels are maintained within set budgetary limits. Also, ensuring all sites are well prepared for Jail Standard inspections, state, and national inspections.

# Southwest Correctional Medical Group (SWCMG), Inc.

Director of Operations 2014-2017

Responsible for developing and managing SWCMG operations maintaining relationships with counties and county representatives throughout the Southwestern United States.

### Correctional Healthcare Companies (CHC)

Divisional Director 2013-2014

While managing Jail Healthcare operations, Victor was responsible for managing 22 county contracts with two full-time Contract Managers to ensure operational efficiencies throughout each site with excellent results.

Contract Manager 2011-2013

Responsible for the management of the healthcare teams of multiple correctional healthcare facilities. Acts as a liaison between Correctional Healthcare Companies (CHC) and the facility administration.

#### Health Service Administrator, 2010-2014

Chief administrative manager with the on-site health services department at Collin County Detention Center. Accountable for the delivery of contracted services and ensuring compliance with all aspects of the client contract.

Oversight and management the site's budget, site operations and care delivery systems to ensure contract services are delivered effectively and efficiently. In addition to effectively managing the site budget, as well as supervising the annual operational plan, it is paramount to manage all functional areas of the medical facility.

#### **EDUCATION**

University of Phoenix, Dallas TX
Master Business Administration (MBA) 2011

Texas A&M University, Commerce, TX Studies in Business Administration 2010

University of Phoenix, Dallas, TX Bachelor of Management 2007

Paris Junior College, Paris, TX Associates in Nursing 1998

Mary Zold, LCSW, CCHP

Email: mary.zold@mycorrhealth.com Cell: 505.803.4300

Jefferson County Role and Function: CorrHealth's Director of Operations

#### **SUMMARY OF QUALIFICATIONS**



Multiple state Social Work licensures

# PROFESSIONAL EXPERIENCE

# CorrHealth, Texas, New Mexico, Colorado, Wyoming

Director of Operations, 2017-Present

Develops, transitions, and maintains the daily operations of the CorrHealth sites. She will work directly with the President of Operations to coordinate staffing, program management, community liaison. She serves as the contact for our sites and provides professional services related to diagnosis and treatment of inmate patients and of employees injured. Mary will ensure that appropriate health care is accessible and provided to the inmate population in a timely fashion. She renders final medical judgment regarding care provided to designated inmates according to Health Services Policies and Procedures. Directs all health services activities within the Southwest and assumes ultimate responsibility for all medical providers assigned

# Southwest Correctional Medical Group, Inc.

Regional Director of Clinical Services, 2014-2017

Was responsible for developing and maintaining relationships with counties and county representatives throughout the Southwestern United States.

# **Correctional Healthcare Management**

Mental Health Program Manager (CHM), 2013-2014

Worked effectively with the CHM Mental Health and Behavioral Health Division, Operations Division, the CHM Corporate Office, and clinical staff inside facilities including the HSA, Mental Health Professionals, Psychologists, Psychiatrists, medical, nursing, and security staff. The Mental Health Program Manager maintains a QA-based management role over all CHM facilities with Mental Health Programs

# Correctional Healthcare Management

Mental Health Monitor (CHC), 2010-2013

Responsible for monitoring and implementing components of the mental health program as specified by corporate policy and contractual requirements for designated sites (including mental health budgets, assistance with financial forecasting, and all clinical aspects). Was responsible for adhering to contractual agreements and to budget requirements ensuring mental health programs and staffing are secure and functioning. Work directly with mental health directors, HSAs, and jail administrators to facilitate and ensure that mental health program components are meeting national, state, corporate and jail standards. Provided training and ongoing evaluation of mental health staff for all designated facilities. Provided and monitored suicide prevention training for security staff. Report directly to VP of mental health to ensure program implementation is occurring and facilities are meeting compliance standards.

# Metropolitan Detention Center (MDC)

Interim Mental Health Director, 2010-2012

Was responsible for implementation and maintenance of mental health program i.e., Program components, policy/procedures (CHC/Jail, NCCHC/ACA), staffing, and budget to include overtime, supplies, and financial forecasting. Also responsible for adherence to McClendon consent decree and related items to mental health. Provided action plans and for facility administration and judicial entities. Communicated directly to the HSA regarding all programmatic areas. Was responsible for bi-weekly reports to VP of Mental Health. Created and assisted in the transition of three psychiatric pods to include programming, staffing, training, documentation, and statistical analysis. Implemented peer reviews and assisted in full implementation of the mental health matrix with all mental health staff to ensure quality and accuracy.

#### **EDUCATION**

University of Denver: MSW, 1991

University of New Mexico: MS, Recreation Administration, 1982 Eastern New Mexico University: BS, Physical Education, 1980



# Nicholas P. Longnecker, MD, CCHP

Email: nicholas.longnecker@mycorrhealth.com Cell: (724) 815-6700

Jefferson County Role and Function: CorrHealth's Chief Medical Officer (CMO)

#### **CERTIFICATIONS/LICENSURE**

- TX, NM, CO, WY, PA -MD License
- ☐ CCHP
- □ DEAX License
- □ DEA License
- □ CPR Certified
- ☐ Hyperbaric Oxygen Therapy

#### PROFESSIONAL EXPERIENCE

CorrHealth, LLC, Texas, New Mexico, Colorado and Wyoming Chief Medical Officer, Apr 2022 – present

State Correctional Institute Albion, Albion, PA

Medical Director, PA Dept of Corrections, Dec 2020 – July 2022

UPMC Hamot Hospital, Erie, PA Hospitalist, Jul 2014 – Nov 2020

UPMC Hamot Hyperbarics & Wound Care Center, Erie, PA Hyperbarics Supervisor, Jul 2014 – Nov 2020

Washington County Jail, Washington, PA Physician Provider, Jul 2012 – Jun 2014

Greenbriar Treatment Center, Washington, PA, Physician Provider, Jul 2012 – Jun 2014

#### RESIDENCY

The Washington Hospital Family Medicine Residency Program, Washington, PA, Jul 2011 – Jun 2014

#### **EDUCATION**

University of Miami Miller School of Medicine, Miami, FL Aug 2007– May 2011

Medical Scholars Program: This prestigious program enables students to combine their fourth year of

Medical Scholars Program: This prestigious program enables students to combine their fourth year of undergraduate studies and their first year of medical school, completing both the BS and MD degrees in 7 years.

University of Miami, Coral Gables, FL - Sept 2004 - May 2007 Bachelor of Science in Microbiology and Immunology May 2008 Minors in: Chemistry and Religious Studies GPA: 3.91, Dean's List

#### **Professional Affiliations:**

American Academy of Family Physicians Society of Hospital Medicine



# James L. Davis, MD

Email: james.davis@mycorrhealth.com Cell: (409) 726-2500

Jefferson County role and function: Site Medical Director

#### CERTIFICATIONS/LICENSURE

- Texas Medical License
- □ Louisiana Medical License
- Board Certified, American Board of Family Medicine

#### PROFESSIONAL EXPERIENCE

### CorrHealth, LLC, Beaumont, Texas,

Site Medical Director, Jan 2009 - present

Coordinates the facility's medical team to achieve CorrHealth's daily goals and overall mission. CorrHealth's site medical director ensures that all medical team members with comply with the Jefferson County Correctional Facility's policies, systems, and agendas. Responsible for providing medical assessments and evaluations and ensuring that quality treatment for medical issues is provided to patients. Collaborate effectively with other medical, dental, and mental health providers to prevent disease and injury to patients within Jefferson County Correctional Facility.

Exxon Mobil Corporation, Houston, TX

Occupational Health Manager, Jan. 2009 to Present

Served as Global Occupational Health Manager for ExxonMobil Corporation providing administrative oversight of occupational medicine services for 18 clinics and over 20,000 employees in 12 countries.

Beauregard Memorial Hospital, Deridder, LA Hospitalist, Feb. 2014 to 2015 Part-time hospitalist with the Schumacher Group.

Private Practice, Beaumont, TX

Occupational Medicine and Family Medicine Physician, Aug. 2003 to Dec. 2008

Private practice with emphasis on Occupational Health and Urgent Care serving over 900 businesses in Southeast Texas. Provided inpatient care including management of ICU and Critical Care patients.

# Christus St. Elizabeth and Christus Jasper Memorial Hospitals, Beaumont, TX Mid Jefferson Hospital, Nederland, TX

Emergency Medicine Physician, 2001-2004

Emergency Department Physician, Part-time, Contract

### Exxon Mobil Corporation, Beaumont, TX

Occupational Medicine Physician, 2001-2003

Provider of Occupational Medicine Services for premier refinery

# Christus St. Elizabeth Hospital Family Practice Clinic Silsbee, TX

Family Practice Physician, 1999-2001

Primary Care Physician, providing outpatient services in a rural clinic and inpatient care in a regional medical center. Managed all aspects of outpatient and inpatient medical care including ICU and critical care patients

#### EDUCATION



University of Texas Medical Branch, Galveston, TX

St. Elizabeth-St Mary Hospital Family Residency Program, Beaumont, TX Family Medicine Residency, 1996-1999

University of Texas Medical Branch, Galveston, TX

Doctor of Medicine, 1992-1996

East Texas Baptist University, Marshall, TX Bachelor of Science, Chemistry, 1989-1992

PROFESSIONAL A	AFFIL	IAT	ONS
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	Texas Medical License
П	Affiliate Staff, Christus St. Elizabeth Hospital
П	Dd of Family Practice
П	Mambar
	Towns Madical Association Member

 Texas Medical Association, Member American College of Occupational and Environmental Medicine, Member

Medical Review Officer Certification Council

#### **PUBLICATIONS**

Bayou Virus-Associated Hantavirus Pulmonary Syndrome in Eastern Texas, Journal of Emerging Infectious Diseases, N. Torrez-Martinez, M. Bharadwaj, J.L. Davis, B. Hjele, January 1998.

#### **AWARDS**

Honors in Family Medicine, University of Texas Medical Branch Honors in Internal Medicine, University of Texas Medical Branch Magna Cum Laude Graduate, East Texas Baptist University Alpha Chi National Honor Society, East Texas Baptist University

> Tammie Theriot, RN/HSA in Jefferson County Email: tammie.theriot@mycorrhealth.com Cell: 409.853.2428

Jefferson County role and function: Health Services Administrator, RN

# SUMMARY OF QUALIFICATIONS

RN
Policies Compliance Enforceme

Employee Supervision, Recruiting and Hiring

☐ Issue Resolution

□ Direct Patient Care (18 yrs.)

### PROFESSIONAL EXPERIENCE

CorrHealth, Jefferson County, Texas

Health Services Administrator, Jun. 2022 - Current

Plan, direct, and coordinate medical, dental, and mental health services for a 1200 bed facility. This includes management and supervision of 37 nursing, dental, and mental health staff to include RN, LVN, MD, PA, CMA, Dentist, Dental Assistant. Also responsible for budgeting, controlling expenses, client service, data analysis & assessing outcomes, and facilitating meeting discussions.

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Mid Jefferson Extended Care Hospital, Nederland, TX <u>Director of Nursing Administration</u>, Jun. 2016 – Apr. 2022

Administered executive supervision, exercising independent judgment to select roper course of action in policies and procedures. Implemented change to correct deficiencies found during government inspections; Coordinated medical and health services in compliance with government regulations and policies set by board of trustees. Led and motivated more than 100 employees through supervision, training and coaching on duties and daily operational activities. Collaborated with multi-disciplinary staff to improve patient care and response times. Recruited and hired clinical and admin staff to bolster skills of existing talented team. Resolved conflicts between team members to maintain optimal workflows.

Director of Quality, May 2014 - Jun. 2016

Maintained regular communication with clinical services and COO to obtain feedback on quality initiatives and address any issues. Investigated adverse and or sentinel events to conduct root cause analysis and suggest responsive action to administrators. Implemented comprehensive quality management plan. Devised impactful policy and procedure changes based on research and report findings. Analyzed facility quality and risk performance data to plan improvements in LTACH setting. Led clinical and other staff through implementation process to achieve goals and meet regulatory standards. Coordinated data collection, report generations and review of quality issues. Fielded customer complaints and rectified service issues. Registered Nurse, Dec. 2013 – May 2014

Administered medication, tracked dosages, and documented patient conditions. Treated patients using pharmacological and non-pharmacological treatment modalities to address various disorder, diseases, and injuries. Performed blood and blood product transfusions and intravenous infusions to address patient symptoms or underlying causes. Prioritized nursing tasks and assignments and accurately reported patient status. Oversaw patient admission and discharge process to coordinate related paperwork. Trained and mentored new RNs on best practices, hospital policies and standards of care. Monitored and recorded patient condition, vital signs, and recovery progress and medication side effects. Updated charts, collected labs, ordered diagnostic tests and lab results. Counseled patients and caregivers, providing emotional, psychological, and spiritual support.

Correctional Nurse, Oct 2011- April 2013

Identified issues related to mental health conditions and recommended specific therapies for patients. Developed and coordinated patient care plans for prisoners with COPD, diabetes, or other chronic condition. Cared for prisoners suffering from contagious illnesses or conditions, including influenzas, lice, and gastrointestinal bugs. Provided skilled direct nursing care to Med/Surg and Psychiatric patients in infirmary department. Assessed patient conditions, monitored behaviors, and updated supervising physicians. Administered oral, IV and intra-muscular medications and monitored patient reactions. Responded to emergency situations with speed, expertise, and level-headed approaches to provide optimal care, support, and life-saving interventions. Serviced as Infirmary Coordinator for 43-bed prison infirmary with patient population experiencing chronic illness such as COPD, CHF, ESRD, and newly incarcerated individuals experiencing drug and alcohol withdrawals, and acute psychiatric/suicidal episodes.

#### **EDUCATION**

Lamar University, Beaumont, TX, Dec 2004, Bachelor of Science, Nursing Master of Science, Nursing Administration in progress.

Kimberly Caldwell

Email: kim.caldwell@mycorrhealth.com Cell: 505.418.2282

Jefferson County's Role and Function: CorrHealth's Director of Human Resources

# **SUMMARY OF QUALIFICATIONS**

• HR Management includes recruiting, cost control, onboarding, and strategic planning



#### PROFESSIONAL EXPERIENCE

#### CorrHealth, Texas, New Mexico, Colorado, Wyoming

Director of Human Resources 2018-Present

Management of Human Resource operations. Special capabilities in staffing, benefit management, and payroll management. Consistent history of streamlining workflow, improving performance, reducing costs, and reducing risk. Additional experience in directing accounting, marketing, and administration functions. Outstanding problem solving and communication skills.

# Excel Staffing Companies, Albuquerque, NM

Chief Operating Officer/Chief Human Resource Officer, 2017-2018

Provided the leadership, management, and vision necessary to ensure that the company has the proper operational controls, administrative and reporting procedures, and systems in place to effectively grow the organization and to ensure financial strength and operating efficiency. Was responsible for developing and executing human resource strategy in support of the overall business plan and strategic direction of the organization, specifically in the areas of succession planning, talent management, change management, organizational and performance management, training and development, and compensation. Provided strategic leadership by articulating HR needs and plans to the executive management team.

#### ENTEREZA, Inc., Albuquerque, NM

Human Resource Manager 2017-2018

Was responsible for developing and executing human resource strategy in support of the overall business plan and strategic direction of the organization, specifically in the areas of succession planning, talent management, change management, organizational and performance management, training and development, and compensation. Provided strategic leadership by articulating HR needs and plans to the executive management.

# The Village at Copper/Copper Mountain Resort Association Copper Mountain, CO

Human Resource Manager/Membership Manager/Safety Manager 2008-2017

Oversaw HR, Personnel, Administration, Collections, Post Office, Safety, and Accounting for two distinct entities totaling \$3.4M and 40 employees. Responsible for staffing, training, payroll, health insurance, benefits, and performance reviews. Supervised a staff of six. Serve as Management Representative and ensure all homeowner needs are met. Investigate and resolve issues relating to surcharges, dues, mail.

#### **EDUCATION**

Certifications: (In progress) Senior Certified Professional - Society for Human Resource Management West Texas University, Course work in Communications

Additional Training: Intrawest Supervisory Track, SEO, Business and Marketing Writing, Basic Supervision Skills

#### Krista Rogers

Email: krista.rogers@mycorrhealth.com Cell: (979) 451-2415

Jefferson County's Role and Function: CorrHealth's Director of Finance

#### SUMMARY OF QUALIFICATIONS

- ☐ Accounting professional with 25+ years' experience
- ☐ Extensive background in creating efficient processes, managing contracts and a myriad of financial reporting.
- Solid relationship builder with excellent interpersonal skills

#### PROFESSIONAL EXPERIENCE

# CorrHealth, Texas, New Mexico, Colorado, Wyoming

Director of Finance, Jan, 2021- present

Provides accounting and financial control for the CorrHealth team. Oversees the planning, development, implementation, and maintenance of the company's financial services and department, supporting and promoting profitable goals and objectives.

## Wilson N. Jones Medical Center, Sherman, TX

Senior Accountant, Sept, 2019 - Jan 2021

Performed all accounting functions for three entities within the regional medical center. Maintained the general ledger, journal entries, accruals, balance sheet and bank reconciliations. Daily, monthly, and annually review/interpret financial statements, prepared reporting, tax returns, and fixed asset management. Review physician contracts for compliance and calculate wRVUs for physician bonuses.

#### Fetch Concierge and Errand Service

Entrepreneur Founder/Owner, Nov, 2018 - Sept, 2019

Personal concierge and errand service for busy individuals and the senior community, as well as office support for local and/or virtual businesses. Established relationships with the hospital and within the community. Created all marketing materials, including web site. Managed all financial aspects of this startup.

#### Paris Regional Medical Center, Paris, TX

Accounts Payable Coordinator, Oct, 2016 - Nov 2018

A licensed 154 bed, general acute-care hospital serving Northeast Texas. Supervised the accounts payable team and created a new process that eliminated contractual overpayments. Turned a chaotic department into one that was organized and metall deadlines. Initiated and completed a project that saved tens of thousands of dollars monthly. Reviewed and interpreted all physician and vendor contracts. Reviewed patient refunds for accuracy and processed payments. Participated in audit and cost report projects. Prepared and filed 1099s and sales tax reports, as well as balance sheet and bank reconciliations.

#### i-NetSpin.com, TX

Co-Founder/CFO, Jan 2001 - July 2016

A burgeoning startup business

Accounted for millions in revenue for this successful startup; performed all month end/year end accounting close processes. Prepared all financial statements and budgets as well as filed all federal and state tax returns and 1099s. Made financial recommendations to steer organization. Researched process and registered copyrights for thousands of websites. Worked closely with attorneys to draw up contracts and reviewed/maintained all vendor contracts to ensure ongoing compliance.

#### **EDUCATION**

University of Houston, Houston, TX, 1998, Bachelors in Business Administration Concentrations in Accounting, Math & Marketing. Graduated with Honors.

# Timothy J. Hammond

Email: tim.hammond@mycorrhealth.com Cell: 970-222-1700

Jefferson County's Role and Function: CorrHealth's Director of Risk Management

#### SUMMARY OF QUALIFICATIONS:

Developed tactics for management of legal matters throughout the duration of claim



,	
	Implementation of infra-structure and design of organizational policy and procedure within a document
	management system

□ CCHP

☐ Confirmation of compliance on \$3.5 million medical/behavioral health services contract

□ Contractual business model analysis

#### PROFESSIONAL EXPERIENCE:

#### CorrHealth, LLC, Texas, New Mexico, Colorado, Wyoming

Director of Risk Management, August 2019 to Present

Lead operational risk management effort to ensure corporate policies reflect effective programming. Oversee communication of risk management policies and practices including nurse triage, medication management, medical records, addressing sentinel events, and responding to patient complaints. Design, develop and manage delivery of audits toensure compliance with accreditation standards and state, federal and national healthcare guidelines. Present responsible innovation and new technology improvements to enhance compliance with strategic risk objectives. Develop the response to the risk appetite and tolerances of the organization by developing action plans to address systemic risk managementissues. Coordinate litigation defense. Claims administration with oversight responsibilities involving responses to critical incidents, litigation defense, post litigation reporting, data analysisand initiatives to prevent future events. Monitor the day-to-day implementation and effectiveness of procedures and programs, evaluate statistical data, and make recommendations for improvements.

#### Health, Miami, FL

Regional Vice President, Apr 2019 - Aug, 2019

Create fundamental regional leadership for a specialty correctional healthcare business. Focus workforce efforts on enhancing patient care. Organize material data points to ensure compliance with regulatory and contractual requirements. Solve problems in a collaborative way while challenging the status quo. Ensure financial targets are achieved and maintained.

### Larimer County Sheriff's Office, Ft. Collins, CO

Business Operations Coordinator, Apr 2016 - Apr, 2018

Write contracts and curriculum. Negotiate contracts for implementation by various jail programs. Prepare complex reports, manuals, requests for proposals, bid proposals and other documents for special projects, programs and research. Develop strategic planning models that allow the business of the Jail to continue while attacking fluid problems as they occur. Work in a collaborative way to answer deeper complex questions and participate in resolving problems requiring effective communication skills in the administrative area of the Jail.

#### Property Management, Ft. Collins, CO

Self-employed, Feb 2010 - Mar, 2016

American Society for Health Care Risk Management (ASHRM)

2022

ASHRM promotes effective and innovative risk management strategies and professional leadership through education, recognition, advocacy, publications, networking, and interactions with leading healthcare organizations and government agencies. ASHRM initiatives focus on developing and implementing safe and effective patient care practices, the preservation of financial resources, and the maintenance of safe working environments.

National Commission on Correctional Health Care (NCCHC)

2022

Certified Correctional Health Professional - CCHP

#### **EDUCATION:**

**University**, Fort Collins, Colorado, B.S. Communication Disorders, Aug 1981 Concentration: Speech Pathology/Audiology Colorado State

**Robert Davis** 



# Jefferson County's Role and Function: CorrHealth's General Counsel

Mr. Davis benefits CorrHealth with his years of experience advocating and litigating for counties in Texas and New Mexico. A founding partner in Flowers Davis PLLC, he oversees the Defense of Governmental Entities Business and Commercial Litigation, Insurance Defense, Employment Law, and Medical Liability Sections of the firm. Robert has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in first and third-party litigation for major insurance carriers, drafting coverage opinions for insurance carriers, and in medical malpractice litigation for private practitioners and County health authorities.

We are proud to have earned Robert's trust and his respect. We are genuinely grateful that he chose CorrHealth, and we're elated that he is here to assist us and the counties we which serve in Texas, New Mexico, Colorado and Wyoming.

# Regional Manager - Position Overview

CorrHealth's RN/Regional Manager will reside in Texas, and he/she will be responsible for the day-to-day coordination of services for their respective facilities. This includes working with providers and suppliers, personnel management, and financial management of facility healthcare programs. Responsible for personnel management, client management, clinical quality management, and operations management for the jails in their region. Ensures the highest quality clinical care is delivered to the inmates entrusted to our care by allocating our healthcare funds to deliver the most appropriate care to the greatest number of inmates. Provides guidance, direction, and support to the HSAs, ensuring our clinical staff are trained and supporting in the delivery of care, providing key performance information to our clients, acting as the conduit for the sharing of information between the field and the corporate office.

#### **Essential Job Duties**

- Mentor, coach, and support HSAs
- Review clinical and operating metrics versus expectations
- Evaluate individual HSA performance and identify development opportunities
- Review and approve, with the HSA, his or her team member performance evaluations and identify professional development opportunities
- ✓ Liaison between HSAs and corporate office/executive team
- Responsible for ensuring CorrHealth's RN/HSAs are scheduling all shifts in Paycor, which is CorrHealth's timekeeping and payroll platform.
- ✓ Ensure that facilities under management achieve clinical, service, and operating objectives
- Provide regular written communications on key performance indicators, statistics, facility developments, and important developments
- Conduct regularly scheduled site visits, include discussion of any issues/concerns/opportunities.
- Monitor adherence to contract with each of our county partners, policies, procedures, and protocols, rules, and regulations for assigned counties
- ✓ Liaison with outside community medical and behavioral health partners to ensure program success -Establish and maintain excellent working relationships with Sheriff's staff, custody staff and CorrHealth's healthcare team
- ✓ Identify and share best practices with Chief Shauberger, Major Guillory and their designee(s)
- Comply with contract reporting requirements
- ✓ Works with business development team on annual contract renewals
- Attend CorrHealth's medical administration committee (MAC) meetings, which are held on a quarterly basis



- Assist with Texas Commission on Jail Standards and NCCHC accreditation/compliance process
- Engage in proactive and on-going performance management
- Oversee work with drug formulary compliance by working in collaboration with clinical leadership.
- Monitor compliance to staffing plans, manage changes to staffing plans with input from HSA, Finance, DOO.
- ✓ Document approved changes to staffing plans and ensure all approvals are received
- ✓ Authorize equipment purchases and communicate needs to corporate office.
- ✓ Manage key operating metrics: including staffing/schedules/payroll, labor, supply, pharmacy, staff retention
- ✓ Participate in development of annual operating plan

#### Minimum Education/Experience Requirements

- ✓ Bachelor's Degree in Healthcare or related field; Master's Degree preferred
- ✓ Current, unrestricted RN license
- √ 5+ years of healthcare operations management required
- Bachelor of Science in Nursing preferred
- √ 5+ years' experience in correctional health experience preferred
- Multi-site management experience preferred

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

#### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs.
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely.
- Ability to respect the dignity and confidentiality of inmates

#### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current CPR/BLS certification.
- ✓ Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in CorrHealth's Team Member Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements

✓ Must be able to pass a background check and pre-employment drug test (as applicable)



- ✓ Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

#### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- ✓ Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Medical Director understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Medical Director is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State, Federal, and Local laws and regulations, court orders, Administrative Directives and Jefferson County's standards and policies and procedures of the site where assigned, including those of professional organizations such as the Texas Commission on Jail Standards, the NCCHC and the ACA, etc. CorrHealth's team members are fully expected to treat every other member of the CorrHealth team, any, and all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect at all times. Actions or communications that are inappropriate or degrading will not be tolerated by CorrHealth at any time.

#### Site Medical Director - Position Overview

CorrHealth's Site Medical Director is a trained MD/physician who coordinates the facility's medical team to achieve CorrHealth's daily goals and overall mission. The site medical director will ensure that all medical staff complies with the facility's policies, systems, and agendas. They are responsible for providing medical assessments and evaluations, as well as ensuring that quality treatment for medical issues is provided to patients. They collaborate effectively with other medical, dental, and mental health providers to prevent disease and injury to patients within their assigned facility.

#### **Essential Duties**

- Provides medical assessments and evaluations to patients
- ✓ Initiates and supervises treatment for medical issues
- ✓ Supervises all care given by medical team members
- Advises other providers on site, as needed, to allow for best possible treatment for patient
- Collaborates effectively with all levels of staff within the Jefferson County Correctional Facility, including both colleagues and the Jefferson County Correctional Facility team members
- Makes professional recommendations that improve quality of care and patient outcomes
- ✓ Provides clinical oversight to the Jefferson County Correctional Facility
- Performs quarterly chart reviews and annual assessments of the medical providers.



# Minimum Education/Experience Requirements

- Graduate of accredited medical school, completion of post-graduate program in a Primary Care discipline
- (5) years of professional experience providing primary care
- ✓ (2) years of professional experience in administrative clinical level
- Active and unencumbered license to practice in working state

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

#### Competencies

- Clear, effective verbal and written communication with coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

# **Employment Requirements**

- Must maintain all certifications, educational requirements, licensing, etc. for this position
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures in the Employee Handbook
- ✓ Willing to assist coworkers in job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements

- Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

#### Physical/Mental Requirements

- This position routinely requires (but is not limited to) the following:
- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights
  of stairs
- ✓ Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds



#### Work Environment

CorrHealth's Site Medical Director understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Site Medical Director is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with and all current and future State, Federal, and Local laws and regulations, court orders, Administrative Directives and Jefferson County's standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail Standards), the NCCHC, ACA, federal and community best standards of care. CorrHealth's team members are fully expected to treat every other member of the CorrHealth team, as well as any, and all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect at all times. Actions or communications that are inappropriate or degrading will not be tolerated by CorrHealth at any time.

# Administrative Assistant (AA) - Position Overview

Responsible to the RN/HSA/Department Head for the completion of various office clerical assignments. Coordinates personnel and medical reports and files. Interrelates and works effectively with all levels of authority.

#### **Essential Job Duties**

- ✓ Receive and direct all incoming calls, ensures messages are delivered appropriately
- Process incoming and outgoing mail and faxes daily
- Maintain a filing system
- Receive and distribute claims
- ✓ Respond to and provide follow-up for Provider/Vendor inquiries as requested.
- ✓ Order and receive office/medical supplies following AP guidelines
- ✓ Assure expense reports contain appropriate documentation and are forwarded to appropriate team members
- Maintain credentialing log for healthcare team
- ✓ Receive and forward all site meeting minutes as appropriate
- ✓ Prepare Continuing Education Unit(s) certificates as directed and maintain training binder for all employees
- ✓ Maintains team member files in HR software as well as physical files
- ✓ Assists the RN/DON/HSA with HR orientation and new hire onboarding and team member functionality
- ✓ Provides information for mandatory reports as requested by CorrHealth's RN/HSA

# Minimum Education/Experience Requirements

- ✓ High school diploma or GED
- ✓ Formal secretarial training and medical terminology knowledge is desirable.

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

# Competencies



- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

#### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- ✓ Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- ✓ Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- ✓ Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or. continued employment
- Must undergo security training and orientation on facility safety policies and procedures

#### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights
- Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds.

#### Work Environment

CorrHealth's Administrative Assistant (AA) Medical understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Administrative Assistant (AA), and all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect at all times. Actions or communications that are inappropriate or degrading will not be tolerated by CorrHealth at any time.

# RN/Health Services Administrator (HSA) Registered Nurse - Position Overview

The RN/Health Services Administrator (HSA) functions as the department head for the medical unit departments at local correctional institutions. They are responsible for planning, directing, coordinating, and supervising the delivery of healthcare. Included in this is responsibility for budgetary and fiscal matters, patient care, and laboratory



and pharmacy operations.

#### **Essential Job Duties**

- ✓ Supervises the health services team, including but not limited to: nursing, dental, medical records, and mental health
- Ensuring staffing levels meet contractual requirements and schedules staff to best meet operational needs
- Responsible for maintaining revenue goals and controlling all expenses to ensure that the profit goal is met for the assigned facility; may assist in preparation of annual budget
- Assists in the development, implementation, monitoring, and annual review of health care policies and procedures within the assigned the Jefferson County Correctional Facility
- ✓ Meets regularly with Chief Shauberger, Major Guillory and, or their designee(s), the CorrHealth Director of Operations, members of the CorrHealth team assigned to the Jefferson County Correctional Facility, and team to review monthly reports, needs, medical services, etc.
- Plans and presents new hire orientation and in-service continuing education programs, in accordance with facility and accreditation requirements
- Ensures appropriate licensure, certification, and quality standards are maintained and met by all medical and dental professionals
- Ensures the CorrHealth program at the facility is in compliance with all applicable federal, state, and local (if applicable) health care standards for correctional facilities (ACA and NCCHC if applicable)
- Assists in the development, review, and testing of a disaster plan for health services
- ✓ Must be on call at all times to respond to staffing, administrative, or medical situations
- Oversees the Continuous Quality Improvement (CQI) and Infection control programs
- Capable of giving CPR/AED instructions and able to take charge in a CPR emergency
- Monitors use of pharmaceutical services
- Ensures chronic clinics are maintained per CorrHealth's policy, procedure, and protocol
- Educates patients with regard to diet, hygiene, and methods of prevention of chronic medical diseases
- Ensures CorrHealth's team maintains confidentiality and security of health records and medical information in compliance with HIPAA requirements
- Must understand functionality of each team member's role in the Jefferson County Correctional Facility, and be able to fill in or find appropriate coverage as needed

# Minimum Education/Experience Requirements

- Valid licensure as Registered Nurse
- Associates, Bachelor's or Master's degree in Nursing, Health Administration, Business Administration, or health related field preferred. Degree in Health Care Management or Health Services Administration is preferred
- Some experience as an LTC nurse preferred
- One year of specialized experience in an administrative, clerical management, or supervisory position in the health care field. Work must have involved (i) a close working relationship with facility members, (ii) analysis and/or coordination of administrative, clinical, or other service activities, and (iv) provided knowledge of regulations, requirements, and standards across an assortment of supervisory groups in various administrative areas
- **AED Certification**

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.



#### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs.
- Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

#### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- ✓ Must have current CPR/BLS certification.
- ✓ Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in CorrHealth's Team Member Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

## Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights
  of stairs
- Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### **Work Environment**

CorrHealth's RN/Health Services Administrator (HSA) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's RN/Health Services Administrator (HSA) is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State, Federal, and Local laws and regulations, court orders, Administrative Directives and Jefferson County's standards and policies and procedures of the site



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where assigned, including those of professional organizations such as the Texas Commission on Jail Standards, the NCCHC and the ACA, etc. CorrHealth's team members are fully expected to treat every other member of the CorrHealth team, any, and all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect at all times. Actions or communications that are inappropriate or degrading will not be tolerated by CorrHealth at any time.

Jefferson County is committed to using the selected Performance Review Personnel according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands Jefferson County is committed to using the selected Performance Review Personnel according to reasonable and wellplanned timeframes, to the extent possible. Just as Jefferson County is committed to making available its personnel, CorrHealth is committed to make our key team members available to Jefferson County as required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees the key personnel who will continue to work with Jefferson County are identified in this proposal as such, they are considered to be essential to the services to be provided for Jefferson County.

CorrHealth agrees that no substitutions of these key personnel following the award of the RFP and Agreement will be made without the prior written consent of Jefferson County Commissioners' Court. CorrHealth agrees any, and all substitutes will be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth understands our team members are subject to removal from this project by the Jefferson County Commissioners' Court. In addition, CorrHealth agrees if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth will give Jefferson County a detailed statement setting forth the proposed hourly billing rate for all key onsite personnel and for each additional team member assigned to the project. The hours each of the onsite key personnel and other team



members are projected to work on the project. We do so not only because it's required by Jefferson County's RFP, but we do so because we wholeheartedly believe in transparency.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

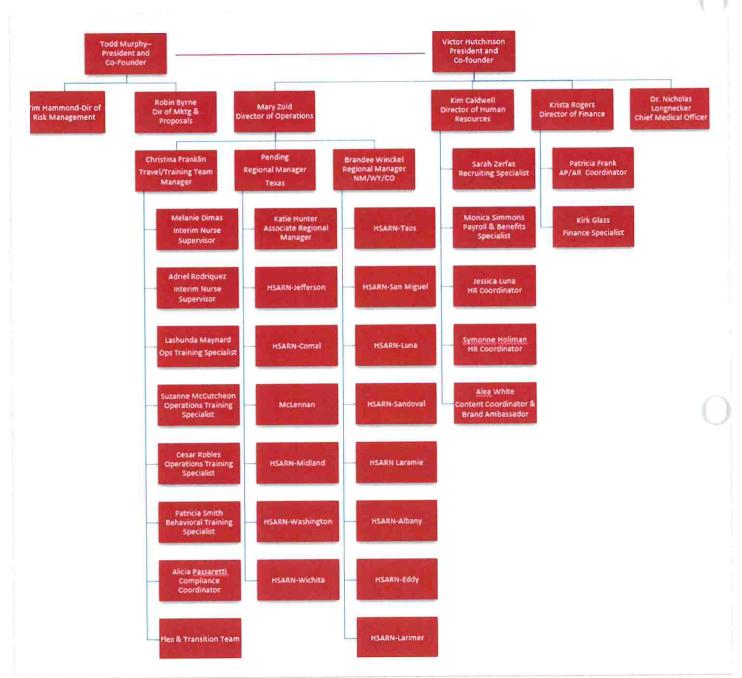
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to provide any equipment, software, or data communication lines required to complete the work specified in the County's RFP document. CorrHealth also agrees to identify any, and all personnel related through blood or marriage to the County or to any current employee of Jefferson County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

CorrHealth understands, agrees, and will comply with this requirement. In the section below, CorrHealth has included a detailed organizational chart which covers the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. Todd Murphy, CorrHealth's Co-Founder and President serves as the key contact person to the project for Jefferson County.

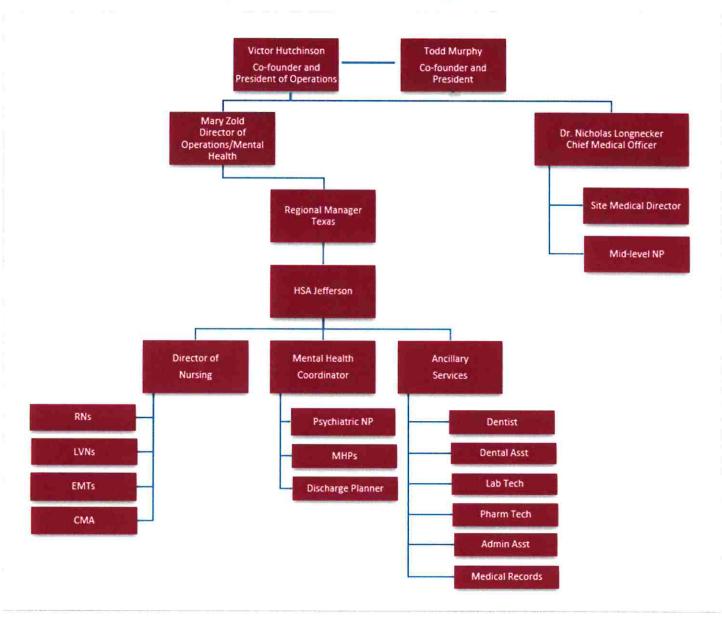


# CorrHealth's Corporate Organizational Chart





# CorrHealth's Proposed Staffing Organizational Chart Specific to Jefferson County





# **SECTION 6. PROPOSAL REQUIREMENTS**

# **6.1 OBJECTIVE OF PROPOSAL**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

CorrHealth understands, agrees, and will comply with this requirement. Since CorrHealth is the incumbent, and we have been providing quality comprehensive inmate healthcare programs and services for Jefferson County and in the Jefferson County Correctional Facility since April of 2018, there will be no need for a transition if CorrHealth is successful with the RFP and we retain Jefferson County's partnership. Therefore, CorrHealth did not include a detailed transition and work plan in this response. Should CorrHealth be successful with the RFP, and we retain Jefferson County's partnership, CorrHealth is fully committed to,

- ✓ Begin an active recruitment campaign for locally based healthcare team members based on the compensation rates which are cited and detailed in this proposal and much more competitive with the current healthcare market in the Jefferson County area,
- Re-engage with area mobile dialysis providers to understand and validate if they are fully prepared to support a strong, consistent, and dependable on-site dialysis program in the Jefferson County Correctional Facility,
- ✓ Bring Dr. Rush, CorrHealth's Chief Psychiatric Officer (CPO) into Jefferson County to meet and coordinate with Spindletop (MHMR) to allow him to begin developing CorrHealth's Jail Based Competency Restoration Program (JBCR) for Jefferson County and in the Jefferson County Correctional Facility,
- Begin to engage and work closely with SMART Communications to discover how we can integrate our mental/behavioral health programs and services with their Wi-Fi supported tablet system throughout the Jefferson County Correctional Facility,
- ✓ Re-engage with LAMAR University and other locally based resources in an attempt to recruit locally based healthcare professionals to support our health care programs and services in the Jefferson County Correctional Facility,
- Re-engage with Christus Health and other area hospitals and medical institutions to invite them into the Jefferson County Correctional Facility for a tour and demonstrate our abilities and limitations for on-site care and in an attempt to strengthen their understanding, and our partnership with them,
- Continue to train, support, and invest heavily in our RN/HSA, our RN/DON and each member of our team who dedicate themselves to CorrHealth and our team, the Jefferson County Correctional Facility, and our inmate-patient population.
- ✓ Continue working close and communicating well with Sheriff Stephens, Chief Shauberger, Marcia Guillory, Captain Mentor, Captain Harrington, Captain Morris, Captain Lewis, Captain Harrell, and their team, while delivering full and unfiltered transparency and an unrivaled partnership experience.



# **6.2 PROPOSER EXPERIENCE**

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

CorrHealth understands, agrees, and will comply with this requirement. In the section below and throughout this response, CorrHealth demonstrates and details our extensive experience and our understanding the nature of research and analysis required in order to continue carrying out the intent of this project and partnership with Jefferson County. In addition, throughout our proposal, we have identified all key personnel who are part of the proposed team and details their experience. CorrHealth understands the Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

In our response, CorrHealth describes and details the current and historical experience we, along with our subcontractors possess which are relevant to completing this project with Jefferson County. CorrHealth provides descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. Each of CorrHealth's references contain the contact information for each agency served. The description of experience detail and cover all relevant contracts which CorrHealth and our subcontractors have and all experience similar to this contract which qualifies CorrHealth to meet and exceed the requirements of this contract with Jefferson County. Included are the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

CorrHealth details our qualifying experience, and the qualifying experience of our subcontractors. Each experience statement includes the name and types of services provided directly by CorrHealth under the contract.

In our response, CorrHealth states why we believe to be meet and exceed Jefferson County's unique and evolving needs and the County's RFP requirements. CorrHealth concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.



Regarding CorrHealth's experience, CorrHealth launched on May 1st, 2017, with the mission of providing quality, professional, and compassionate comprehensive inmate healthcare programs and services specifically in county detention facilities of various size and scope throughout Texas, New Mexico, Colorado, and Wyoming. Prior to conceiving, founding and launching CorrHealth, after working for, founding, and serving a couple of private equity controlled correctional healthcare providers for over 15 years, to include (Correctional Healthcare Management (CHM)/Correctional Healthcare Companies (CHC) and Southwest Correctional Medical Group (SWCMG), each of which served numerous counties in providing correctional healthcare programs and services in their detention facilities from 2001 through 2017, Todd Murphy and Victor Hutchinson, CorrHealth's Founders and Presidents knew our team members, our patients, our county partners, and the communities which we served deserved so much more, therefore they unveiled their vision to launch a very different kind of correctional healthcare organization; one that serves as an agent of positive change in the inmate healthcare industry, and they "took the leap" to launch CorrHealth. Our core leadership team of tenured industry professionals has well over 100 years of collective experience in successfully transitioning, managing, and supporting quality comprehensive inmate healthcare for counties of varying size and scope throughout Texas, the Southwest, and the Rocky Mountain region.

Our programs and services are built upon policies and procedures, which are based on state (Texas Commission on Jail Standards), the National Commission on Correctional Healthcare (NCCHC), American Correctional Association (ACA), federal and community-based standards of care. Throughout our proposal to the County's RFP and through our leadership's experience, we will continue to improve healthcare outcomes, decrease unnecessary off-site transports, mitigate Jefferson County's looming risks and liabilities, while diligently working to reduce Jefferson County's overall costs. CorrHealth is proud to deliver true and unfiltered transparency and a hands-on approach for Jefferson County, which includes implementing innovative measures that deliver true transparency and a trust-based partnership, cost-accountability, and increased efficiencies.

The bottom line is Jefferson County's inmate healthcare Agreement is, and it has always been one of the County's most significant and pivotal contract and partnership, but due to the COVID pandemic, its resulting stresses to our national labor market, the escalating costs of compensation rates within the complex healthcare industry, the rising costs of pharmaceuticals, supplies, healthcare related equipment, skyrocketing benefit costs and with our inmate population becoming more and more litigious, this procurement process, and the County's selection of its new healthcare provider simply cannot be more pivotal, and we are genuinely grateful to take part in the County's procurement process. With that, Jefferson County needs and deserves a partner that sincerely cares, one that is trustworthy and provides a true partnership. It's essential for any healthcare provider to care for its team members, and provide them with competitive compensation rates, industry leading benefits, and the ongoing training and support from locally based (Texas) leaders, which they need and deserve. Consequently, these actions aid in the recruitment and retention of healthcare and support professionals. Jefferson County needs and deserves a provider-partner who sincerely cares for its inmate patients, Jefferson County, and the communities they serve. Jefferson County deserves a providerpartner who listens with intent and understands your unique and evolving needs. Jefferson County needs a provider-partner who has the integrity to provide true and unfiltered transparency into their financials, their operations, their business practices, and in all aspects of their partnership. County deserves a providerpartner who delivers the utmost value. Jefferson County needs and deserves a partner who is committed to delivering excellence in training, service and localized (Texas-based) support, while honoring and respecting the tax-payer dollar, and CorrHealth is that provider-partner! Through these facts, CorrHealth is confident that we are the right provider-partner for Jefferson County and the Jefferson County Correctional Facility. We are thrilled at the opportunity to continue serving and partnering with Jefferson County to deliver quality, professional, and compassionate comprehensive inmate medical, mental/behavioral, ancillary, and community-based healthcare programs and services for Jefferson County and for Jefferson County's inmate/detainee population who are held in the Jefferson County Correctional Facility.



Listed below are the key CorrHealth leadership and administrative team personnel and their relevant experience that provides support to Jefferson County's healthcare programs:

Todd Murphy, Co-Founder and President

Todd.Murphy@mycorrhealth.com | PH: (214) 563-8224 | Dallas, TX

Todd proudly serves CorrHealth as its Co-Founder and President and works closely with Co-Founder, Victor Hutchinson, leading strategic direction, supporting our leadership and teams. our county partners, and driving CorrHealth's growth. Todd Co-Founded CorrHealth after two decades of successfully launching and growing other healthcare companies across the nation.

Todd is passionate about building and leading strong, effective teams toward success. Todd enjoys divingin to learn a client's pain-points, developing creative solutions and presenting viable concepts to meet their unique and evolving needs. Todd has always had a love for volunteering and giving back to a variety of charities, especially Veteran support groups.

Todd has successfully initiated, managed, and served professional medical, mental/behavioral, and ancillary healthcare programs, and services in 49 detention facilities representing over 31,600 inmatepatients. He is proud to be a long-standing, active member, and loyal supporter of several Sheriffs and Jail Associations in Texas, New Mexico, Colorado, and other states, since 2001. Todd is an active member of the Texas Jail Association (TJA), where he proudly served on the Board of Directors from 2009 through 2010, the Texas Chief Deputies Association (TCDA), where he served on the Board of Directors in 2009, the East Texas Peace Officers Association (ETPOA), the National Commission on Correctional Healthcare (NCCHC), the National Sheriff's Association (NSA), the American Correctional Association (ACA), the Western States Sheriff's Association (WSSA), and the Southwestern Border Sheriff's Coalition.

### Texas County Facilities (ADP 7.950)

the state of the s	
Jefferson County Correctional Facility	Beaumont, TX
Collin County Detention Centers (3)	
Ft Bend County Detention Center	
Wichita County Detention Centers (2)	
Midland County Detention Centers (2)	Midland, TX
Anderson County Jail	
Comal County Jail	
McLennan County Detention Centers (3)	Waco, TX
Montgomery County Detention Center	
Kaufman County Detention Center	
Smith County Detention Centers (3)	
Kerr County Detention Center	
Bell County Detention Centers (3)	
Ellis County Detention Centers (2)	

#### New Mexico County Facilities (ADP 5,331)

Luna County Detention Center	Deming, NM
Sandoval County Detention Center	
Taos County Detention Center	
San Miguel County Detention Center	
Eddy County Detention Center	
Valencia County Detention Center	
McKinley County Detention Center	Gallup, NM
Santa Fe County Detention Centers (2)	
Bernalillo County's Metro. Det. Center (MDC)	
Otero County Detention Center	



Chaves County Detention Center	Roswell, NM
Curry County Detention Centers (2)	
New Mexico Military Institute (NMMI)	
Roosevelt County Detention Center	Portales, NM
Rio Arriba County Detention Center	
San Juan County Detention Centers (3)	
Hidalgo County Jail	

Colorado County Facilities (ADP 3,575)

Larimer County Jail	Fort Collins, CO
Jefferson County Detention Center	
Teller County Jail	Cripple Creek, CO
Douglas County Detention Center	Castle Rock, CO
El Paso County Adult Detention Center	Colorado Springs, CO

Arkansas County Facilities (ADP 6,006)

Cross County Detention Center	Wynne, AR
Pope County Jail	
Miller County Detention Center	Texarkana, AR
Garland County Detention Centers (2)	Hot Springs, AR

Oklahoma County Facilities (ADP of 4,817)

Oklahoma County Detention Center	Oklahoma City, OK
Creek County Jail	
Bryan County Jail	Durant, OK
Tulsa County Detention Centers (2)	Tulsa, OK

Wyoming County Facilities (ADP of 730)

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Laramie County Detention Centers (2)	Cheyenne, WY
Albany County Jail	Laramie, WY
Teton County Jail	Jackson, WY
Sublette County Jail	Pinedale, WY
Uinta County Jail	Evanston, WY

Victor Hutchinson, Co-Founder and President of Operations

<u>Victor.Hutchinson@mycorrhealth.com</u> | PH: (214) 274-4907 | Broken Arrow, OK **Victor Hutchinson**, Co-Founder and President of Operations, works together with fellow Co-Founder, Todd Murphy in leading CorrHealth's tactical focus. Victor concentrates on supporting leadership and on-site operational teams, our county partners, and driving CorrHealth's operational stability and growth.

Victor has over 26 years of hands-on nursing experience and managing correctional healthcare operations throughout Texas, New Mexico, Colorado, and counties throughout the nation. This skill is key in tailoring coverage matrix' options, developing successful programs and services based on the specific needs of each county. He leads with proactive modeling based on each county's needs. He has created strong, effective, budget conscience medical and mental health coverage matrices suited to each county's goals. Victor is instrumental in building and leading our team of medical and mental health professionals. They comprise an impressive transition team, who work to ensure a seamless and smooth transition into new programs.

Victor has led and successfully managed comprehensive healthcare and provided health care in 40 correctional facilities representing an ADP of over 23,842 inmate-patients. He is an active member and supporter of the National Commission on Correctional Healthcare (NCCHC), and the American Correctional Association (ACA), Texas Jail Association (TJA), New Mexico Association of Counties (NMAC), and actively belongs to many associations which



CorrHealth supports. Victor is a proud Veteran of the U.S. Air Force.

Texas County Facilities (ADP 7,950)	
Jefferson County Correctional Facility	Begument TV
Collin County Detention Centers (3)	McKinnov TV
Fort Bend County Detention Center	Pichmond TY
Wichita County Detention Centers (2)	Wichita Falls TV
Midland County Detention Centers (2)	Midland TV
Comal County Jail	New Proupfels TV
McLennan County Detention Facilities (3)	Wass TV
Anderson Couty Jail	Delecting TV
Montgomery County Detention Center	Conrec TV
Kaufman County Detention Center	Collide, 1A
Smith County Detention Centers (3)	
Kerr County Detention Center	Kerrville, TX
Bell County Detention Centers (3)	Beiton, IX
Ellis County Detention Centers (2)	vvaxanacnie, 1X
New Mexico County Facilities (ADP 5,331)	
Luna County Detention Center	Deming NM
Sandoval County Detention Center	
Taos County Detention Center	Tage NIM
San Miguel County Detention Center	Las Vogas NM
Eddy County Detention Center	Carlabad NIM
Valencia County Detention Center	Les Lungs NM
McKinley County Detention Center	Collup NM
Chaves County Detention Center	Poswell NM
Bernalillo County's Metro. Det. Center (MDC)	Albuquerque NM
Otero County Detention Center (MDC)	Alemagarda NM
Curry County Detention Center (2)	Clovic NM
New Mexico Military Institute (NMMI)	Dogwoll NM
Roosevelt County Detention Center	Dortolog NM
Rio Arriba County Detention Center	Amerille NIM
San Juan County Detention Center (3)	Amamia, NW
Santa Fe County Detention Center (3)	
Santa re County Determon Centers (2)	Santa Fe, NW
Colorado County Facility (ADP 600)	
Larimer County Jail	Fort Colline CO
Douglas County Detention Center	Castle Rock CO
Bouglas County Betermon Center	Castle Nock, CO
Arkansas County Facility (ADP 288)	
Garland County Detention Centers (2)	Hot Springs AR
canada coamy comore (2)	go, 7 a c
Georgia County Facility (ADP Capacity 1,201)	
Irwin County Detention Center	Ocilla GA
Louisiana County Facility (ADP 169)	
St. Martin Parrish Jail	Martinville, LA
Oklahoma County Facilities (ADP Capacity of 4,01	7)
David L. Moss Crim Justice Center (Tulsa County)	
Kay County Detention Center	
Osage County Detention Center	
The state of the s	222 - 1977 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 - 2017 -





Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2) ...... Cheyenne, WY Albany County Jail .....Laramie, WY

Dr. Nicholas Longnecker, Chief Medical Officer (CMO), CCHP

Nicholas Longnecker@mycorrhealth.com | PH: (724) 815-6700 | Northlake, TX

Dr. Nicholas Longnecker recently joined CorrHealth with a distinguished and diverse medical background. Dr. Longnecker has substantial experience in substance abuse disorder treatment and management. He served as a Substance Abuse Specialist for the Greenbriar Treatment Center and as Medical Director for State Correctional institute Albion, where he managed their MAT program. As a hospitalist, he honed his skills in treating the acutely

ill, whether from severe withdrawal or complications from a substance abuse disorder. Dr. Longnecker's well-rounded medical knowledge serves the diverse populations in correctional healthcare with confidence. As a member of the University of Miami's prestigious Medical Scholars Program, he completed his undergraduate degrees in microbiology and immunology and medical school, obtaining his MD in seven years. He has provided healthcare in over 18 correctional facilities, representing approximately 16,175 inmate patients.

#### Texas County Facilities (ADP 4,100)

Jefferson County Correctional Facility	Beaumont, TX
Midland County Detention Centers (2)	
Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (3)	
Washington County Jail	Brenham, TX
Wichita County Detention Centers (2)	Wichita Falls, TX

#### New Mexico DOC (ADP 7.528)

Luna County Detention Center	Deming, NM
Sandoval County Detention Center	Bernalillo, NM
Taos County Detention Center	Taos, NM
San Miguel County Detention Center	Las Vegas, NM
Eddy County Detention Center	Carlsbad, NM
Valencia County Detention Center	Los Lunas, NM
McKinley County Detention Center	Gallup, NM
Chaves County Detention Center	Roswell, NM

#### Colorado County Facility (ADP 570)

Larimer County Jail ......Fort Collins, CO

#### Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2) ...... Cheyenne, WY Albany County Jail .....Laramie, WY

Mary Zold, Director of Operations, LCSW, CCHP

Mary Zold@mycorrhealth.com | PH: (505) 803-4300 | Albuquerque, NM

Mary Zold brings 25 years of experience to the CorrHealth team. A hands-on professional, she visits our teams and sites often. Mary held senior roles at other inmate health organizations including, Regional Manager of Clinical Services and Correctional Mental Health Manager. She has effectively managed HSAs, clinical personnel, and worked closely with



several Detention Administrators. Mary is accomplished in clinical oversight, development and implementation of startup programs and services, recruitment of mental health personnel, and quality assurance (QA) monitoring of behavioral health programs. She is skilled in program evaluations, staff training/security, suicide prevention training, mental health audits, and has helped prepare for NCCHC and ACA accreditations. She has also designed and implemented MRT programs in county facilities.

Mary has developed site-specific policy and procedure manuals with Victor and Dr. Longnecker that follow NCCHC and ACA standards of care. The Registered Nurse/Health Service Administrators report to Mary, and she works closely with them to ensure the teams understand CorrHealth's policies and procedures and implement training if required. Mary has provided health care in 42 correctional facilities representing a patient population totaling over 58,200.

Texas County Facilities (ADP 7,950)	
Jefferson County Correctional Facility	Beaumont, TX
Collin County Detention Centers (3)	McKinney, TX
Ft Bend County Detention Center	Richmond, TX
Wichita County Detention Centers (2)	Wichita Falls, TX
Midland County Detention Centers (2)	Midland, TX
Anderson County Jail	
Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (3)	Waco TX
Bell County Detention Centers (3)	Belton TX
	Boiton, 170
New Mexico County Facilities (ADP 5,768)	
Luna County Detention Center	Deming NM
Sandoval County Detention Center	Bernalillo NM
Taos County Detention Center	Taos NM
San Miguel County Detention Center	Las Venas NM
Eddy County Detention Center	Carlebad NM
Valencia County Detention Center	Loe Lunge NM
McKinley County Detention Center	Callup NM
Chaves County Detention Center	Bowell NM
Pornalillo County's Motro Dat Contar (MDC)	Albuque agus NM
Bernalillo County's Metro Det. Center (MDC)	Albuquerque, NM
Curry County Detention Centers (2)	Clovis, NIVI
Roosevelt County Detention Center	Portales, NIVI
San Juan County Detention Center (3)	Farmington, NM
Otero County Detention Center	Alamogordo, NM
Santa Fe County Detention Centers (2)	Santa Fe, NM
0-1	
Colorado County Facilities (ADP 3,270)	
Larimer County Jail	Fort Collins, CO
El Paso County Adult Detention Center	Colorado Springs, CO
Douglas County Adult Detention Center	Castle Rock, CO
W	
Wyoming County Facilities (ADP 800)	0.5177777777
Laramie County Detention Centers (2)	
Albany County Jail	Laramie, WY
Arkanasa Caustu Facility (ADD 200)	
Arkansas County Facility (ADP 288)	
Garland County Detention Centers (2)	Hot Springs, AR
Arizona Facilities (ADD 20 000)	
Arizona Facilities (ADP 30,000)	12: 4 4 7
Kingston Prison (2)	Kingston, A∠

Texas County Facilities (ADP 7 950)



Georgia County Facility (ADP Capacity 1,201)

Irwin County Detention Center......Ocilla, GA

Idaho County Facility (ADP 59)

Blaine County Jail......Hailey, ID

Oklahoma County Facilities (ADP 4,240)

David L. Moss Crim Justice Center (Tulsa County).....Tulsa, OK Lawton Correctional Facility ......Lawton, OK

Washington County Facility (ADP 568)

SCORE County Jail...... Des Moines, WA

Wisconsin County Facility (ADP 876)

Racine Adult Detention Center,.....Racine, WI

Christi Franklin, Travel/Training Team Manager, LVN, CCHP Christina.Franklin@mycorrhealth.com | PH: 409.678.3302 | Buna, TX

Christina Franklin joined CorrHealth in 2018 as the HSA for Jefferson County. She is a certified American Heart Association CPR instructor and Certified Correctional Health Care Provider. Her 18 -year nursing career began in the emergency room at Memorial Hermann Hospital in Houston, Texas. Her position in the ER led to the opportunity for her to continue in

correctional nursing at the Mark Stiles Unit in Beaumont, Texas. She continued her hospital work in Telemetry, ICU, and the Cath Lab units until 2011. She returned to correctional nursing as the Jail Nurse Administrator at the Hardin County Sheriff's Office and obtained her correctional officer license as part of Emergency Preparedness during her five years there. She is passionate about mental health awareness, providing respectful and quality care to patients. In a relatively short period, Christi has provided training and healthcare services to 14 detention centers with a total of 8000 inmate-patients.

Tevas	County	Facilities	ADP 4	100)
CAGS	COUNTRY	Lacinico		, , , ,

Beaumont, TX
Wichita Falls, TX
Midland, TX
Palestine, TX
New Braunfels, TX
Waco, TX
Brenham, TX
Kountze, TX

#### New Mexico County Facilities (ADP 2,238)

Luna County Detention Center	Deming, NM
Sandoval County Detention Center	Bernalillo, NM
Taos County Detention Center	
San Miguel County Detention Center	Las Vegas, NM
Eddy County Detention Center	Carlsbad, NM
Valencia County Detention Center	Los Lunas, NM
McKinley County Detention Center	Gallup, NM
Chaves County Detention Center	Roswell, NM

# Colorado County Facility (ADP 570)

Larimer County Jail ......Fort Collins, CO





Kim Caldwell, Director of Human Resources

Kim.Caldwell@mycorrhealth.com | PH: 505.778.5210 | Albuquerque, NM

Kim Caldwell has 20 years of experience in supervisory roles, and 10 years in HR management, Kim excels at developing training curriculum and presentations. She has put processes and protocols in place that keep our employees and business safe. Kim is compassionate, highly engaged and a hands-on Human Resources/People Leader. She has

analyzed and updated company practices to maximize productivity, while lowering operating costs. Frequently in the field, Kim believes in supporting our strong team culture and has an impressive track record of implementing and supporting creative programs which encourage communication. teamwork, safety and sustaining moral. She has helped implement HR policies and benefits and train teams at 22 correctional facilities. Kim is a member of HRMA-NM and the New Mexico Chapter of the Society for Human Resource Management, where she's currently working towards earning her Society of Human Resources Management (SHRM)-CP certification.

Texas	Count	y Facilities	ADP 4	100)

Jefferson County Correctional Facility	Beaumont, TX
Wichita County Detention Centers (2)	Wichita Falls, TX
Midland County Detention Centers (2)	Midland, TX
Anderson County Jail	Palestine, TX
Comal County Jail	
Washington County Jail	Brenham, TX
McLennan County Detention Centers (3)	Waco, TX

### New Mexico County Facilities (ADP 2,238)

Luna County Detention Center	Deming, NM
Sandoval County Detention Center	Bernalillo, NM
Taos County Detention Center	Taos, NM
San Miguel County Detention Center	Las Vegas, NM
Eddy County Detention Center	Carlsbad, NM
Valencia County Detention Center	Los Lunas, NM
McKinley County Detention Center	Gallup, NM
Chaves County Detention Center	Roswell, NM

#### Colorado County Facility (ADP 570)

Larimer County Jail ...... Fort Collins, CO

#### Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2)	Cheyenne, WY
Albany County Jail	

Sarah Zerfas, Recruiting Specialist

Sarah.Zerfas@mycorrhealth.com | PH: 505.803.4300 | Albuquerque, NM

Sarah Zerfas has over 20+ years' experience in candidate engagement. Her experience as a Staffing Manager within the temporary staffing industry, has allowed her to staff within a variety of industries for roles ranging from general administration, medical assistants, and accountants to light industrial. Her ability to connect with candidates has provided consistently

superior results. Prior to her tenure in the staffing industry, Sarah has held leadership roles with both Target and Gap Inc., where she always had a pulse on staffing needs, as well as training and development. She maintains consistency with CorrHealth's policies and procedures, and often serves as a resource for



recruiting industry information to support her team and drive the business. Sarah has helped train and implement CorrHealth policies at twenty-two (22) detention facilities.

Texas County Facilities (ADP 4,100)

Jefferson County Correctional Facility	Beaumont, TX
Wichita County Detention Centers (2)	Wichita Falls, TX
Midland County Detention Centers (2)	Midland, TX
Washington County Jail	Brenham, TX
Anderson County Jail	Palestine, TX
Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (3)	Waco, TX

New Mexico County Facilities (ADP 2,238)

Luna County Detention Center	Deming, NM	
Sandoval County Detention Center	Bernalillo, NM	
Taos County Detention Center	Taos, NM	
San Miguel County Detention Center	Las Vegas, NM	
Eddy County Detention Center	Carlsbad, NM	
Valencia County Detention Center	Los Lunas, NM	
McKinley County Detention Center	Gallup, NM	
Chaves County Detention Center	Roswell, NM	

Colorado County Facility (ADP 570)

Larimer County Jail ......Fort Collins, CO

Wyoming County Facilities (ADP 800)

Tim Hammond, Director of Risk Management, CCHP

Tim.Hammond@mycorrhealth.com | PH: 970.222.1700 | Ft. Collins, CO

Tim Hammond is focused on minimizing risk of our policies and procedures for the service activities in Colorado, New Mexico, Texas, and Wyoming. Tim works closely with our Co-Founders, General Counsel, Director of Operations and Regional Managers to ensure our teams are working within our policies and procedures and to maintain compliance with state

(Texas Commission on Jail Standards), national industry standards of care, (NCCHC and ACA). Tim's years of correctional experience include his role as Regional Vice President with another health care provider and as the Business Operations Coordinator in the Larimer County Sheriff's Office (Colorado), where he developed strategic planning models that allowed the business of the jail to continue while providing fluid solutions. Tim's hands-on correctional experience helps counties control costs without sacrificing service quality. His experience includes working with twenty-six (26) detention facilities representing approximately 11,500 inmate-patients.

Texas County Facilities (ADP 4,100)

Jefferson County Correctional Facility	Beaumont, TX
Wichita County Detention Centers (2)	Wichita Falls, TX
Midland County Detention Centers (2)	Midland, TX
Anderson County Jail	Palestine, TX
Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (3)	Waco, TX



Washington County Jail ......Brenham, TX

#### New Mexico County Facilities (ADP 2,238)

Luna County Detention Center	Deming, NM
Sandoval County Detention Center	Bernalillo, NM
Taos County Detention Centers	Taos, NM
San Miguel County Detention Center	Las Vegas, NM
Eddy County Detention Center	Carlsbad, NM
Valencia County Detention Center	Los Lunas, NM
McKinley County Detention Center	Gallup, NM
Chaves County Detention Center	

#### Colorado County Facilities (500 4,100 ADP)

Larimer County Jail	Fort Collins, CO
Weld County Detention Center	
El Paso County Adult Detention Center	Colorado Springs, CO
Douglas County Detention Center	Castle Rock, CO

#### Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2)	Cheyenne, WY
Albany County Jail	

Krista Rogers, Director of Finance

Krista.Rogers@mycorrhealth.com | PH: 979.451.2415 | Bells, TX

Krista serves as CorrHealth's Director of Finance and is a member of our executive leadership team. She is responsible for ensuring financial excellence while fostering an atmosphere of high performance and personal accountability within the finance team. Krista aims to consistently model the values of CorrHealth to always "Do Right," not only within the finance team and department, but with each individual with whom she interacts and with every project.

Krista is a strong and savvy accounting professional with 25+ years of experience in both the healthcare and entrepreneurial sectors. She understands the value of each individual of an organization and enjoys working with all team members to reach the common goal of a successful, profitable venture. Krista is driven, perceptive, and sharp, with excellent interpersonal skills. She thrives when challenged, strives for absolute perfection, and always maintains a positive and can-do attitude. See her resume in the Appendix.

Krista earned her BBA in 1998 from The University of Houston, graduating with honors. She is a life-long Texan, growing up on a horse ranch in northeast Texas. Krista is the proud mom of three amazing kids and is a recent "empty nester." Her daughter is an artist in Richmond, VA and her two boys are college students. Krista enjoys RVing, taking motorcycle rides, and loves a good football game. She is recently engaged and looking forward to many happy years with her new husband-to-be!

Krista and CorrHealth's finance team provide service and support for the following correctional facilities:

#### Texas County Facilities (ADP 4,100)

Jefferson County Correctional Facility	Beaumont, TX
Wichita County Detention Centers (2)	
Midland County Detention Centers (2)	
Anderson County Jail	



Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (2)	
Washington County Jail	

### New Mexico County Facilities (ADP 2,238)

Luna County Detention Center	Deming, NM
Sandoval County Detention Center	
Taos County Detention Center	Taos, NM
San Miguel County Detention Center	Las Vegas, NM
Eddy County Detention Center	Carlsbad, NM
Valencia County Detention Center	Los Lunas, NM
McKinley County Detention Center	Gallup, NM
Chaves County Detention Center	Roswell, NM

### Colorado County Facility (ADP 570)

Larimer County Jail ...... Fort Collins, CO

### Wyoming County Facilities (ADP 800)



Robert Davis, General Counsel Dallas, Texas

Robert Davis benefits CorrHealth with his years of advocating and litigating experience. A founding partner in Flowers Davis LLC, he oversees the Defense of Governmental Entities Business and Commercial Litigation, Insurance Defense, Employment Law, and Medical Liability Sections of the firm. Robert has extensive experience in representing governmental entities and government officials in all types of litigation. He also has significant experience in first and third-party litigation for major insurance carriers, drafting coverage opinions for insurance carriers, and in medical malpractice litigation for private practitioners as well as County health authorities. We are proud to have earned his trust and happy he's here to assist us and the counties we serve in Texas, New Mexico, Colorado, and Wyoming.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.



The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

The following engagements reflect organizations of comparable complexity and sensitivity to the requirements of this RFP that have been contracted within the past five (5) years. Each is listed for the purpose of verifying CorrHealth's qualifying experience as the contracted provider for Inmate health services:

# CorrHealth's Texas Partnerships (6)

1. Jefferson County, Texas

Jefferson County Correctional Facility, (April 9, 2018- current) 5030 Highway 69 South Beaumont, Texas 77705 John Shauberger, Chief Deputy

Cell: (409) 835-8720

Email: jshauberger@co.jefferson.tx.us

On April 9<sup>th</sup>, 2018, CorrHealth successfully transitioned our team, programs and services in the Jefferson County Correctional Facility, which has a state rated capacity of 1,220 beds, and manages an average daily population (ADP) of 1,100 adult inmates. The Jefferson County Correctional Facility is accredited by the National Commission on Correctional Healthcare (NCCHC) and certified by the Texas Commission on Jail Standards, both of which CorrHealth has been successful in maintaining and retaining since day one of our partnership.

### 2. McLennan County, Texas

The McLennan County Jail, (August 15, 2018 – current) 3201 East State Highway 6 Waco, Texas 76705 Captain Rich Conley Cell: (951) 751-2105

Email richard.conley@co.mclennan.tx.us

On August 15<sup>th</sup>, 2018, CorrHealth successfully transitioned our team, program, and services in all three (3) of McLennan County's detention facilities, which consist of,

- The McLennan County Jail, which operates a jail with a state rated capacity of 941 beds and manages an ADP of 825+,
- 2. the Jack Harwell Detention Center, which operates a detention center with a state rates capacity of 816 beds and an ADP of 750+, and
- 3. the Bill Logue Juvenile Justice Center, which operates a juvenile justice center with a state rated capacity of 98 beds and serves an ADP of 20.

McLennan County hired a locally based MD/Physician who managed correctional healthcare services in each of McLennan County's Detention Centers prior to CorrHealth engaging in our partnership with the county.

Comal County, Texas, (August 1, 2019 - current)
 Comal County Jail,
 3000 IH 35 South



New Braunfels, Texas 78130 Adrian Delgado, Major Cell: (830) 302- 1137

Email: delgaa@co.comal.tx.us

On August 1st, 2019, CorrHealth successfully transitioned our team, our programs, and services in the Comal County's old Jail, which had a state rated capacity of 337 beds, and an average daily population (ADP) of 287 adult inmates on August 1st, 2019. While providing comprehensive healthcare services in the county's old jail, the county was in the final stages of building and opening their new state of the art 585 bed jail, which manages an ADP of 490 adult inmates, and we successfully transitioned into the county's new jail in September 2020.

Comal County is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Comal County since day one of our partnership.

### 4. Midland County, Texas

Midland County Detention Center, (August 1, 2019 - current)

400 South Main Street Midland, Texas 79701

Captain Adam Hilliard, Detention Administrator

Cell: (432) 215-5231

Email: ahilliard@mcounty.com

On August 1st, 2019, CorrHealth successfully transitioned our team, programs, and services in the, Midland County Detention Center which operates has a state rated capacity of 509 beds and manages an ADP of 490 inmates and in the

Midland County is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth proud to support and successfully maintain these important standards and certification for Midland County since day one of our partnership.

#### Washington County, Texas

Washington County Jail, (August 29, 2021 – current) 1206 Independence Road Brenham, Texas 77833 Chief Deputy Eric Hensley, Detention Administrator

Cell: (832) 335- 9797

Email: ehensley@wacounty.org

On August 29<sup>th</sup>, 2021, CorrHealth successfully transitioned our team and our programs and services in the Washington County Jail which operates a jail with a state rated capacity of 177 beds and an ADP of 85 inmates.

Washington County is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Washington County since day one of our partnership.

#### 6. Wichita County, Texas

Wichita County Detention Center, (March 1, 2022 – current) 2815 Central Freeway East Wichita Falls, Texas 76302 Captain Lisa Patterson, Detention Administrator Cell: (940) 782 6013



Email: lisa.patterson@co.wichita.tx.us

On March 1st, 2022, CorrHealth successfully transitioned our team, programs, and services in the,

- Wichita County Detention Center which operates has a state rated capacity of 718 beds and manages an ADP of 550 inmates, and in the
- 2. Judge Arthur R. Tipps Juvenile Justice Center which operates a state rated capacity of 32 beds with an ADP of 10 juvenile detainees.

Wichita County is certified by the Texas Commission on Jail Standards (TCJS), and CorrHealth is proud to support and successfully maintain these important standards and certification for Wichita County since day one of our partnership.

# CorrHealth's Colorado Partnership (1)

### 7. Larimer County, Colorado

Larimer County Jail, (September 1, 2022 – current) 2405 Midpoint Drive Fort Collins, CO 80525 Lt. Staci Shaffer

Direct Office Line: (970) 498-5213 Email: shaffesl@co.larimer.co.us

On September 1<sup>st</sup>, 2022, CorrHealth successfully transitioned our team and our programs and services in the Larimer County Jail which operates a state rated capacity of 177 beds and an ADP of 550 inmates.

Larimer County is accredited by the National Commission on Correctional Health Care (NCCHC), and CorrHealth is proud to support and successfully maintain these important standards and accreditation for Larimer County since day one of our partnership.

# CorrHealth's New Mexico Partnerships (5)

### 8. Sandoval County, New Mexico

Sandoval County Detention Center, (August 1, 2018 – current) 1100 Montoya Road

Bernalillo, New Mexico 87004 Gilbert Armendariz, Warden

Phone: (505) 274-3824

Email: garmendariz@sandovalcountynm.gov

On August 1st, 2018, CorrHealth successfully transitioned our team, our programs, and services in the Sandoval County Detention Center, which consists of one (1) Adult Detention Center, with a total capacity of 511 beds and an ADP of approximately 300 inmates. In addition, CorrHealth was successful in retaining Sandoval County's partnership through a competitive RFP process. CorrHealth currently provides comprehensive inmate medical, mental, ancillary, and community-based health care programs and services for Sandoval County's adult inmate population.

### 9. Luna County, New Mexico

Luna County Detention Center, (October 2018 - Current) 1700 4th NE Deming, New Mexico 88030



Deputy Director Lee Cook Phone: (575) 202-0692

Email: lee cook@lunacountynm.us

On October 15th, 2018, CorrHealth successfully transitioned our team, our programs, and services in the Sandoval County Detention Center, which consists of one (1) Adult Detention Center, with a total capacity of 610 beds and an ADP of approximately 430 inmates. In addition, CorrHealth was successful in retaining Luna County's partnership through a competitive RFP process. CorrHealth currently provides comprehensive inmate medical, mental, ancillary, and community-based health care programs and services for Luna County's adult inmate population.

Luna County is not currently accredited by New Mexico County's (NMC) Adult Professional Detention Standards, but despite the county not yet being accredited, CorrHealth is proud to have met, and maintained these important standards for Luna County since day one of our partnership.

### 10. Taos County, New Mexico

Taos County Detention Center, (July 1, 2108 - current) 105 Albright Street Suite O Taos, New Mexico 87571 Danny Garcia, Director

Cell: (575) 779- 5151

Email: michael.garcia@taoscounty.org

On July 1st, 2018, CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Taos County and in the Taos County Detention Center. In addition, CorrHealth was successful in retaining Taos County's partnership through a competitive RFP process. The Taos County Detention Center has a state rated capacity of 88 adult inmates and manages an average daily population (ADP) of 75. CorrHealth currently provides comprehensive inmate medical, mental, and ancillary health care programs and services for Taos County's adult inmate population.

Taos County is not accredited by New Mexico County's (NMC) Adult Professional Detention Standards, and despite the county not yet being accredited, CorrHealth is proud to have met, and maintained these important standards and accreditation for Taos County since day one of our partnership.

### 11. San Miguel County, New Mexico

San Miguel County Detention Center, (August 20, 2018- current)
26 NM 283
Las Vegas, New Mexico 87701
Antonio Badilla, Warden

Antonio Padilla, Warden Cell: (575) 545- 1060

Email: apadilla@co.sanmiguel.nm.us

On August 20<sup>th</sup>, 2018, with only four (4) days' notice, CorrHealth successfully conducted an emergency transition and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for San Miguel County. The San Miguel County Detention Center has a state rated capacity of 120 beds and manages an average daily population (ADP) of 55 inmates. San Miguel County is currently accredited by New Mexico County's (NMC) Adult Professional Detention Standards, and CorrHealth is proud to meet and maintain the important standards and accreditation for San Miguel County since day one of our partnership. CorrHealth currently provides comprehensive inmate medical, mental, and ancillary health care programs and services for San Miguel County's adult inmate population

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12. Eddy County, New Mexico

Eddy County Detention Center (July 1, 2021 - current) 201 North Main Street Carlsbad. New Mexico 88220 Todd Bannister, RN, HSA Cell: (575) 361-3200

Email: toddb13@hotmail.com

On July 1st, 2021, CorrHealth successfully transitioned and began providing contracted provider programs and services for Eddy County. The Eddy Center has a state rated capacity of 450 beds and manages an average daily population (ADP) which exceeds 250 inmates.

Eddy County is currently not accredited by New Mexico County's (NMC) Adult Professional Detention Standards, and despite the county not yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Eddy County since day one of our partnership.

# CorrHealth's Wyoming Partnerships (2)

### 13. Laramie County, Wyoming

Laramie County Detention Center, (July 1, 2020 - current) 1910 Pioneer Avenue Cheyenne, Wyoming 82001 Captain Don Hollingshead

Cell: (307) 631-6256

Email: hollings@laramiecounty.com

On July 1st, 2020, CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services in the:

- 1. Laramie County Detention Center which operates a state rated capacity of 400 beds and manages an ADP of approximately 300 inmates
- 2. Laramie County Juvenile Detention Center which operates a state rated capacity of 24 beds and manages an ADP of 13 juvenile detainees.

Laramie County is currently not accredited by the National Commission on Correctional Healthcare (NCCHC), and despite the County not yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Laramie County since day one of our partnership.

#### 14. Albany County, Wyoming

Albany County Detention Center, (July 1, 2021 – current) 525 Grand Avenue Suite 101 Laramie, Wyoming 82070

 Sheriff Aaron Appelhans Cell: (207) 760-0996

Email: aaplehands@co.albany.wv.us

2. Lieutenant Nicole Trampe

Cell: (505) 363-1683

Email: ntrampe@co.albany.wy.us



CorrHealth successfully transitioned our team, programs, and services in the Albany County Detention Center which operates a state rated capacity of 55 beds and an ADP of 35 inmates.

On July 1<sup>st</sup>, 2021, CorrHealth successfully transitioned and began providing comprehensive inmate medical, mental/behavioral, ancillary healthcare programs and services for Albany County and in the Albany County Detention Center.

Albany County is currently not accredited by the National Commission on Correctional Healthcare (NCCHC), and despite the county not yet being accredited, CorrHealth is proud to meet and maintain these important standards and accreditation for Albany County since day one of our partnership.

# 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

- 1. Medical Care
- 2. Mental Health Care
- 3. Dental Care
- 4. Other Health Care Services

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth is committed to continue providing the following as well as items listed under Project Requirements, **beginning on page 56**:

- 1. medical health care programs and services,
- 2. mental health care programs and services,
- 3. on-site dental health care programs and services, and
- 4. other health care programs and services.

## 6.4 LAWS AND REGULATIONS

The Inmate Healthcare Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to comply with all the laws, ordinances, rules, and regulations which govern the work specified in this contract.

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## 7. COST PROPOSAL FORM

### **Price and Verification of Proposal**

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to furnish medical and other health services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance with its Request for Proposal (RFP) dated October 18<sup>th</sup>, 2022, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) attachments, for the sums stated hereafter.

7.1 Base Proposal: For the Two-Year Period Beginning February 1, 2023 and Ending January 31, 2025. (In words and numbers below):

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Year 1 Base Proposal	_(\$ 6,850,750.17)
Year 2 Base Proposal_ CorrHealth will add a flat consumer price index (CPI) charge of 5%, or the current negotiated contract rate, whichever is greater. These increases are necessary in industries, and will be paid toward enhanced compensation rates, increases in (which CorrHealth provides six high-risk liability policies for Jefferson County) pharmaceuticals, office and medical supplies, and other inflationary cost factors.)	ncreases in service-based in high-risk liability policies increases in the cost of
Option 2	
Year 1 Base Proposal	_(\$7,716,837.27)

7.1.1 The above price is based on an average daily population (ADP) of eight hundred fifty (850) inmates during a billing period. If the ADP increases or decreases by one hundred-fifty (150) inmates, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be increased for that billing period at the rate of \$1.85\_per inmate in excess of the basic adjusted price. If the ADP decreases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be decreased for that billing period at the rate of \$1.85\_per inmate in excess of the basic adjusted price.

CorrHealth understands, agrees, and will comply with this requirement.

7.1.2 The above price includes the aggregate cap of \$500,000 divided by 12 months (\$41,667.00 per month). In the event that the cap is not met, the unspent money will be credited back to the County.

CorrHealth understands, agrees, and will comply with this requirement.



### 7.1.3 By submission of this proposal, the offeror certifies that:

- Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.
- b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- c. The person signing this proposal certifies that they are authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.

CorrHealth understands, agrees, and will comply with this requirement.

7.0	Alternates:	٠
7.2	Allemates.	

The following alternates are offered as part of this proposal:

7.2.2	Alternates That Will Not Affect the Price:
7.2.1	NONE: N/A

### 7.2.3 Alternates That Will Affect the Price:

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth believes in stability and consistency in our Agreements and our partnerships, and we are committed to do all that we can to prevent pricing increases outside the terms of our Agreements, and our partnership since April 2018 fully supports that notion. However, as witnessed with the advent of the COVID pandemic and its resulting impact, which was unforeseen do occur, and these events may force a pricing change. Below are events which <u>could</u> force CorrHealth to approach Jefferson County with a pricing change.

- 1. CorrHealth is proposing a 2<sup>nd</sup> coverage, staffing, and pricing option as an alternate to the 1<sup>st</sup> option, which the County provided on pages 40 and 41 of the RFP and required in the County's RFP. The pricing for the 2<sup>nd</sup> option is different from the 1<sup>st</sup> option and includes enhances coverage ratios which are more appropriate for Jefferson County's chronic medical and mental health population, state, national/industry, federal, community standards, as well as evolving expectations.
- 2. CorrHealth understands Jefferson County prefers on-site dialysis treatments to be performed on-site at the Jefferson County Correctional Facility, and CorrHealth is fully committed to doing everything possible to bring on-site dialysis services, along with any ancillary and specialty services on-site at the Jefferson County Correctional Facility.

Understanding the County's desire in maximizing on-site programs and services, CorrHealth has closely and diligently researched opportunities to contract with a reliable and trusted dialysis provider which serves the Jefferson County area since April 2018, but due of the COVID pandemic, the labor crisis, the highly competitive healthcare market in the Houston area and the fact that our mobile dialysis utilization will be a low frequency and inconsistent event, which will equate to the dialysis provider not earning a consistent and stable business through services for Jefferson County, we have yet to locate and establish a partnership with



a mobile dialysis provider.

Knowing that pricing and costs are a primary factor for Jefferson County and with CorrHealth being a responsible steward to the tax dollar, we have negotiated a rate of \$600-\$800 per patient visit at a local provider's office, which is a tremendous value for Jefferson County specific to dialysis services, and we don't foresee a mobile dialysis provider coming close to meeting this tremendous rate. Given the complexities of procuring this specialty service at this time, CorrHealth is proposing to maintain dialysis services at the local provider's office and charge any, and all dialysis costs to the \$500,000 off-site aggregate cap until the healthcare and labor market stabilizes and we can procure a partnership with a trusted and reliable mobile dialysis provider who can consistently serve our infrequent dialysis needs within the Jefferson County Correctional Facility. Once we do procure an arrangement and agreement with a mobile dialysis provider, CorrHealth will pass these costs on to Jefferson County and do so at no additional margin.

- 3. CorrHealth is proposing an innovative Jail Based Competency Restoration Program (JBCR) for Jefferson County and in the Jefferson County Correctional Facility in effort to establish competency in inmates suffering with severe mental illness, allowing the inmates to be transferred to prison or the state's Forensic State Hospital and assist Jefferson County in reducing the duration for treatment and ultimately reduce jail days in the Jefferson County Correctional Facility.
- 4. CorrHealth understands it is likely that Jefferson County will request a meeting to negotiate the details and the terms with this new Agreement, and CorrHealth's pricing may change based on the negotiations with Jefferson County.
- 5. The COVID-19 pandemic has negatively impacted the world in a variety of manners, conversely, it has also negatively impacted the availability of pharmaceuticals, supplies, medical equipment, high-risk insurance policies and specialized and professional labor on a substantial scale. Should the COVID pandemic exacerbate, should inflation elevate significantly over an extended period of time, should new national or state legislation be passed and, or should an event occur which negatively affects the ability to procure and deliver quality comprehensive inmate healthcare programs and services in the Jefferson County Correctional Facility, CorrHealth may be forced to approach Jefferson County with a pricing change to Jefferson County.

Offeror should number and list above any alternates it wishes to offer **and** has identified in detail in the body of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump sum price (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (and amount) for that period, or if it will not be affected by the alternate).

CorrHealth understands, agrees, and will comply with this requirement.

7.3 To extend the term of the contract for three (3) additional one (1) year periods, beginning January 31, 2025.

CorrHealth understands, agrees, and will comply with this requirement.

In the event it is awarded the contract pursuant to its proposal dated November 30<sup>th</sup>, 2022, in response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one- year periods, the base proposal price as stated in "A" above shall be (increased) (decreased) the following



### percentage (in words and numbers below):

Offeror: (Company Name) CorrHealth, LLC

Authorized Signature (Typed)

(Signed)

Company Address:

6303 Goliad Avenue Dallas, Texas 75214

Phone Number (214) 563-8224 Fax Number (505) 212-0910

Corporation ( ); State of Incorporation

Texas

Partnership (); Other

Federal Employer Identification Number: 82-1288341

Contact Person: Todd Murphy Phone Number: (214) 563-822



7.4 Line Itemization of Base Proposal (A) Price and Verification of Proposal (Continued)

# Bottom line total should agree with base price as stated under A. Base Proposal

The Offeror (Name of Company): **CorrHealth, LLC** herein submits its breakdown of its proposal price, as required by the Jefferson County RFP for medical and other health care services to be provided at the Jefferson County Correctional Facility, Beaumont, Texas, for the two-year period **beginning February 1, 2023 April 10, 2018** and ending January 31, 2023. April 9, 2020. In the event that there is a discrepancy between the bottom line total(s) as stated in this Line Itemization and the amount stated under "A. Base Proposal", the latter shall govern.

Name of Offeror: CorrHealth, LLC

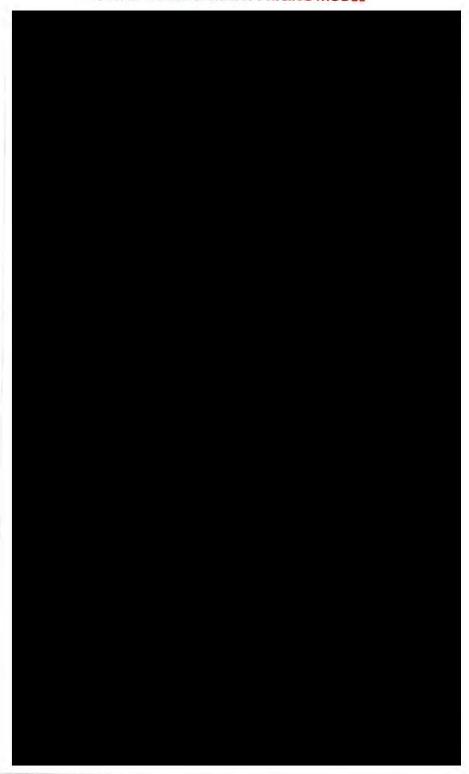
Signature:

Signed: Todd Murphy, Co-Founder and President

(Offeror may use whatever format it wishes. Information can be presented here or in a separate attachment. If choosing the latter, please note that fact, on this form).



## OPTION 1 TRANSPARENT PRICING MODEL





### **OPTION 1 COVERGE AND STAFFING MATRIX**

			ropos	ed Staff	ing Pla			24/7 On	Site Co
			100.00			850	ADP		-
Oscilalas	EUN	MON		eduled H	_	rmi	CAT	Total	FTES
Position	I SUN	MON	TUE	WED	THU		SAT	Hours	FIES
	_			_	-		SHIFT		
N/HSA	-	8.00	8.00	8.00	8.00	8.00		40.00	1.00
N/DON	8.00	8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.40
N /N	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00 56.00	1.40
/N	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
/N (Dedicated Intake/Book-In)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MT (Dedicated Intake/Book-In)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
HP (Case Coord)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
HP Discharge Planner		8.00	8.00	8.00	8.00	8.00		40.00	1.00
HP LPC/LCSW Intake	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
ental Asst	-	4.00	4.00	4.00	4.00	4.00		20.00	0.50
dmin Asst Redical Records Clerk	-	8.00	8.00	8.00	8.00	8.00		40.00	1.00
ledical Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00
							NG SHI		A
	_			-				-	M
N .	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
/N - (dedicated BI)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00 56.00	1.40
MT - (dedicated BI)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MT - (dedicated BI)	8.00	0.00	0.00	0.00	0.00	8.00	8.00	24.00	0.60
HP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
						NIGH	T SHIF		-
	0.00					100		1	
N /N	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
/N - (dedicated BI)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MT - (dedicated BI)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MT - (dedicated BI)	8.00	0.00	0.00	0.00	0.00	8.00	8.00	24.00	0.60
HP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
			1	MEDICA	LAND	MENT	AL HE	ALTH PRO	OVIDER
edical Director		4.00		4.00		4.00		12.00	0.30
ledical NP	-	8.00	8.00	8.00	8.00	8.00		40.00	1.00
sychiatrist		4.00	4.00	4.00	4.00	4.00		20.00	0.50
entist (Contracted)		4.00	4.00	4.00	4.00	4.00		20.00	0.50
	- N	V	M.	-				23,00	0.00
			AN .						,
otal								1,336.00	33.40
elief Factor	9%						0.00	120.24	3.01
vertime	9%						30	120.24	3.01
		_							1
otal with Relief Factor & Overtime								1576.48	39.41
all pay HSA	-	- Unit							
all pay NP		-		- 3					
all pay Psych (on call pay per week)		3-1-							
otal with Call Pay									
aid Time-Off (PTO)		L T C	200				-	918113	
otal with Paid Time Off (PTO)									

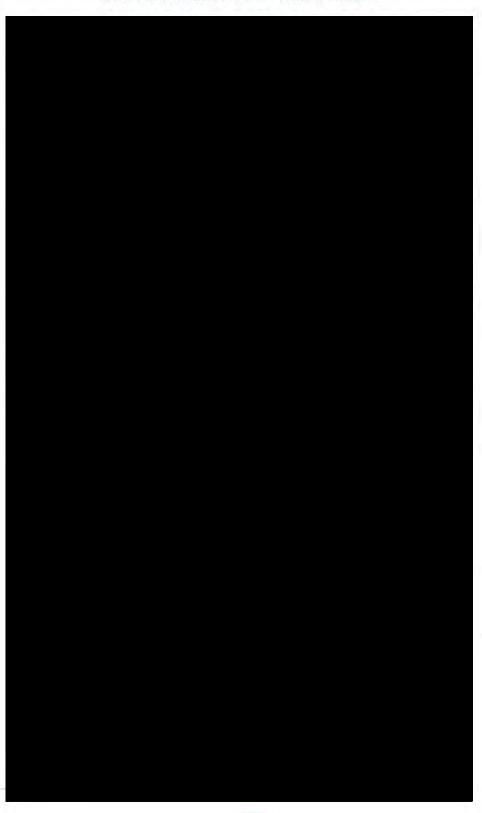


### **OPTION 2 COVERAGE AND STAFFING MATRIX**

			Pro	posed	Covera		d Staff ADP	ing Plan-	Optio
Position				duled H	and the same			Total	
170000	SUN	MON	TUE	WED	THU		SAT	Hours	FTES
						DAY	SHIFT		
I/HSA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
I/DON		8.00	8.00	8.00	8.00	8.00		40.00	1.00
(14-Day Health Assessments)	-	8.00	8.00	8.00	8.00	8.00	47.00	40.00	1.00
	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
N	24.00	24.00	24.00	24.00	24.00	_	24.00	168.00	4.20
N (dedicated BI) 7AM-7PM	12.00	12.00	12.00	12.00	12.00		12.00	84.00	2.10
MT - P/I (dedicated BI) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00 40.00	2.10
ental Health Director HP Discharge Planner	+	8.00	8.00	8.00	8.00	8.00		40.00	1.00
HP LPC/LCSW (Dedicated Intake)	16.00	24.00	24.00	24.00	24.00	24.00	16.00	152.00	3.80
ental Asst	10.00	4.00	4.00	4.00	4.00	4.00	20.00	20.00	0.50
fmin Asst		8.00	8.00	8.00	8.00	8.00		40.00	1.00
edical Records Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00
edical Clerk/Lab Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00
narmacy Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00
					EVE	NING/	NIGHT	SHIFT	1
	12.00	12.00	12.00	13.00	12.00		12.00	84.00	2.10
N .	24.00		24.00	24.00			24.00	168.00	
N - P/I (Dedicated Intake) 7PM-7AM	12.00		12.00					84.00	2.10
MT - P/I (Dedicated Intake) 7AM-7PM	12.00		12.00	12.00	12.00	12.00	12.00	84.00	2.10
HP LPC/LCSW	8.00		8.00	8.00	8.00	8.00	8.00	56.00	1.40
			Chi		1	-	T SHIF		Des T
								400	_
HP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
			N.	MEDICA	LAND	MENT	AL HE	ALTH PRO	VIDER
ledical Director			8.00	8.00	8.00	8.00	- All	32.00	0.80
edical NP/PA	-	8.00	8.00	8.00	8.00	8.00		40.00	1.00
cych NP/PA	1	8.00	8.00	8.00	8.00	8.00	_	40.00	1.00
	+	6.00	6.00	6.00	6.00	6.00		30.00	0.75
entist		6.00	0.00	0.00	6.00	6.00		30.00	0.75
				- 4					
			_	_		- 17		+ /35.00	40.65
otal				_				1,626.00	40.65
elief Factor	9%							146.34	3.66
vertime	9%							146.34	3.66
otal with Relief Factor & Overtime								1918.68	47.97
	_		_			_	_		
ill Pay MD/NP			_						
all Pay Psych (On Call Pay Per Week)									
ill Pay RN/HSA (On Call Pay Per Week)									
otal with Call Pay									
									_
aid Time-Off (PTO)									
otal with Paid Time Off (PTO)	_								



## **OPTION 2 TRANSPARENT PRICING MODEL**





## **APPENDIX**

### Following this page:

Per instructions in 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION, we are clearly marking pages in this RFP and Appendix as confidential and proprietary.

- ✓ See the required statement on our letterhead identifying each section follows this page.
- ✓ Per Project Requirements page 62, item 6 A confidential and proprietary list of all litigation from the past five (5) years on pages 128 to 138
- ✓ Per Pricing, Section 7, pages 117 to 125 contain confidential and proprietary worksheets detailing how we've reached the proposed pricing for this RFP.

**Per 4.7 – PROPOSER PERSONNEL AND ORGANIZATION –** Job descriptions as outlined in the Jefferson County Organizational Chart on pages 139 to 162 of this response.



Per instructions in section 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION, we are clearly marking pages in this RFP and Appendix as confidential and proprietary. See the required statement on our letter head identifying each section below.



November 30, 2022

RE: SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS Item 1.32, Confidential/Proprietary Information

Dear Evaluation Committee.

We respectfully request that Jefferson County consider the designated pages of information within our response to Jefferson County's RFP 22-039/MR specific to Inmate Health Care Services for Jefferson County Correctional Facility, confidential and proprietary and remain unavailable through the Freedom of Information (FOIA) request.

The following pages are designated

- ✓ Per Project Requirements (page 62, item 6) Appendix pages 128 to 138 contain a confidential and proprietary list of all litigation from the past five (5) years.
- Per Pricing (section 7, pages 117 to 125) These pages contain confidential and proprietary worksheets detailing how we've reached the proposed pricing for this RFP.

Thank you for respecting this important request.

Most sincerely,

Todd Murphy, Co-Founder & President

Email: todd murphy@mycorrhealth.com

CorrHealth, LLC • 6303 Goliad Avenue, • Dallas, Texas • 75214 • 214-563-8224

























<u>Job Descriptions for on-site personnel</u> – balance of positions listed in the organizational chart, with the exception of Dentist, Dental Assistant and Lab Technician.

### 4.7 Proposer Personnel and Organization

### Director of Nursing (DON) - Position Overview

#### **Position Overview**

CorrHealth's Director of Nursing (DON) is predominantly in charge of managing, training, disciplinary and performance evaluations, and supporting the Nursing/EMS team. They are responsible for maintaining quality care throughout the Jefferson County Correctional Facility. They are also responsible for all on-site health care services in the Jefferson County Correctional Facility, and work closely with Chief Shauberger, Major Guillory and their designee(s) to ensure proper communication between Chief Shauberger, Major Guillory and their designee(s) and CorrHealth's team. This position ensures medical, mental, and community health care programs are based on site-specific goals and work within CorrHealth's and the Jefferson County Correctional Facility's policies and procedures.

#### **Essential Job Duties**

- Primarily responsible for orientations, training, performance evaluations, disciplinary actions, and ongoing support of the Nursing/EMS team
- ✓ Monitors the implementation of the detention facility's procedures and programs.
- Evaluates financial and statistical data, program requirements, and issues to make recommendations for improvement
- ✓ Leads in delivering care to patients and offering quality support to CorrHealth's healthcare team
- ✓ Ensures appropriate licensure, credentialing, and insurance coverage on all medical personnel
- ✓ Creates and updates policies when necessary to help improve the level of care for each patient
- ✓ Implements quality improvement programs
- Ensures that all patient care plans have the documentation necessary to provide the proper type of care
- ✓ Works closely with any and all subcontracted services, including pharmacy, lab, x-ray, and specialty providers
- ✓ Oversees services rendered by contractors and professional team members
- ✓ Audits weekly logs and AP forms
- ✓ Screens all requests for records; approves/disapproves responses as appropriate.
- ✓ Reviews status of patients with serious health problems, ensuring all necessary intervention and treatment is completed
- ✓ Monitors inmate hospitalization closely with UM management to ensure early release when possible.
- Closely monitors all potential catastrophic illnesses and explores/utilizes appropriate means of limiting CorrHealth's and the Jefferson County's liabilities
- Oversees utilization of special housing, infirmary beds and outside patient services for appropriateness and quality of services provided
- ✓ Functions as the liaison between all other professional organizations
- Accepts on-call status as necessary

### Minimum Education/Experience Requirements

 Associates, Bachelor's or Master's degree in Nursing, Health Administration, Business Administration, or health related field preferred



- √ Valid RN license
- ✓ Two (2)+ years' nursing supervisory experience
- ✓ Some experience as an LTC nurse preferred

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- ✓ Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds



#### Work Environment

CorrHealth's Director of Nursing (DON) understands his/her work and function will be performed on-site at the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Director of Nurses (DON) is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Director of Nurses (DON) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated.

### Registered Nurse (RN) - Position Overview

Registered Nurses (RN) provide a full range of nursing services to inmates including assessing, nursing diagnosis, planning, implementing, and evaluating the medical condition of inmate patients. RNs provide information to other health care team members and contribute to the maintenance or restoration of health status.

### **Essential Job Duties**

- Assesses and identifies health problems of new inmates and initiates medical records and special needs POR's
- Responds to day-to-day medical issues and/or emergencies with patients
- √ Administers prescribed treatments and medications as needed/medically required.
- Prepares medical equipment, records, and rooms for examinations of patients, assisting the provider if necessary
- Practices sound pharmacology practices in preparation, maintenance, administration, and documentation of prescribed drugs and/or IV delivered therapies
- Maintains central lines for IV therapies, as needed
- Meets regularly with the HSA to review medical services administered to patients. May serve as Charge Nurse or Acting Supervisor in the absence if the HSA and would be responsible for delegation of assignments among staff.
- Is aware of emergency procedures in the event of emergency or crisis situations and the appropriate plan of action governed by triage and written guidelines
- Capable of giving CPR instructions and able to take charge in a CPR emergency. If trained and able, would also be responsible for using AED equipment
- Must demonstrate ability to use standard medical equipment including appropriately and safely, but not limited to: AED, EKG, blood pressure device, oxygen, sterilization, Glucometer, Doppler, and Pulse Oximeter
- Uses logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems
- ✓ Delegates tasks appropriately to lower-level licensure employees.
- Educates patients with regard to diet, hygiene, and methods of prevention of chronic medical diseases



### Minimum Education/Experience Requirements

- Degree or diploma from a professional nursing program approved by the legally designated state accrediting agent at the time the program was completed by the applicant
- ✓ Current and unrestricted license as Registered Nurse, must maintain license
- Experience in correctional healthcare preferred, but not required

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to
  other coworkers.
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- ✓ Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.





- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Registered Nurses (RNs) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Registered Nurses (RNs) is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Registered Nurses (RN) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated.

### Licensed Vocational Nurse (LVN) - Position Overview

A Licensed Practical/Vocational Nurse is responsible for assisting in the delivery of inmate care through the nursing process of assessment, planning, implementation, and evaluation. Under the supervision of the RN(s), directs and guides inmate teaching and activities that commensurate with his/her education and demonstrated competencies.

### **Essential Job Duties**

- Under supervision of a Registered Nurse, assists in the assessment of the physical, psychological, and social dimensions of inmates in the Health Care Unit and, as necessary, in the housing units
- Assists in planning and implementing individual treatment programs, using available knowledge, diagnostic tests, resources, and consults with RNs and other staff as appropriate while applying knowledge and resources in planning care and inmate teaching
- ✓ Administers medications according to proper techniques and procedures, including IV therapy (when certified), and all other approved routes of administration
- Assists the provider in evaluations, medical procedures, and minor surgical procedures as necessary, using SOAP form of charting
- ✓ Obtains body fluid specimens and performs EKGs using proper techniques and procedures
- Maintains and documents any, and all controlled substances and medical equipment
- ✓ Intervenes in a variety of situations with proper safety techniques, procedures, and standard precautions
- Implements nutrition and therapeutic diet plans through proper techniques and procedures as ordered by provider
- Triaging and assessing healthcare requests

### Minimum Educational/Experience Requirements

- ✓ Graduate from an accredited LPN/LVN program.
- ✓ Have and maintain current licensure as a LPN/LVN within the state of employment.

#### **Additional Duties**



Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- ✓ Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs.
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current CPR/BLS certification.
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- √ Ability to identify and detect objects and assess situations from a variety of distances
- ✓ Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

### Work Environment

CorrHealth's Licensed Vocational Nurses (LVNs) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Licensed Vocational



Nurses (LVNs) are expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Licensed Vocational Nurses (LVNs) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated.

# **Emergency Medical Technician - Position Overview**

Responds to emergency calls to provide efficient and immediate care to patients of correctional facility. Also assists with initial examination upon in-take and responding to day-to-day medical issues with inmate population.

### **Essential Job Duties**

- Provides rapid response to apparent medical emergencies throughout the correctional facility
- ✓ Assesses and identifies health problems of new patients and develops medical record. Additional care is provided based upon assessment of the patient and obtaining historical information.
- ✓ Assists patients with administration of prescribed medications when/as needed
- Documents medical history, treatment, and prescription drug use for patients
- Helps to restock, sterilize, and maintain medical emergency bags and equipment

# Minimum Education/Experience Requirements

- Successful completion of an Emergency Medical Technician or Paramedic course
- ✓ Current and unrestricted certification or registration in state of employment
- ✓ Prior experience in a correctional or jail setting is preferred

### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

# Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- ✓ Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates



# **Employment Requirements**

- Must maintain all certifications, educational requirements, licensing, etc. for this position
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

# Security Requirements

- Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

# Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

### Work Environment

CorrHealth's Emergency Medical Technicians (EMTs) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Emergency Medical Technicians (EMTs) are expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

#### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Emergency Medical Technicians (EMT) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated.



# Certified Medical Assistant (CMA) - Position Overview

Responsible for helping CorrHealth's healthcare team and patients by providing clinical and office assistance in the county detention facilities that CorrHealth services.

#### **Essential Job Duties**

- ✓ Welcomes and prepares patients for health care visits, including performing vitals, blood draws, x-ray prep, and electrocardiograms
- Verifies inmate information and medical history, and completes records by adding all examination, treatment, and test results
- ✓ Maintains examination room instruments, supplies, and equipment
- ✓ Helps health care providers during examinations
- Keeps supplies and equipment ready and operational
- ✓ Prepares laboratory specimens and performs basic lab tests on premises
- ✓ Appropriate disposal/sterilization of contaminated supplies or medical equipment
- Appropriately dresses/treats wounds
- Orders/authorizes drug prescriptions and refills as directed
- Educates inmates by providing medication and diet information and instructions
- ✓ Perform duties that the physician delegates and deems proficient to perform under his/her direct supervision

# Minimum Education/Experience Requirements

- ✓ Current Certification as a Medical Assistant from AAMA or NHA
- ✓ High school diploma or GED
- √ 1+ year(s) of certified medical assistance experience
- √ 1+ year(s) of certified medication pass/medication aide experience

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- ✓ Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs.
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- ✓ Must have current CPR/BLS certification
- Must have current TB test (taken within one year)



- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable).
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

# Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Certified Medical Assistants (CMA) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Certified Medical Assistants (CMAs) are expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Emergency Medical Technician (EMT) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.

# Mental Health Coordinator (MHC) - Position Overview

The Mental Health Coordinator is responsible for providing the clinical oversight of the facility. The Mental Health Coordinator oversees the mental health staff which is made up of Therapists, Counselors and Group Facilitators. This includes ensuring timely implementation, reporting, and documentation of a variety of functions including safety, quality improvement, and compliance standards.



### **Essential Job Duties**

- ✓ Plans, supervises, coordinates, and manages the clinical services provided by mental health staff at the institution
- Assigns specific duties and clinical responsibilities to mental health staff in accordance with their position descriptions, education, and professional experience
- Represents interests of mental health services with the institution's administrative staff under the direction of the HSA and Director of Operations and to facilitate cooperation in the delivery of mental health services
- ✓ Allocates team resources in mental health services to ensure that institutional needs for clinical and... consultative services are met in a timely, professional manner
- ✓ Uses clinical auditing tools to ensure all services are being delivered and improved on a daily basis
- ✓ Conducts regular case conferences with mental health staff for supervision and consultation
- Reviews psychiatric case records on cases for discussion and/or correction, as necessary
- Responsible for assignments and reassignments of employee caseload
- Schedules staff to provide for proper coverage
- ✓ Concludes disciplinary proceedings when applicable
- Responds to emergencies and initiates action as requires
- Monitors performance of specific targeted measures by performing comprehensive audits of medical records
- Provides support to clinical staff with regards to the completeness of content in the medical records
- ✓ Performs quality assurance audits on all medical records
- ✓ Conducts monthly meetings
- ✓ Attends quarterly MAC meetings

# Minimum Education/Experience Requirements

- Master's degree in psychology, social work, or behavioral science field
- √ 2-5 years' experience coordinating and administering mental health service delivery systems
- √ 2-5 years' professional experience that indicates knowledge of management/supervision techniques, mental health counseling, group and individual psychotherapy, diagnosis, and treatment of major mental disorders and/or psychological evaluation techniques
- ✓ Licensed to practice psychology, social work, or counseling in the state by the state licensing board

### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

# Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer
- Must demonstrate ability to use standard medical equipment appropriately and safely



Ability to respect the dignity and confidentiality of inmates

## **Employment Requirements**

- Must maintain all certifications, educational requirements, licensing, etc. for this position
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in CorrHealth's Team Member Handbook
- Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

## Security Requirements

- Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds

### Work Environment

Work is performed inside a correctional facility. Employees are exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. Employee is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other employees.

### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Mental Health Coordinator will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.



# Nurse Practitioner-Psych NP - Position Overview

Works in collaboration with a physician to plan and evaluate patient health care. Skillfully applies expertise to evaluate/diagnose patients and prescribe psychotropic medications when needed. This includes the provision of a comprehensive treatment plan for patients with complicated mental health conditions.

#### **Essential Job Duties**

- Provide on-site psychiatric assessment, diagnosis, treatment, and review of patients referred by health or security team
- ✓ Provide documentation of history, diagnosis, and treatment course
- ✓ When applicable, screening of committed persons for placement/transfer to outside psychiatric treatment facilities or community mental health facilities
- ✓ Provides support to staff in gaining access to outside acute care facilities, when necessary
- Assists in monitoring all psychotropic medication utilization
- ✓ Assists facility staff to address crisis intervention needs
- ✓ May be assigned 24/7 on-call services, when applicable
- Assigned on-site coverage as needed per facility needs and/or scheduling requests

# Minimum Education/Experience Requirements

- ✓ Current, unrestricted license as a Nurse Practitioner or Physician Assistant
- Nurse Practitioner or Physician Assistant degree
- Specialization and certification in psychiatric treatment
- ✓ Current DEA license
- Corrections healthcare experience preferred

### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in the



Employee Handbook

- Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds

#### Work Environment

Work is performed inside a correctional facility. Employees are exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. Employee is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other employees.

#### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Emergency Nurse Practitioner- Psych NP will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.

### Mental Health Professional (MHP) - Position Overview

Effectively applies mental health expertise and clinical skills in providing Mental Health Services to inmates or clients resulting in an optimal level of care and significant achievements in therapeutic outcomes.

### **Essential Job Duties**

Conducts intakes, evaluations, and/or assessments for (i) inmates referred by the appropriate security, healthcare, or community staff and (ii) inmates who request mental health services; makes referrals to nursing services based on reported symptoms by patient



- ✓ Identifies mental health symptoms and treatment needs, including (if necessary) special housing or watch, and makes recommendations to healthcare unit and security staff
- ✓ Coordinates closely with MD, Prescriber, Psychiatrist, and any other necessary staff to ensure evaluation/care of patient
- ✓ Identifies, recommends, and conducts non-pharmacological treatments when appropriate and/or applicable
- ✓ Provides mental health crisis and suicide intervention and management for facility
- Provides clinical supervision and treatment plans for inmates on caseload
- ✓ Monitors conditions and treatment needs of special inmate population
- Provides staff training in relevant mental health issues
- ✓ Attends regular treatment team multidisciplinary meetings, classification meetings, or other required administrative meetings, as well as participating in CQI and/or QA studies and group sessions
- ✓ Provides treatment services in all areas of the facility
- Provides consultation to security and healthcare staff regarding patient behavior, safety concerns, or other mental health concerns
- ✓ Able to provide linkage and/or discharge planning services when necessary/appropriate
- Documents services and encounters appropriately and accurately, provides accessibility of notes for staff, and ensures transfer of information by maintaining organized and legible notes
- ✓ When applicable participates in treatment programming and planning discussions of problem cases, follow-up and monitoring of medication, and general psychiatric input
- ✓ When applicable, initiates involuntary hospitalization for those inmates who need to be transferred to outside mental health facilities; generates appropriate paperwork relevant to the hospitalization

# Minimum Education/Experience Requirements

- Master's degree in Clinical Psychology or related field: MA Clinical Psych, MA Counseling, MA Clinical Social Work
- ✓ Licensed in state of employment: LCPC, LPC, LCSW, LMSW, LMHC, LMFT
- ✓ 2-5 years post-degree and post-licensure clinical experience
- ✓ Correctional mental health experience is preferred

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

#### Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- ✓ Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**



- Must maintain all certifications, educational requirements, licensing, etc. for this position
- Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

## Security Requirements

Must be able to pass a background check and pre-employment drug test (as applicable)

Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment

Must undergo security training and orientation on facility safety policies and procedures

# Physical/Mental Requirements

- This position routinely requires (but is not limited to) the following:
- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Mental Health Professional (MHP) understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Mental Health Professional (MHP) Medical Director is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Mental Health Professional (MHP) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.

### Discharge Planner - Position Overview

Responsible to the HSA/Department Head for discharge planning assignments. Determines the needs for discharge planning for all inmates released from the facility. Assists in the coordination of these services with a multidisciplinary treatment team to facilitate the achievement of optimal discharge planning with the result of



maximizing clinical, financial and community placement outcomes. Delivers pre-discharge/discharge, re-entry and reintegration programming for inmates on the mental health case load or all qualified inmates.

### **Essential Job Duties**

- ✓ Interviews inmates to provide preliminary discharge plans
- √ Identifies who needs outside resources upon release
- ✓ Electronically documents all interventions and patient response in patient's medical record.
- ✓ Assists in matching referrals to needed services
- Assists in filling out required/relevant paperwork
- ✓ Provides patients with information needed for aftercare services
- ✓ Serves as liaison between County Alcohol, Drug, and Mental Health Office, County Public Defender's Office, and the Jail Mental and Medical units
- ✓ Participates in case management meetings with on-site mental health providers
- Participates in Quality Management meetings, Quality Management Peer Review activities, and staff training

### Minimum Education/Experience Requirements

- ✓ BA or MA degree in Social Work or related field
- √ 2-5 years of post-degree social work or case management experience
- ✓ Correctional mental health experience is preferred.

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

### Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- ✓ Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

### **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current CPR/BLS certification
- ✓ Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to
  other coworkers
- ✓ Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements



# Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable).
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

- This position routinely requires (but is not limited to) the following:
- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds.

### Work Environment

CorrHealth's Discharge Planner understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Discharge Planner is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Discharge Planner will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.

### Pharmacy Technician - Position Overview

CorrHealth's Pharmacy Technician will perform many pharmacy-related functions under the direct supervision of a licensed pharmacist and perform administrative functions of the department.

### **Essential Job Duties**

- Prepare prescriptions for dispensing by the pharmacist and fill stock replacements
- ✓ Make requisitions for drugs and supplies with professional guidance from the pharmacist.
- ✓ Order, receive, and maintain inventory of drugs and chemicals, and ensure their security
- Help maintain an orderly, clean environment including cleanliness of pharmacy stock and supplies
- Enter data into the computer system, recording prescriptions, purchase orders, stock orders, requisitions, and disbursements
- Under direction of pharmacist, remove unneeded or outdated drugs from stock and prepare for return or disposal



- ✓ Perform general clerical duties for the Pharmacy
- ✓ Keep supplies and equipment ready and operational
- ✓ Prepare laboratory specimens and perform basic lab tests on premises
- ✓ Appropriate disposal/sterilization of contaminated supplies or medical equipment
- ✓ Appropriately dress/treat wounds
- ✓ Order/authorize drug prescriptions and refills as directed
- ✓ Educate inmates by providing medication and diet information and instructions
- ✓ Perform duties that the physician delegates and deems proficient to perform under his/her direct supervision

# Minimum Education/Experience Requirements

- ✓ High school diploma or GED certificate
- ✓ Certified Medication Aides (CMAs) State licensing
- ✓ Successful completion of a pharmacy technician training course
- √ 1+ year(s) of pharmacy technician experience
- √ 1+ year(s) of certified medical assistance experience

### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

### Competencies

- Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- ✓ Excellent verbal and written comprehension
- Excellent deductive reasoning and problem-solving abilities
- ✓ Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

# **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position.
- ✓ Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

#### Security Requirements



- Must be able to pass a background check and pre-employment drug test (as applicable)
- Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

- This position routinely requires (but is not limited to) the following:
- Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances.
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

#### Work Environment

CorrHealth's Pharmacy Technician understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Pharmacy Technician is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Pharmacy Technician will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.

### Administrative Assistant (AA) - Position Overview

Responsible to the HSA/Department Head for the completion of off-site claims processing and various office clerical assignments, in addition to the coordination of personnel and medical reports and files. Interrelates and works effectively with all levels of authority.

## **Essential Job Duties**

- Receive and direct all incoming calls; ensures messages are delivered appropriately
- ✓ Process incoming and outgoing mail and faxes daily
- Maintain a filing system
- Receive and distribute claims
- Respond to and provide follow-up for Provider/Vendor inquiries as requested
- Order and receive office/medical supplies following AP guidelines
- Assure expense reports contain appropriate documentation and are forwarded to appropriate staff
- Maintain credentialing log for CorrHealth's healthcare team



- ✓ Receive and forward all site meeting minutes as appropriate
- ✓ Prepare Continuing Education Unit(s) certificates as directed and maintain training binder for all employees
- ✓ Maintains Employee files in HR software as well as physical files
- ✓ Assists DON/HSA with HR orientation and new hire onboarding and team member functionality
- √ Provides information for mandatory reports as requested by HSA

# Minimum Education/Experience Requirements

- ✓ High school diploma or GED
- ✓ Formal secretarial training and medical terminology knowledge is desirable.

### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

### Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- ✓ Excellent verbal and written comprehension
- ✓ Excellent deductive reasoning and problem-solving abilities
- ✓ Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely
- ✓ Ability to respect the dignity and confidentiality of inmates

# **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- ✓ Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

### Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- ✓ Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

### Physical/Mental Requirements

This position routinely requires (but is not limited to) the following:

✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs



- Ability to position oneself in different spaces
- Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- Frequently transports objects up to 50 pounds

### Work Environment

CorrHealth's Administrator's Assistant (AA) Director of Nursing (DON) understands his/her work and function will be performed on-site at the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Administrator's Assistant (AA) is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.

### Other

CorrHealth's team members will comply with all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA etc. CorrHealth's Administrator's Assistant (AA) will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated.

## Medical Records Clerk - Position Overview

Responsible and accountable for the maintenance of health records. In this capacity, the employee organizes and maintains an approved system of records.

### **Essential Job Duties**

- Ensures confidentiality of all medical records information
- Completes forms for release of information when applicable
- Ensures all medical records filing is up to date
- Responsible for the submitting and tracking of Outside Provider Referral forms
- Responsible for scheduling all outside provider appointments, preparing paperwork and coordinating with Transport Officers for transport
- Performs daily clerical/technical duties, including but not limited to: pulling/filing medical records and other loose documentation, preparing reports/correspondence as requested by supervisors, answering phone and relaying messages as appropriate, scheduling patients for medical appointments
- Prepares periodic statistical reports and other management information system requirements

# Minimum Education/Experience Requirements

- High school diploma or GED
- Training in accredited medical record program OR minimum of one year experience in an established medical record system is preferred

#### **Additional Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.





# Competencies

- ✓ Clear and effective verbal and written communication with all coworkers, supervisors, jail administration, and patients
- Excellent verbal and written comprehension
- ✓ Excellent deductive reasoning and problem-solving abilities
- Excellent organizational skills
- ✓ Ability to use a computer and use/learn a variety of software, including site-specific computer programs
- Must demonstrate ability to use standard medical equipment appropriately and safely
- Ability to respect the dignity and confidentiality of inmates

# **Employment Requirements**

- ✓ Must maintain all certifications, educational requirements, licensing, etc. for this position
- ✓ Must have current CPR/BLS certification
- Must have current TB test (taken within one year)
- ✓ Must adhere to all facility policies and procedures as well as the policies and procedures listed in the Employee Handbook
- ✓ Willing to assist coworkers in the job duties and work overtime if required; may act as a resource to other coworkers
- ✓ Maintains confidentiality, dignity, and security of health records and protected health information in compliance with HIPAA requirements

# Security Requirements

- ✓ Must be able to pass a background check and pre-employment drug test (as applicable)
- ✓ Must obtain and maintain security clearance with the client/facility as a requisite for initial and/or continued employment
- ✓ Must undergo security training and orientation on facility safety policies and procedures

# Physical/Mental Requirements

- ✓ This position routinely requires (but is not limited to) the following:
- ✓ Ability to both remain stationary and move/traverse throughout the facility, including up and down flights of stairs
- Ability to position oneself in different spaces
- ✓ Ability to convey and discern information in a conversation, frequently communicate with patients; must be able to exchange accurate information.
- ✓ Ability to identify and detect objects and assess situations from a variety of distances
- Ability to stay calm in stressful and demanding situations
- ✓ Frequently transports objects up to 50 pounds

### Work Environment

CorrHealth's Medical Records Clerk understands his/her work and function will be performed inside the Jefferson County Correctional Facility; therefore, they understand they may be exposed to some level of risk and/or harm by inmates including exposure to blood borne pathogens. CorrHealth's Medical Records Clerk is expected to work in accordance with all security rules and regulations to minimize the risk of danger and/or harm to themselves or other team members.



### Other

CorrHealth's team members will comply with any, and all current and future State (Texas Commission on Jail Standards), Federal, and Local laws and regulations, court orders, Administrative Directives and standards and policies and procedures of the site where assigned, including those of professional organizations such as state (Texas Commission on Jail, Standards), NCCHC, ACA, federal, and community best standards of care. CorrHealth's Medical Records Clerk will treat every other member of the CorrHealth team, all correctional personnel, all inmates and third parties in the Jefferson County Correctional Facility with the proper dignity and respect. Actions or communications that are inappropriate or degrading will not be tolerated at any time.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409)835-8456

# LEGAL NOTICE Advertisement for Request for Proposal

October 18, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-039/MR), Inmate Health Care Services for Jefferson County Correctional Facility. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Mandatory Pre-Proposal Conference on Wednesday, November 2, 2022, at 10:00 am CT at the Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, Texas 77705.

PROPOSAL NAME:

Inmate Health Care Services for Jefferson County Correctional Facility

PROPOSAL NUMBER:

RFP 22-039/MR

DUE DATE/TIME:

11:00 AM CT, Wednesday, November 30, 2022

MAIL OR DELIVER TO:

**Jefferson County Purchasing Department** 

1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or <a href="mailto:mreeves@co.jefferson.tx.us">mreeves@co.jefferson.tx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or <a href="mailto:dclark@co.jefferson.tx.us">dclark@co.jefferson.tx.us</a>.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH:

Beaumont Enterprise & Port Arthur News: October 19<sup>th</sup> & 26<sup>th</sup>, 2022

Examiner October 27, 2022

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# PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the item proposal.	s listed below, which must be submitted in full as part of the
	as a part of your proposal, or failure to acknowledge any g a proposal on any condition, limitation, or provision not cause for rejection of the proposal.
Proposer shall check each box indicating compliance.	
THE ITEMS ON THE CHECKLIST BELOW MUST	T BE INCLUDED IN YOUR PROPOSAL SUBMISSION.
Cover sheet identifying the contract/project being potential the proposal, and the email address, telephone, and	proposed, the name and address of the Proposer, the date of differential facsimile numbers of Proposer.
An acknowledgment and/or response to each section	on of the proposal.
Form of business (e.g., corporation, sole propriet incorporation.	torship, partnership); if corporation the date and state of
HT 이번 하는 사람이 되면 하면 하다면 보고 있는데 이번 사람들이 되었다. 그리고 있는데 아니라 보는데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른	poser is providing or has provided Inmate Healthcare Services , and telephone number of a contact person at each entity.
Completed and Signed FORM 1295.	
Copy of Certificate of Insurance (COI). The COI a insurance coverage.	at a minimum should reflect your firm/company's general
the Proposer and/or its principal/officers for the last that actions or warnings taken or issued by any federal, s	terminated or lawsuits filed, threatened, or pending against aree (3) years, as well as identification of any administrative tate, or local governmental agency to Proposer and/or its me or similar service as covered by this RFP, or the payment to such services.
One (1) Original and five (5) Response Copies; with packet, in its entirety.	all copies to include a Completed Copy of this specifications
Each Proposer shall ensure that required parts of the response requirements within this specifications packet, including a	onse are completed with accuracy and submitted as per the ny addenda.
Failure to return all required documentation will result	in a response being declared as non-responsive.
Please read the "Proposal Submit	tal Checklist" included in this package.
Company	Telephone Number
Address	Fax Number

Title

Date

Authorized Representative (Please print)

**Authorized Signature** 

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Healthcare Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

#### 1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

#### 1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### 1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

#### 1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### 1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### 1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

### 1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### 1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

### 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <a href="https://www.sam.gov">https://www.sam.gov</a>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

### FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

### **INSTRUCTIONS:**

- (1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

  Vendors must enter the required information on Form 1295, and print a copy of the completed form.

  The form will include a certification of filing that will contain a unique certification number.
- 2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>WITH RFP PROPOSAL SUBMISSION</u>.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

### FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

## A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the
  contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED	PARTIES		FOR	м 1295
Complete Nos. 1 - 4 and 6 if there are interest Complete Nos. 1, 2, 3, 5, and 6 if there are no	ted parties. interested parties.		OFFICE US	
Name of business entity filing form, and the city, state entity's place of business.  ADD THE ABOVE-REQUESTED INFORMAT		siness	.\	File
Name of governmental entity or state agency that is which the form is being filed.	a party to the contract	or	Jo	`
JEFFERSON COUNTY, TEXAS			7.	
Provide the identification number used by the gover and provide a description of the services, goods, or	nmental entity or state a other property to be pro	vided upd	or identify the contract.	ne contract,
ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT	NUMBER OR DESC	RIPTION HE	RE	
	State, Country	• -	nterest (chec	
provi	.0	Controlli	ng In	termediary
OD NAME OF BUSINESS OWNER(S) HERE. UST LIST ANY PERSON THAT DOES NOT	NI			
ORK FOR THE BUSINESS (AS LISTED ON	0)			
ROFIT FROM THE BID/CONTRACT/PO.	M.			
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				
::00				
Check only if there is 10 Interested Party.	Ι	W-0.00 Page 10 Page 10 Page 10	ECK IF NO	CONTROLLI
My name is MUST COMPLETE TH	IIS SECTION IN ITS E			9)
My address (street)  Locates under penalty of perjury that the foregoing is true and	(city)	(state)	(zip code)	(country)
<i>A</i> .	, on the day	of(month)	, 20 (year)	
	Signature of authorize	d agent of contrac (Declarant)	ting business er	ntity
		AND STREET, SOUTH STREET, SOUT		

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295** 

1 of 1

>	of business.  CorrHealth  Dallas, NM United States			OFFICE USE ONLY CERTIFICATION OF FILING  Certificate Number: 2022-959511  Date Filed:		
1						
2				11/29/2022  Date Acknowledged:		
3	Provide the identification number used by the governmental entity or state ag description of the services, goods, or other property to be provided under the RFP22-039MR Inmate Health Care Services for Jefferson County Correctional Facility	ency to track or identify contract.	y the co			
4	Name of Interested Party City, State,	e, Country (place of business)		Nature of interest (check applicable)  Controlling Intermediary		
)						
5	Check only if there is NO Interested Party.					
6	My name is	and my date of (city)	of birth is	03-07 75aly (zip code)	- 1974 (country)	
	Executed inCounty, State ofSignature	Of authorized agent of c	1	day of Alda (month	Mer. 20 22. (year)	
		(Declarant)			110 = 4 1 0	

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

PROPOSER: INSERT SAM.GOV REGISTRATION BEHIND THIS PAGE.

From: Lorraine Butler < lorraine@federalprocessingregistry.com>

Date: Friday, June 3, 2022 at 9:20 AM Subject: SAM Registration Renewed

Your SAM registration is now RENEWED/ACTIVE, please refer to your company status details below. Remember we will reach out to you the next 4 years prior to your expiration for your 2nd to 5th year renewal at no charge and you will receive a tracker to correspond to each renewal.

You may still receive emails or notifications. If you get any communications saying that you need additional services like the IAE Platform Migration or that you need to contact your case manager, please disregard them since we are handling all aspects of your SAM profile. If you receive any emails that you have questions about, or if you need any updates to your registration, please direct them to me.

# CORRHEALTH, PROFESSIONAL LIMITED LIABILITY COMPANY

Unique Entity ID

DCPREJ44L3U1

Registration Status

Expiration Date

Active Registration

Purpose of Registration

Jun 1, 2023

CAGE/NCAGE

85YP1

Physical Address

6303 Goliad Avenue Dallas, Texas 75214-3603, United States All Awards

Mailing Address

6303 Goliad Avenue Dallas, Texas 75214, United States

I am available Monday - Thursday 9am to 5pm EST and Friday 9am to 3pm EST

Best,

Lorraine Butler

Processing Department Federal Processing Registry

Email: lorraine@federalprocessingregistry.com

Business Line: (727) 265-3909

Fax: (727) 953-8362

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please mmediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended ecipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

# 1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

### 1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

# 1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

# 1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### 1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

### 1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

### 1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly

the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

### 1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### 1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

### 1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

### 1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

# 1.26 INSPECTIONS

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

#### 1.27 TESTING

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

### 1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

### 1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

# 1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

# 1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

# 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

### 1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

# 1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

## 1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an Insurer licensed to conduct business in the State of Texas.

# **Minimum Insurance Requirements:**

Public, Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

# Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

### Workers' Compensation

Statutory Coverage (See Section 1.36 Below)

# 1.36 WORKERS' COMPENSATION INSURANCE

#### 1.36.1 Definitions:

- 1.36.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.36.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section <u>1.35 above</u>.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
  - 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
  - 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  - 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
    - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
    - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
    - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
    - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
      - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the  $\;$  project; and
      - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
      - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs  $\underline{1.36.1. - 1.36.7}$ , with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED RESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Kimberly Allen					
	Mount Franklin Insurance Agency, LLC	PHONE (A/C, No. Ext):	(915)599-2900	FAX (A/C, No): (915)921-	-5550		
	122 Thorn Ave	E-MAIL ADDRESS:	KimberlyA@MtFranklin.com				
	EL PASO, TX 79932	INSURER(S) AFFORDING COVERAGE					
		INSURER A: KINSALE INSURANCE COMPANY					
INSURED		INSURER B:	ASPEN SPECIALTY INSURANCE C	OMPANY			
	CORRHEALTH, LLC	INSURER C: PHILADELPHIA INDEMNITY INSURANCE COMPANY					
	6303 GOLIAD AVE	INSURER D:					
	DALLAS, TX 75214	INSURER E :					
		INSURER F:					

**REVISION NUMBER: 57** CERTIFICATE NUMBER: 80246811-1305096 COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	CLU	SIONS AND CONDITIONS OF SUCH				DOLLOV EVE		
INSR LTR		TYPE OF INSURANCE	ADDL SUBR INSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY		0100145932-1	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 50,000
		X CLAIMS-MADE OCCUR					PREMISES (Ea occurrence) MED EXP (Any one person)	s 50,000 s Excluded
							PERSONAL & ADV INJURY	s Excluded
	GEN	L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 3,000,000
	X	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	s Excluded
	1	OTHER:	:					\$
-	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
		UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
		DED RETENTION \$						\$
	10/06/03/09	KERS COMPENSATION EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$
	(Man	CER/MEMBER EXCLUDED? datory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes	, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
В	PR	OFESSIONAL LIAB		MM00LG622	04/01/2022	04/01/2023	Occ/Agg	\$1M / \$3M
С	EP	LI COVERAGE		PHSD1731848	08/02/2022	08/02/2023	Occ	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFIC	CATE H	OLDER
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JEFFERSON COUNTY CORRECTIONAL FACILITY 5030 US-69

**BEAUMONT, TX 77705** 

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Printed by KCA on 07/27/2022 at 10:58AM

JMANSKE 18

## CERTIFICATE OF LIABILITY INSURANCE

218 DATE (MM/DD/YYYY) 2/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED RESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

PROD	s certificate does not confer rights t				CONTACT Jo Manske					
lerte 701	el McClendon, LLP River Run, Suite 910				(A/C, No, Ext): (817) 514-9520 (A/C, No): (817) 514-1835					
ort \	Worth, TX 76107				E-MAIL ADDRESS: jmanske@hertelmcclendon.com					
								DING COVERAGE		NAIC#
					INSURER A : Te	xas N	<i>l</i> lutual Insur	rance Company		22945
NSUR	RED				INSURER B:					
	CorrHealth LLC				INSURER C:					
	6303 Goliad Avenue			INSURER D :						
	Dallas, TX 75214			INSURER E :						
				INSURER F:						
COV	/ERAGES CEF	ATE	NUMBER:				REVISION NUMBER:			
INI	IIIS IS TO CERTIFY THAT THE POLICI DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY CCLUSIONS AND CONDITIONS OF SUCH	PER1 POLIC	REME TAIN, CIES.	THE INSURANCE AFFO LIMITS SHOWN MAY HAV	ORDED BY THE VE BEEN REDUCI	POLIC ED BY	IES DESCRIBI PAID CLAIMS.	DOCUMENT WITH RESIL	0110	VVI II OI I I I II O
NSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLIC (MM/DD	Y EFF /YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
Ī								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	UTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
1	AUTOS ONLY AUTOS ONLY								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MAD	<b>.</b>					4	AGGREGATE	\$	
	DED RETENTION\$								\$	
Α	WORKERS COMPENSATION							X PER OTH-		
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE			2/28/2022 2/28/2	2/28/2023	E.L. EACH ACCIDENT	\$	1,000,00		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,00
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DES	CRIPTION OF ORERATIONS // OCATIONS / VEHI	CLES /	ACOR	D 101. Additional Remarks Sch	nedule, may be attach	ed if m	ore space is requi	ired)		
PRO	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	SAL	NO: I	nmate Health Care Serv	ices for Jefferso	n Cou	inty Correctio	nal Facility		
CEI	RTIFICATE HOLDER				CANCELLA	ATION	N .			
<u> </u>	NIII JONIE II CHARLES							Biot about them		
					SHOULD A	NY OF	THE ABOVE I	DESCRIBED POLICIES BE (	BF P	ELIVERED IN
lefferson County					THE EXP	PIRATION	ON DATE T	HEREOF, NOTICE WILL	BE D	PELIVERE

ACORD 25 (2016/03)

1149 Pearl Street, 1st Floor Beaumont, TX 77701

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AUTHORIZED REPRESENTATIVE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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this certificate does not confer rights to the certificate holder in I	Kimberly Allen	5.000.552.c					
Mount Franklin Insurance Agency, LLC	PHONE (A/C, No, Ext): (915)599-2900 FAX (A/C, No): (915)9	21-5550					
122 Thorn Ave	E-MAIL ADDRESS: KimberlyA@MtFranklin.com						
EL PASO, TX 79932	INSURER(S) AFFORDING COVERAGE						
	INSURER A: COALITION INSURANCE COMPANY	III III II					
NSURED	INSURER B: INSURER C: INSURER D:						
CORRHEALTH, LLC							
6303 GOLIAD AVE							
DALLAS, TX 75214	INSURER E :						
	INSURER F:						
COVERACES CERTIFICATE NUMBER: 80	246811-1183417 REVISION NUMBER: 22	20.002.0					

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD COVERAGES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EXP (MM/DD/YYYY)	LIMIT	5
R	COMMERCIAL GENERAL LIABILITY	INSD WVD	T GEIGT NOME			EACH OCCURRENCE	\$
+						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
+	CLAIMS-MADEOCCUR					MED EXP (Any one person)	\$
		3				PERSONAL & ADV INJURY	\$
+	A STATE OF THE PROPERTY OF THE	-				GENERAL AGGREGATE	\$
F	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC	1 -1				PRODUCTS - COMP/OP AGG	\$
	POLICY JECT LOC						\$
	OTHER: AUTOMOBILE LIABILITY	-			1	COMBINED SINGLE LIMIT (Ea accident)	\$
9		1 1			/-	BODILY INJURY (Per person)	\$
-	ANY AUTO OWNED SCHEDULED					BODILY INJURY (Per accident)	\$
	AUTOS ONLY AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	\$
1	AUTOS ONLY AUTOS ONLY						\$
	UMBRELLA LIAB OCCUR	+				EACH OCCURRENCE	5
1	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MA	se!				AGGREGATE	\$
1	CLAIMS-IMA	)E					5
-	DED RETENTION \$ WORKERS COMPENSATION	1=1				PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY Y	N				E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYE	<b>S</b>
d	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
			C-4MMA-207984-CYBER-2022	03/01/2022	03/01/2023		\$2,000,0
A	CYBER LIABILITY		C-4WWA-201304-CTDEIX-2022	10 TO	WEALST TO IN		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) JAMES L. DAVIS IS A COVERED DOCTOR UNDER THE INSURANCE POLICY FOR CORRHEALTH, LLC.

CEPTIE	CATE	HOLDER
CLIVIII	IUAIL	HOLDER

CANCELLATION

JEFFERSON COUNTY CORRECTIONAL FACILITY 1149 PEARL STREET, 1ST FLOOR BEAUMONT, TX 77701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/<del>220</del>/YYYY) 04/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

r	TANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and one of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODU		NI (100 A) (100 A) (100 A)			CONTACT NAME:				
	er Greene(352931H) Eldorado Pkwy Ste 101				PHONE (A/C, NO, EXT): 972-569-9290				5
				E-MAIL ADDRESS: rgreene@farmersagent.com					
Mckii	Mckinney TX 75070-7507					INSURER(S	S) AFFORDING COV	ERAGE	NAIC#
INSUR	ED				INSURER A	: Truck Insurar	nce Exchange		21709
					INSURER E	: Farmers Insu	rance Exchange	е	21652
	RHEALTH				INSURER C	: Mid Century	Insurance Comp	oany	21687
6303	GOLIAD AVE				INSURER D	: Fire Insuranc	e Exchange		21660
DALI	_AS TX 7521	4			INSURER E	*			
DALI	AS 1X 7521	4			INSURER F				
COVER	RAGES	CERT	IFICATE N	UMBER:			REVISION	INUMBER:	
RECUI	TO CERTIFY THAT THE POLICIES OF INSURANCE I REMENT, TERM OR CONDITION OF ANY CONTRAC ES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE	CT OR OTH	IER DOCU	MENT WITH RESPECT TO	WHICH TH	S CERTIFICATE MAY	BE ISSUED OR MAY	PERTAIN, THE INSURANCE A	G ANY FFORDED BY THE
INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea Occurrence	\$
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
	POLICY PROJECT LOC							PRODUCTS - COMP/OP A	GG \$
	OTHER:								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO							BODILY INJURY (Per perso	n) \$
D	OWNED AUTOS SCHEDULED AUTOS	Y	Y	606660563		04/11/2022	04/11/2023	BODILY INJURY (Per accide	ent) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
	DED RETENTION \$							1	\$
	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY							PER STATUTE OTHE	5899 19
	ANY PROPRIETOR/PARTNER/ Y/N EXECUTIVE OFFICER/MEMBER	N/A						E.L. EACH ACCIDENT	\$
	EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOY	A. C.
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIM	NIT \$
DESCI	RIPTION OF OPERATIONS/LOCATIONS/VEHICLE	ES (ACORE	0 101, Add	litional Remarks Schedu	ule, may be	attached if more sp	ace is required)		
Ĺ					CANCELL	ATION			
١	JEFFERSON COUNTY C	ORREC	TIONAL	FACILITY		ANY OF THE ABOVE		IES BE CANCELLED BEFORE	
	5030 HIGHWAY 69 S								emer morisions.
	BEAUMONT TX 77705				AUTHORIZED REPRESENTATIVE ROGER D Greens				

# PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

## SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200 (REVISED JUNE 2022)

#### REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

## TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) Contractor must complete enclosed certification

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

#### Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their (RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

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representatives, and the contracting officer do not agree on the proposed classification and wage 236e (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding.

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

- Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of (RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility Page 20 of 64

all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd(forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees.

i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship

program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the ii. predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### 5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

#### 7. Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Breach.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 10. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 11. Certification of eligibility.

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

#### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*).
- (2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240I (d)) must also occur during the period of contract performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

#### (b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- (1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
- (2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.
- (d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention-

- (1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
- (2) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to Contractor and Protection of the Contractor Right to File
  - (1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal to which the invention pertains.
  - (2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may

- be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

### (f) Contractor Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

#### (g) Subcontracts

- (1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.
- (h) Reporting on Utilization of Subject Inventions
  - The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the

agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
- (2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows

Todd Murphy, Co-Founder and President CorrHealth, LLC 6303 Goliad Avenue Dallas, Texas 75214

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

#### **CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## DEBARMENT AND SUSPENSION Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

### **CLEAN AIR ACT**

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- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00.) Contractor must complete enclosed certification

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

### PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.
  - The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

#### ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making

- audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor (CorrHealth) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Todd Murphy, Co-Founder and President

Name and Title of Contractor's Authorized Official

November 5, 2022

Date:

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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The Contractor \_\_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

#### REQUIRED FORM

Proposer:

Date

Please complete this form and include with proposal submission.

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor	certifies or affirms by your signature that neither you nor seed for debarment, declared ineligible, or voluntarily excluded partment or agency.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

## **DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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The Contractor (CorrHealth) certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Todd Murphy, Co-Founder and President

Name and Title of Contractor's Authorized Official

November 5, 2022

Date:

**REQUIRED FORM** 

Proposer:

Please complete this form and include with proposal submission.

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## EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Todd Murphy, Co-Founder and President

Name and Title of Contractor's Authorized Official

November 5, 2022

Date:

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

## SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

#### 3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

Failure to return all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, November 30, 2022

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

#### Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

(RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

#### **COUNTY HOLIDAYS (2022)**

January 17, 2022 Martin Luther King, Jr. Day Monday February 21, 2022 President's Day Monday April 15, 2022 Good Friday Friday May 30, 2022 Memorial Day Monday July 4, 2022 Independence Day Monday September 5, 2022 Labor Day Monday November 11, 2022 Veteran's Day Friday

November 24 & 25, 2022ThanksgivingThursday & FridayDecember 23 & 26, 2022ChristmasFriday & Monday

January 2, 2023 New Year's Monday

#### Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

#### 3.2 PRE-PROPOSAL CONFERENCE

There will be a Mandatory Pre-Proposal Conference on Wednesday, November 2, 2022, at 10:00 AM CT, at Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, Texas 77705..

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

## 3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <a href="maileo:mreeves@co.jefferson.tx.us">mreeves@co.jefferson.tx.us</a> or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <a href="maileo:dclark@co.jefferson.tx.us">dclark@co.jefferson.tx.us</a>

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 17, 2022.

## 3.4 TENTATIVE SCHEDULE OF EVENTS

October 18, 2022 Issuance of Request for Proposal

November 2, 2022 Pre-Proposal Conference

November 30, 2022 Deadline Submission (late proposals will not be considered)

December 2, 2022 Proposals distributed to Evaluation Committee

December 9, 2022 Evaluation Committee Convenes to Tabulate Scoring and Determines Short List

December 14, 2022 If Applicable: Conduct Interview/Best and Final Offer/Short List

January 3, 2023 Recommendation for Award

#### Please note:

The above schedule of events is tentative in nature. Dates listed are subject to change.

## 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

## 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 49)
- G. Copy of RFP Specifications and any Addenda in their entirety.
   (Note: All forms should be completed, and any information requested should be inserted/included)

#### 4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

#### 4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

#### 4.6 PROPOSER IDENTIFYING INFORMATION

## Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

#### 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- A specific description of relevant experience and skills that person has in connection with the conduct
  of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

Failure by Proposer to include all listed items within these RFP specifications may result in the rejection of proposal by the County.

## PROJECT OBJECTIVE AND SCOPE OF SERVICES

#### Scope of Services

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

<u>Objective</u>: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

**Description of Jail:** Jefferson County Correctional Facility (JCCF) was opened in January 1992. The facility is a combination of minimum, medium and maximum security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum security units also have 12 isolation cells. The average daily population from April 2021 to March 2022 was 909. This facility has 25-30 inmates that participate in a work release program. These inmates leave the facility to work in the community.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

<u>Current Contractor</u>: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with CorrHealth, LLC, a private health care contract provider. The current contract was entered into on April 10, 2018. The initial term was to end April 8, 2020. The agreement was renewed for 2 years, with an additional month to month contract amendment March 15, 2022.

## Supplies and Office Equipment:

- Supplies and medications on hand at the contract starting date will be available for use by the contract provider.
- 2. The County has the following equipment on-site.
  - EKG (1)
  - Pulse Oximeter (8)
  - WA Vital Signs Monitor (3)
  - Thermascan Thermometers (2)
  - Oral Thermometers (2)
  - Dental Autoclave (1)
  - Dental X-Ray Processor (1)
  - Dental X-Ray Machine (1)
  - Dental Chair (1)
  - AED/Defib (2)
  - Medication Cart (2)
  - Stretcher (1)
  - Hospital Beds (2)
  - Exam Tables (3)
  - Wheelchairs (4)
  - Walkers (4)
  - Crutches (3)
  - Nebulizer (2)

- Emergency Bags (2)
- Disaster Box (1)
- O2 Concentrator (2)
- Medication Refrigerator (1)
- Centerfuge (1)
- Lab Refrigerator (1)
- Lab Cart (1)
- IV Pole (1)
- Pill Crusher (2)
- Scales (4)
- Medication Shelves (5)
- Otoscope (2)
- Opthalmoscope (1)
- Vaccine Freezer (1)
- Small Med/Diabetic Carts (2)
- Evacuation Medication Bins (3)
- Ultrasonic Dental Cleaner (1)
- 3. In addition to supplies and equipment on-site on the date of the contract, the County will provide all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.
- 4. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used) in accordance with NCCHC Guidelines.
- 5. The Contractor will supply at its expense on-site office equipment it needs such as copiers, fax machines, calculators, additional telephones, answering machines, ordinary computer equipment. This equipment is the property of the Contractor and must be maintained and repaired at the Contractor's expense.
- 6. The Contractor shall provide adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.
- 7. Equipment and Supplies Remain Property of the County: All equipment purchased by the County under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

8. Placing Purchased Item in Correct Category: In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".

<u>Records and Documentation</u> Remain the Property of the County: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County.

- 1. Contractor must provide Electronic Medical Records (EMR) that meets all NCCHC, ACA, Texas Jail Standards and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the County all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.
- 2. The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. Ensure that confidential, complete and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory and radiological services, medication administration records and medical specialty encounters. The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.
- 3. The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

<u>Services and Administration</u>: The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program, but is intended only as a general description of some of the program's contents.

- The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards. The Jefferson County Correctional Facility is currently NCCHC accredited.
- The Contractor shall coordinate, with a Jail Administrator, meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. The provision for monthly health service staff meetings to include medical, dental,

- and mental health, to ensure good communication within health services, and the documentation of such meetings.
- The Contractor shall prepare and participate in external reviews, inspections and audits as requested
  and shall participate in the preparation of responses to critiques. The Contractor shall develop and
  implement plans to address/correct identified deficiencies.
- 4. Statistical reports and incident reports shall be submitted to the Jail Administrator monthly. The Health Administrator and Jail Administrator will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Jail Administrator immediately.
- 5. The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.
- The Contractor shall 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.
- 7. The Contractor 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.
- 8. The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.
- 9. The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.
- 10. The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.
- 11. Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment, the Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations.
- 12. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies. The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.
- 13. The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.
  - a. Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors

- and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Jail Administrator when requested.
- The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.
- c. The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.
- d. All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued employment. Additionally, all personnel performing onsite services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- e. All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the County and JCCF.
- f. The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.
- g. The Contractor shall notify and consult with the Jail Administrator prior to discharging, removing, or failing to renew contracts of professional staff.
- h. The Contractor shall provide job descriptions for all areas of health staff employment and that staff are adequately oriented to their tasks
- i. The Contractor shall ensure that there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient and quality health services program. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions. The Contractor is also to indicate in its proposal, the levels, numbers and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.
- j. The Contractor ensures that infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.
- k. Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor 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. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All full-time contractual staff shall be on-site for at least 40 hours per week. In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis to the County. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.
- I. Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the County for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point

there are 3 or more vacant positions, the contractor will have a vacancy rate of  $12\%^{255}$  and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Jail Administrator. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.

- m. Contractor will maintain a record of employee absenteeism and position vacancy. The record will include position and number of hours missed or days position vacant. Record may be reviewed by County Staff and/or Jail Administrator at any time.
- n. The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.
- 14. In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1000 for three (3) consecutive months. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 800 for three (3) consecutive months; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1000 inmates or fall below 800 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.
- 15. Contractor will ensure adequate and appropriate medications are on hand or available in timely manner to insure the health of inmates is not compromised, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.
  - Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.
  - b. The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.
  - c. Contractor shall include a Medication Administration Record to include all information contained on the prescription label.
  - d. JCCF sells some non-prescription items through the Commissary.
- 16. That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. The total book-ins processed from April 2021 through March 2022 was 9,197. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to JCCF any inmate who displays signs of needing imminent health care and/or mental health care due to untreated injury, illness, communicable disease, and mental health issue until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, communicable disease, or mental health issue for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.
  - a. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

- 17. The Contractor shall ensure that there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14 day full health assessment must include the following:
  - a. Review of the receiving screening,
  - b. Complete history and physical examination,
  - c. Recording of vital signs, height, and weight,
  - d. Mental health evaluation,
  - e. Vision and hearing screening,
  - f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
  - g. Review of the results of the health appraisal by a physician, and
  - h. Initiation of therapy, when appropriate.
- 18. The Contractor must provide the following dental services on-site:
  - a. Prevention of dental disease and oral hygiene education,
  - Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
  - c. Referral to a dental specialist if needed, and
  - d. Provision for emergency care.
- 19. The Contractor ensures that inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.
- 20. The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.
  - a. Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.
- 21. Contractor shall provide inmates with an opportunity for self-education regarding their personal health and well-being, and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB and any other public health communicable disease (i.e. Covid, Influenza).
- 22. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.
- 23. The Contractor ensures that diagnostic, radiological, medical specialty, and emergency and inpatient hospital services and care are provided.
  - a. The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

- b. The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.
- 24. The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and ketones, vital signs, assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia. Prenatal care is currently provided by a local OGBYN for routine care. The following are the numbers of pregnant females in the past years.
  - a. 122 Inmates: April 2018 March 2019
  - b. 139 Inmates: April 2019 March 2020
  - c. 68 inmates: April 2020 March 2021
  - d. 51 inmates: April 2021 March 2022
- 25. The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician 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 results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.
- 26. Contractor will provide toxicology screening and basic health lab screenings (CMP, CBC, Thyroid and Lipid) on site.
- 27. On site Dialysis is preferred.
- 28. The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.
  - a. The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.
  - Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital,
- 29. Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.
- 30. JCCF has implemented a co-pay program for health services.
- 31. The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room. The following are the numbers of detoxification inmates in past years.
  - a. 669 Inmates: April 2018 March 2019
  - b. 1,027 Inmates: April 2019 March 2020
  - c. 877 inmates: April 2020 March 2021
  - d. 467 inmates: April 2021 March 2022
- 32. Contractor will perform pre-employment physicals for JCCF employees. The Contractor's physician will be responsible for obtaining a history and performing a physical for prospective employees of JCCF. The following are the number of physicals in past years.
  - a. 48 physicals: April 2018 March 2019
  - 80 physicals: April 2019 March 2020
  - c. 45 physicals: April 2020 March 2021
  - d. 66 physicals: April 2021 March 2022

- 33. TB testing will be provided for inmates and Annual TB testing will be provided for staff according the Texas Department of Health. Approximately 250 staff tests are done annually. Contractor will submit TB Plan to the Texas Department of Health annually.
- 34. Contractor will provide for mental health services which shall include as a minimum:
  - Screening for mental health problems on intake as provided in NCCHC, ACA, and TCJS standards.
  - Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
  - c. Crisis intervention and management of acute psychiatric episodes.
  - d. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
  - e. Facilitate an on-site approved Jail Competency Restoration Program.
  - f. Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment of the facility.
  - g. Obtaining and documenting informed consent.
  - h. Provide appropriate licensed mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.
  - i. The Contractor shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed with three (3) days of the referral request date.
  - j. The Contractor shall ensure that a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

Staffing Requirements The following are the minimum on site staffing required by the County.

#### **Day Shift**

Position	Full Time Equivalent	Hours Per Week
Medical Director	.30	12
Administrator (RN)	1.00	40
Director of Nursing (RN)	1.00	40
Nurse Practitioner/Physician Asst.	1.00	40
Dentist	.50	20
Dental Assistant	.50	20
Psychiatrist	.50	20
Mental Health Coordinator (LPC/LCSW)	1.00	40
Mental Health Case Manager (LCSW) Discharge /Admin.	1.00	40

Position	Full Time Equivalent	Hours Per Week
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Registered Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

#### **Evening Shift**

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	.60	24

#### **Night Shift**

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	.60	24

<u>Standards and Accreditation</u>: Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2018). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.

<u>Alternates (Options)</u>: The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates 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 proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.

#### Project Requirements

- Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.
- 2. The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.
- 3. Offeror Experience
  - a. The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.
  - b. The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.
  - c. The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts, position and a telephone number.
  - d. The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.
- 4. List all contracts lost or not renewed in the last five (5) years. Include a contact person and telephone number. Please provide a narrative describing reasons that contract(s) have not been renewed. Offeror must identify any contract(s) from which they have asked to be relieved or any contracts that have been canceled prematurely.
- 5. Provide a listing of fines uncured under contracts in other jurisdictions for non-performance of duties in whole or in part for the last five (5) years.
- Provide a list of all litigation the service provider has been or is currently involved in during the last five years. Include a narrative describing all cases including cases that were settled and the amounts of settlement.
- 7. The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.
- 8. Minimum Qualifications To be considered for award of this contract, the Respondent **must** meet the following minimum qualifications.

- a. The Offeror must be organized for the sole purpose of providing healthcare services, and have previous experience with proven effectiveness in administering correctional health care programs.
- b. The Offeror must have at least five (5) continuous years of corporate experience in providing healthcare services at medical facilities. Emphasis will be place on those referenced medical/correctional facilities in the State of Texas.
- c. The Offeror must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
- The Offeror must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, which it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation in the County.

#### Offeror Personnel and Organization

- 1. The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:
  - a. Full name (including full middle name);
  - b. An employment history;
  - c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
  - d. A specific indication of what role the individual will have in this project; and
  - e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).
- 2. The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval. (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County) Key positions to be included are:
  - a. Chief Executive and Chief Operating Officer
  - b. Executive Vice President
  - c. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator
  - d. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers
  - e. Site Medical Director (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County)
  - f. Utilization Manager/Case Manager/UM contractor assigned to the site
  - g. Site Health Service Administrator (H.S.A.)
- 3. Jefferson County is committed to using the selected Performance Review Personnel according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.
- 4. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested

- substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.
- 5. Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.
- 6. If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.
- 7. Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.
- 8. Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

#### **Term**

- The contract resulting from this RFP will have an initial term period of two (2) years. Jefferson County
  may request to renew the original contract as amended from time to time, at the same terms,
  conditions, and pricing. Each renewal, if any, will be in one (1) year increments for three (3) additional
  years past the initial term. At the expiration of the initial term the parties may, at their independent
  discretion, agree to extend the contract for additional one (1) year terms.
- 2. This contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate.
- 3. Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial two (2) year term shall remain firm/fixed. Written requests for price revisions after the second year shall be submitted in advance to the Jefferson County Sheriff's Office and Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.
- 4. An explanation of any and all costs the Offeror intends to pass-through to the County as part of their operational budget is required in the Offeror response. As this will be a cost plus management fee contract, all costs incurred by the County are to be transparent. Be aware that failure to include all costs in your proposal could be reason for contract termination.

<u>Historical Data</u> – Data is based on the time period of April 2021 to March 2022. The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

Total number of males booked in	6,916
Total number of females booked in	2,281
Total number of inmates in jail over 14 days	2,499
Total physician sick calls	594
Total physician assistant sick calls	1,586
Total nurse practitioner sick calls	1,639
Total dental sick calls	1,055
Total LPC visits	13,550
Total nurse sick calls	6,717
Total intake screenings	10,085
Total TB screenings	3,480
Total laboratory specimens collected	2,395
Total X-Ray examinations	823
Total 14 day physicals	979
Total dialysis off site	175
Total accidental injuries	1
Total fights	264
Total emergency room visits	134
Total hospital admissions	23
Total ambulance transports	61
Total OB/GYN visits	48
Total oral surgeries	2
Total podiatry visits	6
Total ophthalmology visits	6
Total cardiologists visits	1
Total Orthopedic visits	98
Total infectious disease	52
Total inmates with HIV	30 (Four year average is 70 inmates per year)
Total general surgery/trauma clinic	62
Total oncology	2

#### 6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

#### 6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

#### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

- 1. Medical Care
- 2. Mental Health Care
- 3. Dental Care
- 4. Other Health Care Services

#### 6.4 LAWS AND REGULATIONS

The Inmate Healthcare Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

#### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

THE PROPOSAL EVALUATION AND SELECTION PROCESS IS DETAILED IN THIS SECTION, AS ARE OTHER FACTORS, AND THE FORMAT IN WHICH THE COST RESPONSE OF EACH PROPOSAL MUST BE SUBMITTED.

#### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 49 of these specifications** in its submission of a cost proposal in response to this RFP. The Proposer must also include a pricing breakdown of personnel, pharmaceutical services, off-site services, laboratory services, ancillary services, supplies, etc. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 49 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

#### 7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

#### 7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 7.5 PROPOSAL EVALUATION CRITERIA:

#### a. RESPONSIVENESS – 15%

This refers to the Offeror's complete responsiveness to all written specifications and requirements contained in this RFP.

#### b. IMPLEMENTATION PLAN - 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

#### c. OFFEROR QUALIFICATIONS – 25%

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

#### d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

#### e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

# **COST PROPOSAL FORM**

Price and Verification of Pro	posal
-------------------------------	-------

The (n	ame of (	Offeror)	agrees to furnion County Correctional Facility in a	
with it	s Reques	t for Proposal (RFP) dated October 18, 2022, and add	denda (if any) issued prior to the	date of this
oropos	al and i	identified as Addenda Number(s)	, and all accompanying	forms and
attach	ments, fo	or the sums stated hereafter.		
		roposal: For the Two Year Period Beginning Februa and numbers below):	ry 1, 2023 and Ending January 31	L, 2025. (In
	Year 1	Base Proposal	(\$	)
	Year 2	Base Proposal	(\$	)
	7.1.1	The above price is based on an average daily point inmates during a billing period. If the ADP increase inmates, the price will remain the same. This will be the ADP increases by greater than one hundred-fift price will be increased for that billing period at the of the basic adjusted price. If the ADP decreases three (3) consecutive months, the price will be despending to per inmate in excess of the basic adjusted.	ses or decreases by one hundred be referred to as the basic adjust y (150) for three (3) consecutive r e rate of \$ per inmat by greater than one hundred-fif creased for that billing period at	d-fifty (150) ed price. If months, the te in excess ty (150) for
	7.1.2	7.1.2 The above price includes the aggregate cap of \$500,000 divided by 12 months (\$41,667.00 per month). In the event that the cap is not met, the unspent money will be credited back to the County.		
	7.1.3	By submission of this proposal, the offeror certifies	s that:	
		<ul> <li>Prices have been arrived at independently, the purpose of restricting competition.</li> </ul>		
		<ul> <li>No attempt has been made, or will be made, a proposal for the purpose of restricting com</li> </ul>	petition.	
		<ul> <li>The person signing this proposal certifies company and is legally responsible for the documentation or other statements made in</li> </ul>	decisions with respect to price,	supporting
7.2	Altern	ates:		
	The fo	ollowing alternates are offered as part of this propos	al:	
	701	NONE:		
	7.2.1	INCHAIR.		



# 7. COST PROPOSAL FORM

#### **Price and Verification of Proposal**

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to furnish medical and other health services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance with its Request for Proposal (RFP) dated October 18<sup>th</sup>, 2022, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) attachments, for the sums stated hereafter.

7.1 Base Proposal: For the Two-Year Period Beginning February 1, 2023 and Ending January 31, 2025. (In words and numbers below):

## Option 1

# Option 2

CorrHealth will add a flat consumer price index (CPI) charge of 5%, or the current CPI rate to the first year's negotiated contract rate, whichever is greater. These increases are necessary increases in service-based industries, and will be paid toward enhanced compensation rates, increases in high-risk liability policies (which CorrHealth provides six high-risk liability policies for Jefferson County), increases in the cost of pharmaceuticals, office and medical supplies, and other inflationary cost factors.)

7.1.1 The above price is based on an average daily population (ADP) of eight hundred fifty (850) inmates during a billing period. If the ADP increases or decreases by one hundred-fifty (150) inmates, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be increased for that billing period at the rate of \$1.85\_per inmate in excess of the basic adjusted price. If the ADP decreases by greater than one hundred-fifty (150) for three



(3) consecutive months, the price will be decreased for that billing period at the rate of \$1.85 per inmate in excess of the basic adjusted price.

CorrHealth understands, agrees, and will comply with this requirement.

7.1.2 The above price includes the aggregate cap of \$500,000 divided by 12 months (\$41,667.00 per month). In the event that the cap is not met, the unspent money will be credited back to the County.

CorrHealth understands, agrees, and will comply with this requirement.

- 7.1.3 By submission of this proposal, the offeror certifies that:
  - a. Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.
  - b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
  - c. The person signing this proposal certifies that they are authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.

CorrHealth understands, agrees, and will comply with this requirement.

7 7	Alternates:
/ /	Allellates

The following alternates are offered as part of this proposal:

7.2.1	NONE. WAY	
7.2.2	Alternates That Will Not Affect the Price:	
2 <del>222</del>		
-		

7.2.3 Alternates That Will Affect the Price:

NONE: N/A

CorrHealth understands, agrees, and will comply with this requirement. CorrHealth believes in stability and consistency in our Agreements and our partnerships, and we are committed to do all that we can to prevent pricing increases outside the terms of our Agreements, and our partnership since April 2018 fully supports that notion. However, as witnessed with the advent of the COVID pandemic and its resulting impact, which was unforeseen do occur, and these events may force a pricing change. Below are events which <u>could</u> force CorrHealth to approach Jefferson County with a pricing change.

1. CorrHealth is proposing a 2<sup>nd</sup> coverage, staffing, and pricing option as an alternate to the 1<sup>st</sup> option, which the County provided on pages 40 and 41 of the RFP and required in the County's RFP. The pricing for the 2<sup>nd</sup> option is different from the 1<sup>st</sup> option and includes enhances coverage ratios which are more appropriate for Jefferson County's chronic medical and mental health population, state, national/industry, federal, community standards, as well as evolving expectations.



2. CorrHealth understands Jefferson County prefers on-site dialysis treatments to be performed on-site at the Jefferson County Correctional Facility, and CorrHealth is fully committed to doing everything possible to bring on-site dialysis services, along with any ancillary and specialty services on-site at the Jefferson County Correctional Facility.

Understanding the County's desire in maximizing on-site programs and services, CorrHealth has closely and diligently researched opportunities to contract with a reliable and trusted dialysis provider which serves the Jefferson County area since April 2018, but due of the COVID pandemic, the labor crisis, the highly competitive healthcare market in the Houston area and the fact that our mobile dialysis utilization will be a low frequency and inconsistent event, which will equate to the dialysis provider not earning a consistent and stable business through services for Jefferson County, we have yet to locate and establish a partnership with a mobile dialysis provider.

Knowing that pricing and costs are a primary factor for Jefferson County and with CorrHealth being a responsible steward to the tax dollar, we have negotiated a rate of \$600 per visit at a local provider's office, which is a tremendous value for Jefferson County specific to dialysis services, and we don't foresee a mobile dialysis provider coming close to meeting this tremendous rate. Given the complexities of procuring this specialty service at this time, CorrHealth is proposing to maintain dialysis services at the local provider's office and charge any, and all dialysis costs to the \$500,000 off-site aggregate cap until the healthcare and labor market stabilizes and we can procure a partnership with a trusted and reliable mobile dialysis provider who can consistently serve our infrequent dialysis needs within the Jefferson County Correctional Facility. Once we do procure an arrangement and agreement with a mobile dialysis provider, CorrHealth will pass these costs on to Jefferson County and do so at no additional margin.

- 3. CorrHealth is proposing an innovative Jail Based Competency Restoration Program (JBCR) for Jefferson County and in the Jefferson County Correctional Facility in effort to establish competency in inmates suffering with severe mental illness, allowing the inmates to be transferred to prison or the state's Forensic State Hospital and assist Jefferson County in reducing the duration for treatment and ultimately reduce jail days in the Jefferson County Correctional Facility.
- 4. CorrHealth understands it is likely that Jefferson County will request a meeting to negotiate the details and the terms with this new Agreement, and CorrHealth's pricing may change based on the negotiations with Jefferson County.
- 5. The COVID-19 pandemic has negatively impacted the world in a variety of manners, conversely, it has also negatively impacted the availability of pharmaceuticals, supplies, medical equipment, high-risk insurance policies and specialized and professional labor on a substantial scale. Should the COVID pandemic exacerbate, should inflation elevate significantly over an extended period of time, should new national or state legislation be passed and, or should an event occur which negatively affects the ability to procure and deliver quality comprehensive inmate healthcare programs and services in the Jefferson County Correctional Facility, CorrHealth may be forced to approach Jefferson County with a pricing change to Jefferson County.

Offeror should number and list above any alternates it wishes to offer **and** has identified in detail in the body of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump sum price (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (and amount) for that period, or if it will not be affected by the alternate).



CorrHealth understands, agrees, and will comply with this requirement.

To extend the term of the contract for three (3) additional one (1) year periods, beginning January 31, 2025.

CorrHealth understands, agrees, and will comply with this requirement.

In the event it is awarded the contract pursuant to its proposal dated November 30th, 2022, in response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one- year periods, the base proposal price as stated in "A" above shall be (increased) (decreased) the following percentage (in words and numbers below):

Offeror: (Company Name)

CorrHealth, LLC

Authorized Signature (Typed)

(Signed)

Company Address:

6303 Goliad Avenue Dallas, Texas 75214

Phone Number (214) 563-8224 Fax Number (505) 212-0910

Corporation (); State of Incorporation

Federal Employer Identification Number:

Texas

Partnership (); Other

82-1288341

Contact Person: Todd Murphy

Phone Number: (214) 563-822

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

- The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
- Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity
  as independent consultant to the County.
- Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
- The Information may not be copied or reproduced without the County's written consent.
- All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
- 6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
- This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
- 8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

By:

[Printed Name of Consultant]

CorrHealth, PLLC

REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

Title: Todd Murphy, Co-Founder, President

Date: November 5th, 2022

## NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

- The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
- Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity
  as independent consultant to the County.
- Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract
  in the same manner that it protects the confidentiality of its own proprietary products of like kind.
- 4. The Information may not be copied or reproduced without the County's written consent.
- All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
- 6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
- This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
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[Printed Name of Consultant]	
REQUIRED FORM  Proposer: Please complete this form and include with Proposal Submission.	By: Title: Date:

# RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Pleas PLEASE PRINT.	e provide legible, accurate, and complete	contact information.
RFP Number & Name: (RFP 22-039/MR) Inm	ate Healthcare Services for Jefferson Cour	nty Correctional Facility
Proposer's Company/Business Name:		
Proposer's TAX ID Number:		
If Applicable: HUB Vendor No		
Contact Person:	Title:	
Phone Number (with area code):		
Alternate Phone Number if available (with ar	ea code):	
Fax Number (with area code):		
Email Address:		
Mailing Address (Please provide a physical ad		
Address		
City, State, Zip Code		

**REQUIRED FORM** 

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

#### RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFP Number & Name: (RFP 22-039/MR) Inmate Healthcare Services for Jefferson County Correctional Facility

Proposer's Company/Business Name: CorrHealth, LLC

Proposer's TAX ID Number: 82-1288341

If Applicable: HUB Vendor No. N/A DBE Vendor No. N/A

Contact Person: Todd Murphy Title: Co-Founder, President

Phone Number (with area code): (214) 563-8224

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): (505) 212-0910

Email Address: todd.murphy@mycorrhealth.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

6303 Goliad Avenue

Address

Dallas, TX 75214

City, State, Zip Code

REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

#### REFERENCE ONE

Government/Company Name: Jefferson County, Texas

Address: 5030 Highway 69 South, Beaumont, Texas 77705

Contact Person and Title: John Shauberger, Chief Deputy

Phone: (409) 673-2056

Fax:

Email Address: jshauberger@co.jefferson.tx.us

Contract Period: April 10th, 2018-Present

Scope of Work: Comprehensive Inmate Medical,

Behavioral and Ancillary Health Care Programs and Services

#### REFERENCE TWO

Government/Company Name: Larimer County, Colorado

Address: 2405 Midpoint Drive, Fort Collins, Colorado 80525

Contact Person and Title: Staci Shaffer, Lieutenant

Phone: (970) 498-5213

Fax:

Fax:

Email Address: shaffesl@co.larimer.co.us

Contract Period: Sept. 1st, 2022- Present

Scope of Work: Comprehensive Inmate Medical, Behavioral and Ancillary

# **Health Care Programs and Services**

#### REFERENCE THREE

Government/Company Name: Wichita County, Texas

Address: 2815 Central Freeway East Wichita Falls, Texas 76302

Contact Person and Title: Lisa Patterson, Captain

Phone: (940) 782-6013

Email Address: lisa.johnson@co.wichita.tx.us Contract Period: March 1st, 2022-Present

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

No 

No

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

CorrHealth, LLC	600 ( )
RFP Respondent (Entity Name)	Signature
6303 Goliad Avenue	Todd Murphy, Co-Founder and President
Street & Mailing Address	Name and Title of Contractor's Authorized Official
Dallas, TX 75214	November 5 <sup>th</sup> , 2022
City, State & Zip	Date
(214) 563-8224	(505) 212-0910
Telephone Number	Fax Number

todd.murphy@mycorrhealth.com

E-mail Address

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Todd Murphy, Co-Founder and President

November 5th, 2022

#### REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official (Please Print)	
Date	

#### REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter
  the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and
  loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance N/A	Status of Federal Action: a. bid/offer/application b. initial award c. post-award  N/A		Report Type: a. initial filing b. material change  N/A	
Name and Address of Reporting Entity:PrimeSub-awardee, if Known:  N/A		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:  N/A		
Congressional District, if kno	known: Congress		ional District, if known: N/A	
Federal Department/Agency:		7. Federal Program Name/Description:  CFDA Number, if applicable: N/A		
Federal Action Number, if known:		9. Award Amount, if known:  \$None		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):  N/A		address if differ	Performing Services (including ent from No. 10a) rst name, MI):  N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: Todd Murphy  Title: Co-Founder & President  Telephone No: (214) 563-8224 Date: Nov 5, '22		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

#### **REQUIRED FORM**

Proposer: Please complete this form and include with Proposal Submission.

# Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application b. initial award c. post-award		Report Type:  a. initial filing  b. material change
Name and Address of Reporting E Prime Sub-award Tier, if	ee	If Reporting En Name and Addr	tity in No. 4 is Sub-awardee, Enter ess of Prime:
Congressional District, if kno	own:	Congress	ional District, if known:
Federal Department/Agency:		CFDA Number,	gram Name/Description:  if applicable:
Federal Action Number, if known:		9. Award Amount, if known:	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		relephone Non	
Federal Use Only			norized for Local Reproduction andard Form - LLL (Rev. 7-97)

## **REQUIRED FORM**

Proposer: Please complete this form and include with Proposal Submission.

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
        - the local governmental entity is considering entering
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176,003(a)(2)(A):
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.
  (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals
      or bids, correspondence, or another writing related to a potential contract with the local
      governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE or vendor doing business with local governmental entity	FORM CIQ
is questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
nis questionnaire is being filed in accordance with Chapter 176. Local Government Code, y a vendor who has a business relationship as defined by Section 176.001(1-a) with a local overnmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
y law this questionnaire must be filed with the records administrator of the local governmental ntity not later than the 7th business day after the date the vendor becomes aware of facts at require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176 006. Local tovernment Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	1
(The law requires that you file an updated completed questionnaire with the aplater than the 7th business day after the date on which you became aware that the or incomplete or inaccurate.)  Name of local government officer about whom the information in this section is being dis-	gritary med quaeria mana
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Gove	ment 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. from the vendor?	
pages to this Form CIQ as necessary  A list he local government officer named in this section receiving or likely to receive taxable	
pages to this Form CIQ as necessary  A is the local government officer named in this section receiving or likely to receive taxable income. From the vendor?	income, other than investment
pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No	income, other than investment
pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B is the vendor receiving or likely to receive taxable income, other than investment income, frigovernment officer named in this section AND the taxable income is not received from the	om or at the direction of the local governmental entity?
pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B is the vendor receiving or likely to receive taxable income, other than investment income, frigovernment officer named in this section AND the taxable income is not received from the Yes No	om or at the direction of the local governmental entity?
pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B is the vendor receiving or likely to receive taxable income, other than investment income, frigovernment officer named in this section AND the taxable income is not received from the Yes No  C is the filer of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one process.	om or at the direction of the local local governmental entity?  with respect to which the local ercent or more?
pages to this Form CIQ as necessary  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B is the vendor receiving or likely to receive taxable income, other than investment income, frigovernment officer named in this section AND the taxable income is not received from the Yes No  C is the filer of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one page.	om or at the direction of the local local governmental entity?  with respect to which the local ercent or more?

Adopted 8/7/2015

# REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS	
This guartiannels settens			
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY	
		Date Received	
Name of Local Government	nent Officer		
Office Held			
Name of vendor describ	ped by Sections 176.001(7) and 176.003(a), Local Government (	Code	
Description of the natur	e and extent of employment or other business relationship wit	h vendor named in item 3	
as a state in an earlier	e local government officer and any family member, if aggrega em 3 exceeds \$100 during the 12-month period described by \$	Section 176,003(a)(2)(B).	
	Description of Gift		
Date Gift Accepted	Description of Gift  Description of Gift		
	Description of Gift  Description of Gift		
Date Gift Accepted	Description of Gift		
	Description of Gift	rue and correct. I acknowledge d by Section 176.001(2), Local cknowledge that this statement	
Date Gift Accepted	Description of Gift  Description of Gift  (attach additional forms as necessary)  I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as define Government Code) of this local government officer. I also a	true and correct. I acknowledge d by Section 176.001(2), Local cknowledge that this statement 2)(B), Local Government Code.	
Date Gift Accepted	Description of Gift  (attach additional forms as necessary)  I swear under penalty of perjuny that the above statement is that the disclosure applies to each family member (as define Government Code) of this local government officer. I also a covers the 12-month period described by Section 176.003(a)(3)	true and correct. I acknowledge d by Section 176.001(2), Local cknowledge that this statement 2)(B), Local Government Code.	
Date Gift Accepted	Description of Gift  Description of Gift  (attach additional forms as necessary)  I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as define Government Code) of this local government officer. I also a covers the 12-month period described by Section 176.003(a)(constitution of Local Government Code).  Signature of Local Government Code	rue and correct. I acknowledge d by Section 176.001(2), Local cknowledge that this statement 2)(B), Local Government Code.	
AFFIX NOTARY STAMP ( Sworn to and subscribed before	Description of Gift  Description of Gift  (attach additional forms as necessary)  I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as define Government Code) of this local government officer. I also a covers the 12-month period described by Section 176.003(a)(constitution of Local Government Code).  Signature of Local Government Code	rue and correct. I acknowledge d by Section 176.001(2), Local cknowledge that this statement 2)(B), Local Government Code.	

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT	FORM CIS
This questionnaire reflects changes made to the law by H.S. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	State Received
1 Name of Local Government Officer	
N/A	
2 Office Held	
N/A	
Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government	t Code
CorrHealth	
Description of the nature and extent of employment or other business relationship v	rith vendor named in item 3
Contract with Jefferson County for Inmate Health Services  5 List gifts accepted by the local government officer and any family member, if aggre	gate value of the gifts accepted
from vendor named in item 3 exceeds \$100 during the 12-month period described b	y Section 176.003(a)(2)(B).
Date Gift Accepted N/A Description of Gift N/A	
Date Gift Accepted Description of Gift	
Date Gift Accepted Description of Gift	
(attach additional forms as necessary)	
6 AFFIDAVIT I swear under penalty of perjury that the above statement of the disclosure applies to each family member (as disclosure applies to each family member (as disclosure)	t is true and correct 1 admosfedge
KENNETH DVAN VANDERED THE CONE of this local government officer. I a	so acknowledge that this explement
Notary Public, State of Texas 12 month period described by Section 176	muffer
Notary ID 125426065	
Segnature of Loc	al Government Officer
ALEIX NOTARY STAMP ( SEAL ABOVE	29
swom to and subscribed before me by the sals. Todd Murphy of November, 20 22, to certify which, witness my hand and seal of office.	this the A / (tay)
Kenthypn Coulin Kenneth Ryan Vandeves signature of officer administering out	Notary Public Tem of officer administering costs

Adopted 8:7:2015

THIS FORM IS FOR OFFICE USE ONLY

## **Determination Checklist**

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant and returned with the Prime Contractor/Consultant's bid. This list contains the minimum efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

participation of the planned work to be subcontracted?

# Yes ✓ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? Yes ✓ No 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective

Yes ✓ No 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

Yes • No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ✓ No 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes Vo 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

# **Todd Murphy**

Printed Name of Authorized Representative

Co-Founder & President

Title

REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

Signature

November 5th, 2022

Date

## Determination Checklist This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the minimum efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

		Did the Prime Contractor/Cons	ultant	
Yes	☐ No	To the extent practical, and divide the contract work in HUB Subcontractor participation.	consistent with standard and prudent industry standards, to the smallest feasible portions, to allow for maximum ation?	
☐ Yes	☐ No	Notify in writing a reasonal participation of the planned	ole number of HUBs, allowing sufficient time for effective work to be subcontracted?	
Yes	No	information regarding the p	nuinely interested in bidding on a subcontractor, adequate project (i.e., plans, specifications, scope of work, bonding ents, and a point of contract within the Prime ganization)?	
Yes	☐ No	<ol> <li>Negotiate in good faith wi qualify as lowest and respo</li> </ol>	th interested HUBs, and not reject bids from HUBs that nsive bidders?	
Yes	☐ No	5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?		
Yes	Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, please ex reasons why.			
	lf "No" was	s selected, please explain and incl f necessary, please use a separate	ude any pertinent documentation with your bid. e sheet to answer the above questions.	
Printe	d Name of	Authorized Representative	Signature	
-		Title	Date	
Propo		VI e complete this form h Proposal Submission.		

## Historically Underutilized Business (HUB)

Bidder intends to utilize subcontrac	s myormation must b	e submitted wit	h your bid.	
Yes No	tors/sub-consultan:	ts in the fulfillr	nent of this con	tract (if awarded).
nstructions for Prime Contractor/Co pelow may be submitted after contra one form for each HUB Subcontracto contract.	act award, but prior	to beginning p	erformance on t	he contract Please submi
Contractor Name:				HUB: p Yes p No
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code):	
Project Title & No.:				
Prime Contract Amount: \$				
Address: Street	City	State	Zip	
Address: Street Phone (with area code):	City		Zip area code):	
Street		Fax (with	area code):	ract: %
Street Phone (with area code):		Fax (with	area code):	
Street  Phone (with area code):  Proposed Subcontract Amount: \$		Fax (with	area code):	
Street  Phone (with area code):  Proposed Subcontract Amount: \$		Fax (with	area code):	
Street  Phone (with area code):  Proposed Subcontract Amount: \$	formed:	Fax (with	area code):	
Street  Phone (with area code):  Proposed Subcontract Amount: \$  Description of Subcontract Work to be Perf	formed:Signal	Fax (with	area code):	
Street  Phone (with area code):  Proposed Subcontract Amount: \$  Description of Subcontract Work to be Perf  Printed Name of Contractor Representative	formed: Signat	Fax (with Percent ture of Representative	area code):	Date Date

**REQUIRED FORM** 

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

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

- (3) "Non-resident RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that Government (city and stat	Code §2252.001 and our princ	[company name] is a Non-Resident Respondent as defined cipal place of business is	
Taxpayer Identificat	tion Number (T.I.N.):	82-1288342	
Company Name sub	omitting bid/proposal/response:	CorrHealth, LLC	
Mailing address:	6303 Goliad Avenue, Dallas, Texas 75214		
	e ve e le e avay v comme	, Dallas, Texas 75214 s of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**	
N/A	CorrHealth does not own any property, nor do we pay any property taxes in Jefferson County.	

- This is the property amount identification number assigned by the Jefferson County Appraisal District.
- \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

#### REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

- I, **Todd Murphy**, the undersigned representative of (company or business name) **CorrHealth, LLC** (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:
- 1. Does not boycott Israel currently; and

Signature of Company Representative

2. Will not boycott Israel during the term of the contract.

#### Pursuant to Section 2270.002, Texas Government Code:

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

On this 29 day of November, 2022, personally appeared

Todd Murphy
, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Public, State of Texas Comm. Expires 06-30-7026 ary Signature
Notary ID 125426005

REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

#### **SENATE BILL 252 Certification**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

CorrHealth, LLC
Company Name
RFP# 22-039/MR Specific to "Inmate Health Care Services for the Jefferson County Correctional Facility"
IFB/RFP/RFQ number
Certification check performed by:  Purchasing Representative
Date 2022

#### RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

-					1
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					•

NAME OF BUSINESS

BY:

SIGNATURE

Todd Murphy, Co-Founder and President

NAME & TITLE, TYPED OR PRINTED

6303 Goliad Avenue

MAILING ADDRESS

Dallas, TX 75214

CITY, STATE, ZIP CODE

(214) 563-8224

TELEPHONE NUMBER

REQUIRED FORM

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

Sworn to and subscribed before me

this 39 day of November , 2022

KENNETH RYAN VANDEVER
Notary Public, State of Texas
Comm. Expires 06-30-2026
Notary ID 125426065

**Notary Public** 

State of: Texas

My Commission Expires: 6/30/26

#### PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

#### THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the
- An acknowledgment and/or response to each section of the proposal.
- ✓ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ✓ Identification of three (3) entities for which the Proposer is providing or has provided Inmate Healthcare Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ✓ Completed and Signed FORM 1295.
- ✓ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- ✓ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and five (5) Response Copies; with <u>all copies to include a Completed Copy of this specifications</u>
  packet, in its entirety.

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Failure to return all required documentation will result in a response being declared as non-responsive.

Please read the "Proposal Submittal Checklist" included in this package.

CorrHealth	(214) 563-8224
Company	Telephone Number
6303 Goliad Ave, Dallas, TX 75214	(505) 212-0910
Address	Fax Number
Todd Murphy	Co-Founder and President
Authorized Representative (Please print)	Title
feel ( Soper	November 5, 2022
Authorized Signature	Date



#### JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

**OFFICE MAIN: (409) 835-8593** 

FAX: (409)835-8456

1149 Pearl Street 1st Floor, Beaumont, TX 77701

# LEGAL NOTICE Advertisement for Request for Proposal

October 18, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-039/MR), Inmate Health Care Services for Jefferson County Correctional Facility. Specifications for this project may be obtained from the Jefferson County website, <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Mandatory Pre-Proposal Conference on Wednesday, November 2, 2022, at 10:00 am CT at the Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, Texas 77705.

PROPOSAL NAME: Inmate Health Care Services for Jefferson County Correctional Facility

PROPOSAL NUMBER: RFP 22-039/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, November 30, 2022

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or <a href="mailto:mreeves@co.jefferson.tx.us">mreeves@co.jefferson.tx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or <a href="mailto:dclark@co.jefferson.tx.us">dclark@co.jefferson.tx.us</a>.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

Debrah Clark

**PUBLISH:** 

Beaumont Enterprise & Port Arthur News: October 19<sup>th</sup> & 26<sup>th</sup>, 2022

Examiner October 27, 2022

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#### PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE	INCLUDED IN YOUR PROPOSAL SUBMISSION.
Cover sheet identifying the contract/project being prop the proposal, and the email address, telephone, and fac	osed, the name and address of the Proposer, the date of simile numbers of Proposer.
An acknowledgment and/or response to each section of	f the proposal.
Form of business (e.g., corporation, sole proprietorsl incorporation.	hip, partnership); if corporation the date and state of
Identification of three (3) entities for which the Propose of the type requested, including the name, position, and	er is providing or has provided Inmate Healthcare Services d telephone number of a contact person at each entity.
Completed and Signed FORM 1295.	
Copy of Certificate of Insurance (COI). The COI at a insurance coverage.	minimum should reflect your firm/company's general
Identification of all legal claims, demands, contracts tend the Proposer and/or its principal/officers for the last three actions or warnings taken or issued by any federal, state principals/officers with regard to the provision of the same of monies under the terms of any agreement(s) relating to s	(3) years, as well as identification of any administrative e, or local governmental agency to Proposer and/or its or similar service as covered by this RFP, or the payment
One (1) Original and five (5) Response Copies; with all opacket, in its entirety.	copies to include a Completed Copy of this specifications
Each Proposer shall ensure that required parts of the response requirements within this specifications packet, including any a	
Failure to return all required documentation will result in a	a response being declared as non-responsive.
Please read the "Proposal Submittal C	Checklist" included in this package.
Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

#### **SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Healthcare Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

#### 1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

#### 1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

#### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

#### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

#### 1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

#### 1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### 1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### 1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

#### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

#### 1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### 1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

#### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

#### 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <a href="https://www.sam.gov">https://www.sam.gov</a>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

#### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

#### FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

#### **INSTRUCTIONS:**

#### (1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>WITH RFP PROPOSAL SUBMISSION</u>.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

#### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

#### **FORM 1295 EXEMPTIONS:**

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

#### A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTER	RESTED PARTIES		FORM 1295
Complete Nos. 1 - 4 and 6 if there Complete Nos. 1, 2, 3, 5, and 6 if			CE USE ONLY
Name of business entity filing form, an entity's place of business.  ADD THE ABOVE-REQUESTED		usiness	JSFile
Name of governmental entity or state a which the form is being filed.  JEFFERSON COUNTY, TEXAS	agency that is a party to the contrac	t for	is,
Provide the identification number used and provide a description of the servic ADD IFB/RFQ/RFP/AGREEMENT			entify the contract, tract.
		Nature of Interes	t (check applicable)
Name of Interested Party	City, State, Country (place of business)  HERE. S NOT ED ON LL 20.	Controlling	Intermediary
DD NAME OF BUSINESS OWNER(S)	HERE.		
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I declare under penalty of perjury that the forego			100000
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Executed inCounty, Sta	ne or , on the da	y of, 20, 20	(year)
	Signature of authoriz	ed agent of contracting bus (Declarant)	iness entity
ADD	ADDITIONAL PAGES AS NEO	CESSARY	
rm provided by Texas Ethics Commission	CCAMICALOC SECURICAL		Denie - A Korgo no
Control of the contro	www.ethics.state.tx.us		Revised 12/22/20

## **PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

## **PROPOSER: INSERT SAM.GOV REGISTRATION BEHIND THIS PAGE.**

#### 1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### 1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

#### 1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

#### 1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

#### 1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

#### 1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

#### 1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly

the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

#### 1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### 1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

#### 1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

#### 1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

#### 1.26 INSPECTIONS

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

#### 1.27 TESTING

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

#### 1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

#### **1.29 TAXES**

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

#### 1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

#### 1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

#### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim—that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject—to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

#### 1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

#### 1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

#### 1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an Insurer licensed to conduct business in the State of Texas.

#### **Minimum Insurance Requirements:**

Public, Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

#### Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

#### 1.36 WORKERS' COMPENSATION INSURANCE

- 1.36.1 **Definitions:**
- 1.36.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.36.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 1.35 above.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
  - 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
  - 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  - 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
    - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
    - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
    - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
    - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
      - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
      - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
      - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs  $\underline{1.36.1.} \underline{1.36.7}$ , with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "<u>Jefferson County as an additional insured</u>" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

# SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200 (REVISED JUNE 2022)

#### **REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) <u>Contractor must complete enclosed certification</u>

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

#### 1. Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their (RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

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representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding.

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records.

- Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of (RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

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317 all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.q., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd(forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees.

i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship

program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### 5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

#### 7. Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Breach.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 10. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 11. Certification of eligibility.

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

#### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*).
- (2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240I (d)) must also occur during the period of contract performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

#### (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- (c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor
  - (1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
  - (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.
- (d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to Contractor and Protection of the Contractor Right to File
  - (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
  - (2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may

- be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) Contractor Action to Protect the Government's Interest
  - (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
    - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
    - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
  - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
  - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

#### (g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.
- (h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the

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agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

- (i) Preference for United States Industry
  - Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in Rights
  - The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:
  - (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
  - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
  - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
  - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k)Special Provisions for Contracts with Nonprofit Organizations
  - If the *contractor* is a nonprofit organization, it agrees that:
  - (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
  - (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
  - (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
  - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).
- (I) Communication

,	her party to the other shall be deemed to be duly given if set by mail, registered or certified, postage prepaid with return
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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

#### **CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### DEBARMENT AND SUSPENSION Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disgualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) Contractor must complete enclosed certification

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

## **PROCUREMENT OF RECOVERED MATERIALS**

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.
  - The list of EPA-designate items is available at <a href="http://www.epa.gov/cpg/products.htm">http://www.epa.gov/cpg/products.htm</a>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

## **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making

- audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

penalty of not less than \$10,000 and not more tha	11 \$100,000 for each such failure.
The Contractor	certifies or affirms the truthfulness and
accuracy of each statement of its certification ar	d disclosure, if any. In addition, the Contractor understands and
agrees that the provisions of 31 U.S.C. Chap. 38, A this certification and disclosure, if any.	dministrative Remedies for False Claims and Statements, apply to
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	

## **REQUIRED FORM**

Proposer:

Please complete this form and include with proposal submission.

## **DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor	certifies or affirms by your signature that neither you nor
your principal is presently debarred, suspended, pro	posed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any federal	department or agency.
	,
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

**REQUIRED FORM** 

**Proposer:** 

Please complete this form and include with proposal submission.

## 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

## SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions <u>supersede</u> General Requirements where applicable.

#### 3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions <u>NOT</u> be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

Failure to return all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, November 30, 2022

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

## **Courthouse Security:**

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

## **COUNTY HOLIDAYS (2022)**

January 17, 2022 Martin Luther King, Jr. Day Monday February 21, 2022 President's Day Monday April 15, 2022 Good Friday Friday May 30, 2022 Memorial Day Monday July 4, 2022 Independence Day Monday September 5, 2022 Labor Day Monday November 11, 2022 Veteran's Day Friday

November 24 & 25, 2022ThanksgivingThursday & FridayDecember 23 & 26, 2022ChristmasFriday & Monday

January 2, 2023 New Year's Monday

## **Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

## 3.2 PRE-PROPOSAL CONFERENCE

There will be a Mandatory Pre-Proposal Conference on Wednesday, November 2, 2022, at 10:00 AM CT, at Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, Texas 77705..

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

#### 3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: <a href="mailto:mreeves@co.jefferson.tx.us">mreeves@co.jefferson.tx.us</a> or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <a href="mailto:dclark@co.jefferson.tx.us">dclark@co.jefferson.tx.us</a>

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 17, 2022.

## 3.4 TENTATIVE SCHEDULE OF EVENTS

October 18, 2022 Issuance of Request for Proposal

November 2, 2022 Pre-Proposal Conference

November 30, 2022 Deadline Submission (late proposals will not be considered)

December 2, 2022 Proposals distributed to Evaluation Committee

December 9, 2022 Evaluation Committee Convenes to Tabulate Scoring and Determines Short List

December 14, 2022 If Applicable: Conduct Interview/Best and Final Offer/Short List

January 3, 2023 Recommendation for Award

## Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

## 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions **NOT** be bound by staples or glued spines.

#### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 49)
- G. Copy of RFP Specifications and any Addenda in their entirety.
   (Note: All forms should be completed, and any information requested should be inserted/included)

## 4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

## 4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

#### 4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

#### 4.6 PROPOSER IDENTIFYING INFORMATION

## Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

## 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

Failure by Proposer to include all listed items within these RFP specifications may result in the rejection of proposal by the County.

#### PROJECT OBJECTIVE AND SCOPE OF SERVICES

## Scope of Services

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

<u>Objective</u>: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

<u>Description of Jail</u>: Jefferson County Correctional Facility (JCCF) was opened in January 1992. The facility is a combination of minimum, medium and maximum security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum security units also have 12 isolation cells. The average daily population from April 2021 to March 2022 was 909. This facility has 25-30 inmates that participate in a work release program. These inmates leave the facility to work in the community.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

<u>Current Contractor</u>: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with CorrHealth, LLC, a private health care contract provider. The current contract was entered into on April 10, 2018. The initial term was to end April 8, 2020. The agreement was renewed for 2 years, with an additional month to month contract amendment March 15, 2022.

## **Supplies and Office Equipment:**

- 1. Supplies and medications on hand at the contract starting date will be available for use by the contract provider.
- 2. The County has the following equipment on-site.
  - EKG (1)
  - Pulse Oximeter (8)
  - WA Vital Signs Monitor (3)
  - Thermascan Thermometers (2)
  - Oral Thermometers (2)
  - Dental Autoclave (1)
  - Dental X-Ray Processor (1)
  - Dental X-Ray Machine (1)
  - Dental Chair (1)
  - AED/Defib (2)
  - Medication Cart (2)
  - Stretcher (1)
  - Hospital Beds (2)
  - Exam Tables (3)
  - Wheelchairs (4)
  - Walkers (4)
  - Crutches (3)
  - Nebulizer (2)

- Emergency Bags (2)
- Disaster Box (1)
- O2 Concentrator (2)
- Medication Refrigerator (1)
- Centerfuge (1)
- Lab Refrigerator (1)
- Lab Cart (1)
- IV Pole (1)
- Pill Crusher (2)
- Scales (4)
- Medication Shelves (5)
- Otoscope (2)
- Opthalmoscope (1)
- Vaccine Freezer (1)
- Small Med/Diabetic Carts (2)
- Evacuation Medication Bins (3)
- Ultrasonic Dental Cleaner (1)
- 3. In addition to supplies and equipment on-site on the date of the contract, the County will provide all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.
- 4. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used) in accordance with NCCHC Guidelines.
- 5. The Contractor will supply at its expense on-site office equipment it needs such as copiers, fax machines, calculators, additional telephones, answering machines, ordinary computer equipment. This equipment is the property of the Contractor and must be maintained and repaired at the Contractor's expense.
- 6. The Contractor shall provide adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.
- 7. Equipment and Supplies Remain Property of the County: All equipment purchased by the County under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

8. Placing Purchased Item in Correct Category: In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".

<u>Records and Documentation</u> Remain the Property of the County: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County.

- 1. Contractor must provide Electronic Medical Records (EMR) that meets all NCCHC, ACA, Texas Jail Standards and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the County all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.
- 2. The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. Ensure that confidential, complete and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory and radiological services, medication administration records and medical specialty encounters. The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.
- 3. The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

<u>Services and Administration</u>: The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program, but is intended only as a general description of some of the program's contents.

- The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards. The Jefferson County Correctional Facility is currently NCCHC accredited.
- The Contractor shall coordinate, with a Jail Administrator, meetings to discuss health care services.
   Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. The provision for monthly health service staff meetings to include medical, dental,

- and mental health, to ensure good communication within health services, and the documentation of such meetings.
- 3. The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.
- 4. Statistical reports and incident reports shall be submitted to the Jail Administrator monthly. The Health Administrator and Jail Administrator will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Jail Administrator immediately.
- 5. The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.
- 6. The Contractor shall 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.
- 7. The Contractor 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.
- 8. The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.
- 9. The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.
- 10. The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.
- 11. Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment, the Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations.
- 12. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies. The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.
- 13. The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.
  - a. Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors

- and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Jail Administrator when requested.
- b. The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.
- c. The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.
- d. All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued employment. Additionally, all personnel performing onsite services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- e. All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the County and JCCF.
- f. The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.
- g. The Contractor shall notify and consult with the Jail Administrator prior to discharging, removing, or failing to renew contracts of professional staff.
- h. The Contractor shall provide job descriptions for all areas of health staff employment and that staff are adequately oriented to their tasks
- i. The Contractor shall ensure that there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient and quality health services program. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions. The Contractor is also to indicate in its proposal, the levels, numbers and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.
- j. The Contractor ensures that infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.
- k. Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor 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. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All full-time contractual staff shall be on-site for at least 40 hours per week. In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis to the County. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.
- I. Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the County for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point

there are 3 or more vacant positions, the contractor will have a vacancy rate of 12% and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Jail Administrator. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.

- m. Contractor will maintain a record of employee absenteeism and position vacancy. The record will include position and number of hours missed or days position vacant. Record may be reviewed by County Staff and/or Jail Administrator at any time.
- n. The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.
- 14. In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1000 for three (3) consecutive months. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 800 for three (3) consecutive months; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1000 inmates or fall below 800 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.
- 15. Contractor will ensure adequate and appropriate medications are on hand or available in timely manner to insure the health of inmates is not compromised, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.
  - a. Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.
  - b. The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.
  - c. Contractor shall include a Medication Administration Record to include all information contained on the prescription label.
  - d. JCCF sells some non-prescription items through the Commissary.
- 16. That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. The total book-ins processed from April 2021 through March 2022 was 9,197. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to JCCF any inmate who displays signs of needing imminent health care and/or mental health care due to untreated injury, illness, communicable disease, and mental health issue until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, communicable disease, or mental health issue for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.
  - a. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

- 17. The Contractor shall ensure that there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14 day full health assessment must include the following:
  - a. Review of the receiving screening,
  - b. Complete history and physical examination,
  - c. Recording of vital signs, height, and weight,
  - d. Mental health evaluation,
  - e. Vision and hearing screening,
  - f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
  - g. Review of the results of the health appraisal by a physician, and
  - h. Initiation of therapy, when appropriate.
- 18. The Contractor must provide the following dental services on-site:
  - a. Prevention of dental disease and oral hygiene education,
  - b. Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
  - c. Referral to a dental specialist if needed, and
  - d. Provision for emergency care.
- 19. The Contractor ensures that inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.
- 20. The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.
  - a. Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.
- 21. Contractor shall provide inmates with an opportunity for self-education regarding their personal health and well-being, and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB and any other public health communicable disease (i.e. Covid, Influenza).
- 22. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.
- 23. The Contractor ensures that diagnostic, radiological, medical specialty, and emergency and inpatient hospital services and care are provided.
  - a. The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

- b. The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.
- 24. The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and ketones, vital signs, assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia. Prenatal care is currently provided by a local OGBYN for routine care. The following are the numbers of pregnant females in the past years.
  - a. 122 Inmates: April 2018 March 2019
  - b. 139 Inmates: April 2019 March 2020
  - c. 68 inmates: April 2020 March 2021
  - d. 51 inmates: April 2021 March 2022
- 25. The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician 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 results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.
- 26. Contractor will provide toxicology screening and basic health lab screenings (CMP, CBC, Thyroid and Lipid) on site.
- 27. On site Dialysis is preferred.
- 28. The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.
  - a. The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.
  - Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital,
- 29. Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.
- 30. JCCF has implemented a co-pay program for health services.
- 31. The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room. The following are the numbers of detoxification inmates in past years.
  - a. 669 Inmates: April 2018 March 2019
  - b. 1,027 Inmates: April 2019 March 2020
  - c. 877 inmates: April 2020 March 2021
  - d. 467 inmates: April 2021 March 2022
- 32. Contractor will perform pre-employment physicals for JCCF employees. The Contractor's physician will be responsible for obtaining a history and performing a physical for prospective employees of JCCF. The following are the number of physicals in past years.
  - a. 48 physicals: April 2018 March 2019
  - b. 80 physicals: April 2019 March 2020
  - c. 45 physicals: April 2020 March 2021
  - d. 66 physicals: April 2021 March 2022

- 33. TB testing will be provided for inmates and Annual TB testing will be provided for staff according the Texas Department of Health. Approximately 250 staff tests are done annually. Contractor will submit TB Plan to the Texas Department of Health annually.
- 34. Contractor will provide for mental health services which shall include as a minimum:
  - a. Screening for mental health problems on intake as provided in NCCHC, ACA, and TCJS standards.
  - b. Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
  - c. Crisis intervention and management of acute psychiatric episodes.
  - d. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
  - e. Facilitate an on-site approved Jail Competency Restoration Program.
  - f. Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment of the facility.
  - g. Obtaining and documenting informed consent.
  - h. Provide appropriate licensed mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.
  - i. The Contractor shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed with three (3) days of the referral request date.
  - j. The Contractor shall ensure that a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

**Staffing Requirements** The following are the minimum on site staffing required by the County.

**Day Shift** 

Position	Full Time Equivalent	Hours Per Week
Medical Director	.30	12
Administrator (RN)	1.00	40
Director of Nursing (RN)	1.00	40
Nurse Practitioner/Physician Asst.	1.00	40
Dentist	.50	20
Dental Assistant	.50	20
Psychiatrist	.50	20
Mental Health Coordinator (LPC/LCSW)	1.00	40
Mental Health Case Manager (LCSW) Discharge /Admin.	1.00	40

Position	Full Time Equivalent	Hours Per Week
Mental Health Provider	1.40	56
(LPC/LCSW) Intake		
Registered Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Emergency Medical Technician	1.40	56
Paramedic or Emergency Medical		
Technician 1		
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

## **Evening Shift**

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	.60	24

## **Night Shift**

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider	1.40	56
(LPC/LCSW) Intake		
Emergency Medical Technician	1.40	56
Paramedic or Emergency Medical		
Technician 1		
Emergency Medical Technician	.60	24
Paramedic or Emergency Medical		
Technician 1		

<u>Standards and Accreditation</u>: Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2018). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.

<u>Alternates (Options)</u>: The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates 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 proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.

## **Project Requirements**

- 1. Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.
- 2. The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.
- 3. Offeror Experience
  - a. The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.
  - b. The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.
  - c. The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts, position and a telephone number.
  - d. The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.
- 4. List all contracts lost or not renewed in the last five (5) years. Include a contact person and telephone number. Please provide a narrative describing reasons that contract(s) have not been renewed. Offeror must identify any contract(s) from which they have asked to be relieved or any contracts that have been canceled prematurely.
- 5. Provide a listing of fines uncured under contracts in other jurisdictions for non-performance of duties in whole or in part for the last five (5) years.
- 6. Provide a list of all litigation the service provider has been or is currently involved in during the last five years. Include a narrative describing all cases including cases that were settled and the amounts of settlement.
- 7. The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.
- 8. Minimum Qualifications To be considered for award of this contract, the Respondent **must** meet the following minimum qualifications.

- a. The Offeror must be organized for the sole purpose of providing healthcare services, and have previous experience with proven effectiveness in administering correctional health care programs.
- b. The Offeror must have at least five (5) continuous years of corporate experience in providing healthcare services at medical facilities. Emphasis will be place on those referenced medical/correctional facilities in the State of Texas.
- c. The Offeror must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
- d. The Offeror must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, which it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation in the County.

## Offeror Personnel and Organization

- 1. The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:
  - a. Full name (including full middle name);
  - b. An employment history;
  - c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
  - d. A specific indication of what role the individual will have in this project; and
  - e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).
- 2. The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval. (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County) Key positions to be included are:
  - a. Chief Executive and Chief Operating Officer
  - b. Executive Vice President
  - c. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator
  - d. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers
  - e. Site Medical Director (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County)
  - f. Utilization Manager/Case Manager/UM contractor assigned to the site
  - g. Site Health Service Administrator (H.S.A.)
- 3. Jefferson County is committed to using the selected Performance Review Personnel according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.
- 4. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested

- substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.
- 5. Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.
- 6. If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.
- 7. Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.
- 8. Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## Term

- 1. The contract resulting from this RFP will have an initial term period of two (2) years. Jefferson County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments for three (3) additional years past the initial term. At the expiration of the initial term the parties may, at their independent discretion, agree to extend the contract for additional one (1) year terms.
- 2. This contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate.
- 3. Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial two (2) year term shall remain firm/fixed. Written requests for price revisions after the second year shall be submitted in advance to the Jefferson County Sheriff's Office and Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.
- 4. An explanation of any and all costs the Offeror intends to pass-through to the County as part of their operational budget is required in the Offeror response. As this will be a cost plus management fee contract, all costs incurred by the County are to be transparent. Be aware that failure to include all costs in your proposal could be reason for contract termination.

<u>Historical Data</u> – Data is based on the time period of April 2021 to March 2022. The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

Total number of males booked in	6,916
Total number of females booked in	2,281
Total number of inmates in jail over 14 days	2,499
Total physician sick calls	594
Total physician assistant sick calls	1,586
Total nurse practitioner sick calls	1,639
Total dental sick calls	1,055
Total LPC visits	13,550
Total nurse sick calls	6,717
Total intake screenings	10,085
Total TB screenings	3,480
Total laboratory specimens collected	2,395
Total X-Ray examinations	823
Total 14 day physicals	979
Total dialysis off site	175
Total accidental injuries	1
Total fights	264
Total emergency room visits	134
Total hospital admissions	23
Total ambulance transports	61
Total OB/GYN visits	48
Total oral surgeries	2
Total podiatry visits	6
Total ophthalmology visits	6
Total cardiologists visits	1
Total Orthopedic visits	98
Total infectious disease	52
Total inmates with HIV	30 (Four year average is 70 inmates per year)
Total general surgery/trauma clinic	62
Total oncology	2

#### 6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

#### 6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

## 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

- 1. Medical Care
- 2. Mental Health Care
- 3. Dental Care
- 4. Other Health Care Services

#### 6.4 LAWS AND REGULATIONS

The Inmate Healthcare Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

#### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

THE PROPOSAL EVALUATION AND SELECTION PROCESS IS DETAILED IN THIS SECTION, AS ARE OTHER FACTORS, AND THE FORMAT IN WHICH THE COST RESPONSE OF EACH PROPOSAL MUST BE SUBMITTED.

#### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 49 of these specifications** in its submission of a cost proposal in response to this RFP. The Proposer must also include a pricing breakdown of personnel, pharmaceutical services, off-site services, laboratory services, ancillary services, supplies, etc. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 49 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

#### 7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

#### 7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee <u>and</u> Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

## 7.5 PROPOSAL EVALUATION CRITERIA:

## a. RESPONSIVENESS – 15%

This refers to the Offeror's complete responsiveness to all written specifications and requirements contained in this RFP.

#### b. **IMPLEMENTATION PLAN – 25%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

#### c. OFFEROR QUALIFICATIONS – 25%

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

## d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

## e. COST OF PROFESSIONAL SERVICES - 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

## **COST PROPOSAL FORM**

# **Price and Verification of Proposal**

nd othe ith its I roposa	er heal <sup>.</sup> Reques Il and	Offeror) agrees to furnish medical th services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance at for Proposal (RFP) dated October 18, 2022, and addenda (if any) issued prior to the date of this identified as Addenda Number(s), and all accompanying forms and or the sums stated hereafter.
		roposal: For the Two Year Period Beginning February 1, 2023 and Ending January 31, 2025. (In and numbers below):
	Year 1	Base Proposal(\$)
	Year 2	Base Proposal(\$)
	7.1.1	The above price is based on an average daily population (ADP) of eight hundred fifty (850) inmates during a billing period. If the ADP increases or decreases by one hundred-fifty (150) inmates, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be increased for that billing period at the rate of \$ per inmate in excess of the basic adjusted price. If the ADP decreases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be decreased for that billing period at the rate of \$ per inmate in excess of the basic adjusted price.
	7.1.2	The above price includes the aggregate cap of \$500,000 divided by 12 months (\$41,667.00 per month). In the event that the cap is not met, the unspent money will be credited back to the County.
	7.1.3	By submission of this proposal, the offeror certifies that:
		<ul> <li>a. Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.</li> <li>b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.</li> <li>c. The person signing this proposal certifies that they are authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.</li> </ul>
.2	Alterna	ates:
	The fol	lowing alternates are offered as part of this proposal:
	7.2.1 7.2.2	NONE: Alternates That Will Not Affect the Price:

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# **Price and Verification of Proposal** (Continued)

7.2.3 Alternates That Will Affect the Price:
[Offeror should number and list above any alternates it wishes to offer <b>and</b> has identified in detail in the boo of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump surprice (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (anatomount) for that period, or if it will not be affected by the alternate).
7.3 To extend the term of the contract for three (3) additional one (1) year periods, beginning January 3 2025.
In the event it is awarded the contract pursuant to its proposal dated, response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one year periods, the base proposal price as stated in "A" above shall be (increased) (decreased) the following percentage (in words and numbers below):
Offeror: (Company Name)
Authorized Signature (Typed)
(Signed)
Company Address:
Phone Number Fax Number
Corporation ( ); State of Incorporation
Partnership ( ); Other
Federal Employer Identification Number:
Contact Person: Phone Number:

## 7.4 Line Itemization of Base Proposal (A)

# Price and Verification of Proposal (Continued)

## Bottom line total should agree with base price as stated under A. Base Proposal

The Offeror (Name of	Company):	herein sເ	ubmits its
breakdown of its proposa	I price, as required by the Jefferson County RFP for media	cal and other h	ealth care
services to be provided a	t the Jefferson County Correctional Facility, Beaumont,	Texas, for the	two-year
period beginning April 10	<del>, <b>2018</b></del> and ending April 9, 2020. In the event that there i	s a discrepance	y between
the bottom line total(s) as	s stated in this Line Itemization and the amount stated ur	nder "A. Base I	Proposal",
the latter shall govern.			
Name of Offeror:			_
Typed Signature:			_
Signed:			

(Offeror may use whatever format it wishes. Information can be presented here or in a separate attachment. If choosing the latter, please note that fact, on this form).

## **REQUIRED FORM**

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

## **NON-DISCLOSURE AGREEMENT**

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

- 1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
- 2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
- 3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
- 4. The Information may not be copied or reproduced without the County's written consent.
- 5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
- 6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
- 7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
- 8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

and include with Proposal Submission.

## **RESPONDENT INFORMATION FORM**

Instructions: Com PLEASE PRINT.	plete the form below. Please prov	vide legible, accurate, and complete contact information.	
RFP Number & N	ame: (RFP 22-039/MR) Inmate He	ealthcare Services for Jefferson County Correctional Facility	
Proposer's Comp	any/Business Name:		
Proposer's TAX I	O Number:		
If Applicable:	HUB Vendor No	DBE Vendor No	
Contact Person:		Title:	
Phone Number (	with area code):		

Mailing Address (Please provide a <u>physical address for bid bond return</u>, if applicable):

Email Address:

Alternate Phone Number if available (with area code):\_\_\_\_\_\_

Fax Number (with area code):\_\_\_\_\_

Address

City, State, Zip Code

## **REQUIRED FORM**

<u>Proposer</u>: Please complete this form and include with Proposal Submission.

## **VENDOR REFERENCES FORM**

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE		
Government/Company Name:		
Address:		
Contact Person and Title:		
Phone:	Fax:	
Email Address:	Contract Period:	
Scope of Work:		
REFERENCE TWO		
Government/Company Name:		
Address:		
Contact Person and Title:		
Phone:	Fax:	
Email Address:	Contract Period:	
Scope of Work:		
REFERENCE THREE		
Government/Company Name:		
Address:		
Contact Person and Title:	_	
Phone:	Fax:	
Email Address:	Contract Period:	
Scope of Work:		
REQUIRED FORM  Proposer: Please complete this form and include with Proposal submission.		

#### SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same
terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase
orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall
not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another
entity. Each entity reserves the right to determine their participation in this contract.

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

#### **REQUIRED FORM**

#### **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official (Please Print)
Date

#### REQUIRED FORM

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filling of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action:  a. contract  b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		ffer/application I award	Report Type:  a. initial filing  b. material change
Name and Address of Reporting E Prime Sub-awarde Tier, if	ee	If Reporting Ent Name and Addre	ity in No. 4 is Sub-awardee, Enter ss of Prime:
Congressional District, if know	wn:		onal District, if known:
Federal Department/Agency:  Federal Action Number, if known:		7. Federal Program Name/Description:  CFDA Number, if applicable:	
rederal Action Number, il known.		9. Award Amou \$	nt, II KIIOWII.
10. a. Name and Address of Lobby (if individual, last name, first name			,
11. Information requested through thi authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a merepresentation of fact upon which reliably the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be recongress semi-annually and will be a inspection. Any person who fails to fill disclosure shall be subject to a civil pethan \$10,000 and not more than \$100,00 failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public e the required enalty of not less	Signature: Print Name:  Title:  Telephone No.:	
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)

#### **REQUIRED FORM**

## CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
      - or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

For vendor doing business with local governmental entity	
nis questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 176, Local Government Code y a vendor who has a business relationship as defined by Section 176.001(1-a) with a local overnmental entity and the vendor meets requirements under Section 176.006(a). y law this questionnaire must be filed with the records administrator of the local government ntity not later than the 7th business day after the date the vendor becomes aware of fact	al s
eat require the statement to be filed. See Section 176.006(a-1), Local Government Code vendor commits an offense if the vendor knowingly violates Section 176.006, Local covernment Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	1
(The law requires that you file an updated completed questionnaire with the a later than the 7th business day after the date on which you became aware that the cincomplete or inaccurate.)  Name of local government officer about whom the information in this section is being dis	riginally filed questionnaire was
Name of Officer	
Name of Officer  This section (item 3 including subparts A, B, C, & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	rnment Code. Attach additional
This section (item 3 including subparts A, B, C, & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable.	rnment Code. Attach additional
This section (item 3 including subparts A, B, C, & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	ernment Code. Attach additional e income, other than investment om or at the direction of the local
This section (item 3 including subparts A, B, C, & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Wes No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, for government officer named in this section AND the taxable income is not received from the	e income, other than investment om or at the direction of the local local governmental entity?
This section (item 3 including subparts A, B, C, & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form ClQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Wes No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, f government officer named in this section AND the taxable income is not received from the Yes No  C. Is the filer of this questionnaire employed by a corporation or other business entity	e income, other than investment om or at the direction of the local local governmental entity?
This section (item 3 including subparts A, B, C, & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Wes No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, f government officer named in this section AND the taxable income is not received from the No  C. Is the filer of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one process.	e income, other than investment om or at the direction of the local local governmental entity?  with respect to which the local ercent or more?

Adopted 8/7/2015

#### **REQUIRED FORM**

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOC	AL GOVERNA	MENT OFFICER	FORM CIS
CON	FLICTS DISC	LOSURE STATEMENT	
This ques	tionnaire reflects chang	es made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
governme	ent officer has become	priate local governmental entity that the following local aware of facts that require the officer to file this statement Local Government Code.	Date Received
Name	of Local Government	Officer	
Office	Held		
Name	of vendor described b	y Sections 176.001(7) and 176.003(a), Local Government	Code
Descri	ption of the nature an	d extent of employment or other business relationship wi	ith vendor named in item 3
from v	endor named in item	cal government officer and any family member, if aggreg 3 exceeds \$100 during the 12-month period described by Description of Gift	
		Description of Gift	
		Description of Gift	
		(attach additional forms as necessary)	
AFFID	AVIT	I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defined Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a)	ned by Section 176.001(2), Local acknowledge that this statement
		Signature of Local	Government Officer
AFFIX	NOTARY STAMP / SEA	L ABOVE	
Sworn t	o and subscribed before m	e, by the said	this the day
of	, 20	, to certify which, witness my hand and seal of office.	
	ture of officer administerin	g oath Printed name of officer administering oath 7	

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

#### **Determination Checklist**

#### This information must be submitted with your proposal.

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

		Di	d the Prime Contractor	r/Consultant				
Yes	No	1.	divide the contract v	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?				
Yes	☐ No	2.		<b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?				
Yes	☐ No	3.	information regardin	ere genuinely interested in bidding on a subcontractor, adequate g the project (i.e., plans, specifications, scope of work, bonding uirements, and a point of contract within the Prime nt's organization)?				
Yes	☐ No	4.	<b>Negotiate</b> in good faqualify as lowest and	aith with interested HUBs, and not reject bids from HUBs that responsive bidders?				
Yes	☐ No	5.		UBs were rejected? Was a written rejection notice, including the provided to the rejected HUBs?				
Yes	☐ No	6.	If Prime Contractor/ reasons why.	Consultant has zero (0) HUB participation, please explain the				
If				nd include any pertinent documentation with your bid. parate sheet to answer the above questions.				
Printed	Name of A	utho	orized Representative	Signature				
	Title			Date				
Propos		con	nplete this form					

#### Notice of Intent (NOI) to Subcontract with

#### **Historically Underutilized Business (HUB)**

This informa	ation must be su	ıbmitted with your bid.			
Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).  Yes No					
Instructions for Prime Contractor/Consultant below may be submitted after contract awar one form for each HUB Subcontractor/Sub-contract.	d, but prior to	beginning performance on the	contract. Please submit		
Contractor Name:		HI	JB: p Yes p No		
Address: Street	City	State Zip			
Phone (with area code):	•	·			
Project Title & No.:  Prime Contract Amount: \$					
HUB Status (Gender & Ethnicity):		son County			
Street	City	State Zip			
Phone (with area code):		Fax (with area code):			
Proposed Subcontract Amount: \$  Description of Subcontract Work to be Performed:		Percentage of Prime Contra			
Printed Name of Contractor Representative	Signaturo	e of Representative	 Date		
Printed Name of HUB	Signature	e of Representative	Date		
NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO C	CONFER ANY RIGHTS, EX	PRESSED OR IMPLIED, TO ANY THIRD PARTIES.			
Pre-Approval for Subcontractor Substitutions Representative. The "HUB Subcontractor/Sub-08456.					

**REQUIRED FORM** 

#### Page 1 of 4

#### This information must be submitted with your bid.

Prime Contractor:				HUB: Yes	No
HUB Status (Gender & Ethnicity):					
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (with	area code): _		
Project Title & No.:			FB/RFP No.: _		
Total Contract: \$		Total HUB Sub	ocontract(s):	\$	
Construction HUB Goals: 12.8% MBE::		%	12.6% WBE: _		%
OR HUB OFFICE USE ONLY:	Use these goals as	- Barrer en arrerer			
Verification date HUB Program Office reviewed	l and verified HUB Sub infor	mation D	ate:	Initials: _	
Verification date HUB Program Office reviewed  PART I. HUB SUCONTRACTOR DISCLOS  HUB Subcontractor Name:	l and verified HUB Sub infor	mation D	ate:		
PART I. HUB SUCONTRACTOR DISCLOS  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):	l and verified HUB Sub infor	mation D	ate:		
Verification date HUB Program Office reviewed  PART I. HUB SUCONTRACTOR DISCLOS  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):	I and verified HUB Sub infor	mation D	ate:		
Verification date HUB Program Office reviewed  PART I. HUB SUCONTRACTOR DISCLOS  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  Certifying Agency:  Street  Contact parages	I and verified HUB Sub infor	mation D	ate:ertification Pro	<b>3</b> .	
PART I. HUB SUCONTRACTOR DISCLOS HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:  Address:  Street  Contact person:	and verified HUB Sub information SURE	Texas Unified Co	ertification Pro		
Verification date HUB Program Office reviewed  PART I. HUB SUCONTRACTOR DISCLOS  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  Pertifying Agency:  Street  Contact person:  Phone (with area code):	and verified HUB Sub information SURE	Texas Unified Co	ate: ertification Prop Zip area code):	<b>3</b> .	
PART I. HUB SUCONTRACTOR DISCLOS  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  Certifying Agency:  Street  Contact person:  Phone (with area code):	and verified HUB Sub information SURE  rocurement Comm.	Texas Unified Co	ertification Prop Zip area code):	<b>3</b> .	%

and include with Proposal Submission.

Page 2 of 4

#### **HUB Subcontractor Disclosure**

#### **PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor	Name:				
HUB Status (Gender	& Ethnicity):				
Certifying Agency:	TX. Bldg 8	& Procurement Comm.	☐ Jefferson County	TX Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	ode):		Fax (with	n area code):	
Proposed Subcontra	act Amount:	\$	Percer	ntage of Prime Contract:	%
Description of Subco	ontract Work to	be Performed:			
HUB Subcontractor	Name:				
HUB Status (Gender	& Ethnicity):				
Certifying Agency:	TX. Bldg 8			TX Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	ode):		Fax (with	n area code):	
Proposed Subcontra	act Amount:	\$	Percer	ntage of Prime Contract:	%_
Description of Subco	ontract Work to	be Performed:			
·					

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

**REQUIRED FORM** 

#### Page 3 of 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation. Our firm was unable to meet the HUB goals for this project for the following reasons: All subcontractors to be utilized are "Non-HUBs." (Complete Part III) HUBs were solicited but did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): Other: □ No Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection. Subcontractor Name: Address: State Contact person: Fax (with area code): Phone (with area code): Proposed Subcontract Amount: Percentage of Prime Contract: % Description of Subcontract Work to be Performed: Subcontractor Name: Address: City State Contact person: Title: Fax (with area code): Phone (with area code): Percentage of Prime Contract: % Proposed Subcontract Amount: \$ Description of Subcontract Work to be Performed:

#### **REQUIRED FORM**

	Page	4 of 4	
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%
Description of Subcontract Work to be Performed	d:		
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Performed	d:		
	<b>s required</b> . I fully	nformation, truthfully completed all applicable part understand that intentionally falsifying information may resulting contract.	
Name (print or type):			
Title:			
Signature:			
Date:			
E-mail address:			
Contact person that will be in charge of invoice	cing for this pro	ject:	
Name (print or type):			
Title:			
Date:			
E-mail address:			

#### **REQUIRED FORM**

#### **RESIDENCE CERTIFICATION/TAX FORM**

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

	(3)	"Non-res	ident RFP Respo	ndent" refe	rs to a person who is not a resident.	
	(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.					
			Code §2252.001		[company name] is a Resident Respondent of Texas as defined	
	Gove		ode §2252.001 a		[company name] is a Non-Resident Respondent as defined in cipal place of business is	
Tax	payer I	dentificatio	n Number (T.I.N.):			
Cor	npany l	Name subm	itting bid/proposa	al/response:		
Ma	iling ad	dress:				
If y	ou are a	an individua	ll, list the names a	nd addresses	of any partnership of which you are a general partner:	
Prop	erty:	List all taxa	able property ow	ned by you	or above partnerships in Jefferson County.	
Jeff	erson (	County Tax /	Acct. No.*	Property ad	Idress or location**	

- This is the property amount identification number assigned by the Jefferson County Appraisal District.
- \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM** 

#### **HOUSE BILL 89 VERIFICATION**

I, name)					(heretofore
referred to as company) being a undersigned notary, do hereb provisions of Subtitle F, Title 10	y depose and	verify under o	ath that the cor	-	
1. Does not boycott Israel curre	ently; and				
2. Will not boycott Israel durin	g the term of th	ne contract.			
Pursuant to Section 2270.002,	Texas Governn	nent Code:			
<ol> <li>"Boycott Israel" means refu action that is intended to penali or with a person or entity doin action made ordinary business</li> </ol>	ze, inflict econo g business in Is	omic harm on, o	r limit commercia	al relations spec	ifically with Israel,
2. "Company" means a for-proventure, limited partnership, I owned subsidiary, majority-ovassociation that exist to make a	mited liability wned subsidiar	partnership, or	an limited liabi	lity company, ir	ncluding a wholly
Signature of Company Represe	ntative				
Date					
On this day of	, 20_	, persona	ly appeared		
duly sworn, did swear and co	onfirm that the			person, who af	ter by me being
Notary Seal					
,	Notary Signa	ture			
	Date				_
REQUIRED FORM					

#### **SENATE BILL 252 Certification**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name	
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Date	

#### **RESPONDENT'S AFFIDAVIT**

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS	
BY:	Sworn to and subscribed before me thisday of
SIGNATURE	, 2022
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	Notary Public
	State of
CITY, STATE, ZIP CODE	My Commission Expires:
( )	
TELEPHONE NUMBER	

#### **REQUIRED FORM**

#### **FOOD SERVICES AGREEMENT**

THIS AGREEMENT is made by and between Jefferson County, Texas, with principal offices located at 1149 Pearl Street, 1<sup>st</sup>, Floor, Beaumont, Texas 77701 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

#### WITNESSETH:

**WHEREAS**, Client has issued a Request for Proposal for Inmate Food Services at the Jefferson County Correctional Facility ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS Trinity desires to perform such services for Client.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

#### SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Jefferson County Correctional Facility (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services"). This agreement for inmate food services specifically excludes vending machines located at the Jefferson County Correctional Facility which are owned and controlled by a third party under contract IFB 11-054/AW.

#### SECTION 2. TRINITY'S RESPONSIBILITIES

- **2.1.** Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the RFP and the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the Texas Jail Standards regarding food service and the requirements set forth in the RFP.
- **2.2.** Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business

and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

- 2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.
- **2.4.** Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.
- **2.5.** All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.
- **2.6.** Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.
- **2.7.** Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.
- 2.8 Trinity shall be allowed to sell takeout meals to inmates at the Premises subject to the following conditions:
  - a. Trinity shall develop and submit to the Client a proposed Trinity Take Out ("TTO") menu, including proposed pricing. The TTO menu and pricing and any future changes to the TTO menu or pricing shall be subject to the prior approval of the Client. In the event the Client objects to any proposed TTO menu item or the proposed pricing, the Parties shall work together in good faith to resolve the issue but the Client shall retain the right to make the final decision in the event the Parties fail to reach an agreement. Trinity shall have the exclusive right to distribute products on the approved menu.
  - b. The Client may suspend or revoke the privilege of any inmate to purchase TTO products and Trinity agrees to abide by the Client's instructions in that regard.

- c. The TTO program shall supplement but not replace the standard inmate meal service and all food products served by Trinity in the TTO program shall meet the same quality and health standards required for food served to inmates in the general meal program.
- d. Inmate TTO spending limits shall be in addition to the commissary spend limits and may be established and revised by the Client in its discretion.
- e. Trinity shall pay a commission of ten percent (10%) percent to the Client's Inmate Welfare Fund for all TTO Net Sales made by Trinity on the Premises. Net Sales are defined as total gross TTO receipts less all applicable sales tax.
- f. If Trinity operates the Client's commissary program it will be responsible for charging inmate accounts for TTO purchases. If Trinity does not operate the Client's commissary program, the Client agrees to assist in processing charges to the inmate accounts for TTO purchases. The Parties will jointly develop the processes so as to minimize the requirement for Client involvement in the payment processes.
- g. The Client shall provide any necessary secured storage areas for Trinity's TTO equipment.
- **2.8.** In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

#### SECTION 3. CLIENT'S RESPONSIBILITIES

- **3.1.** Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.
- **3.2.** Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not

change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

- **3.3.** Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.
- **3.4.** Client will reimburse Trinity for all paper products used during lock down events, medical or security events, epidemic or pandemic events and/or for inmates who are under care for violent or suicidal behaviors.
- **3.5.** Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.
- **3.6.** Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

#### SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

#### SECTION 5. INDEMNIFICATION AND INSURANCE

**5.1.** Trinity has no duty to indemnify, hold harmless or defend the County, including its Sheriff and her employees (collectively referred to as the County) for their own alleged negligent, inappropriate, or deliberately indifferent acts or omissions. However, the Contractor does have an absolute duty to indemnify, hold harmless and defend the County, the Sheriff and Sheriff's employees from claims of vicarious liability made against the County, the Sheriff and her employees arising solely out of the negligence, fault, actions, omissions, services, or deliberate indifference of Trinity, or its employees or agents.

If a defense is required as set forth above, Trinity shall defend the County, including its officials and their employees collectively referred to as the County by attorneys and other professionals selected and engaged by Trinity's insurance carrier for any claims, suits, actions, or proceedings related to the losses, liabilities, and indemnity set forth above. Trinity and the County may be represented by the same attorneys, and any alleged conflict of interest is waived. Upon selection and hiring of attorneys and other professionals to defend the County and/or Trinity, Trinity shall notify the County of the attorneys and other professionals selected and engaged, and the County shall not be obligated to reimburse Trinity or its insurance carrier for the cost of such attorneys and other professionals. In no event shall any matter be settled without prior notice to the County. Trinity will do everything within its power to prevent the settlement of any claims or lawsuits that the County deems to be frivolous or lacking in merit, subject to the terms of

Trinity's policies of insurance The provisions of this Section shall survive the expiration or termination of this Agreement.

- **5.2.** Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.
- **5.3.** Trinity shall obtain and maintain insurance as required by the terms of the RFP. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects such coverage prior to the commencement of Services hereunder.
- **5.4.** Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

#### SECTION 6. COMMENCEMENT AND TERMINATION

- **6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for 1 year, commencing upon the date executed by Commissioners' Court. The term may be extended for four additional one-year terms upon mutual consent.
- **6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.
- **6.3** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.
- **6.4.** Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

#### SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

#### SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

#### SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

#### SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

#### SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Jefferson County Purchasing Department

1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701 If to Trinity: Trinity Services Group, Inc.

Attn: Chief Operating Officer 477 Commerce Boulevard Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.

Attn: General Counsel 1260 Andes Boulevard St. Louis, MO 63132

#### SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to. Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

#### SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party

shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

#### SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

#### SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of Texas.

#### SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Jefferson County Texas	Trinity Services Group, Inc.
Ву:	By. James M. Jan
Printed Name Jeff Branick	Printed Name: <u>James M. Perry</u>
Title: County Judge	Title: _ Sr. Vice President
Date:	Date:5/24/23
DATE DUCA OU	HOULE OF THE PARTY

## EXHIBIT A FINANCIAL ARRANGEMENTS

#### I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the Agreement anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the will collaboratively negotiate compensation, if any, to be paid by the County to Trinity.

The County and Trinity agree that in the event of new legislative mandates causing changes to any state statute, rule, or regulation is passed or any order issued or any statute, guideline, or standard of care adopted or interpretation made materially affecting the cost to Trinity of providing meal services hereunder, Trinity and the County agree to collaboratively negotiate additional compensation to be paid by the County to Trinity to comply with such legal mandates.

#### II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been reestablished to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

#### **III. Equipment Fund**

Trinity shall provide Client with a capital investment in the amount of One Hundred Eight Thousand Dollars (\$ 108,000.00) for the purpose of purchasing new equipment necessary for Trinity's production processes to be effective ("Capital Investment"). The Capital Investment will be amortized over thirty-six (36) months (July 1, 2023 through June 30, 2026). Should the Agreement expire or be terminated prior to June 30, 2026, the full thirty-six (36) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with twelve (12) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of Thirty-six Thousand Dollars (\$ 36,000.00) or (\$108,000.00/36 months x 12 months remaining).

All equipment purchased with the Capital Investment (whether by Client or Trinity) will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax. The Client will maintain, repair, and replace all other food service equipment at its own expense in accordance with Section 3.2.

#### IV. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

#### SCHEDULE 1 SCALE

TRINITY SERVICES GROUP				
	Je	efferson County	/ Texa	s Jail
	nm	 ate Population	Sliding	r Scale
FROM	T	TO	PRIC	
150	-	199	\$	6.958
200	-	249	\$	5.432
250	-	299	\$	4.516
300	-	349	\$	3.905
350	-	399	\$	3.469
400	-	449	\$	3.142
450	-	499	\$	2.887
500	-	549	\$	2.684
550	-	599	\$	2.517
600	-	649	\$	2.378
650	-	699	\$	2.261
700	-	749	\$	2.160
750	-	799	\$	2.073
800	-	849	\$	1.997
850	-	899	\$	1.929
900	-	949	\$	1.869
950	-	999	\$	1.816
1000	-	1,049	\$	1.768
1050	-	1,099	\$	1.724
1100	-	1,149	\$	1.684
1150	-	1,199	\$	1.648
1,200	-	1249	\$	1.615

1250	-	1299	\$ 1.589
1300	-	1349	\$ 1.564
1350	-	1399	\$ 1.540
1400	-	1449	\$ 1.518
1450	-	1499	\$ 1.498
1500	-	1549	\$ 1.479
1550	-	1599	\$ 1.461
1600	-	1649	\$ 1.445
1650	-	1699	\$ 1.429
1700	-	And over	\$ 1.414

Staff meals: \$3.50





# Proposal for Inmate Food Service for the Jefferson County Correctional Facility

RFP 23-006/MR

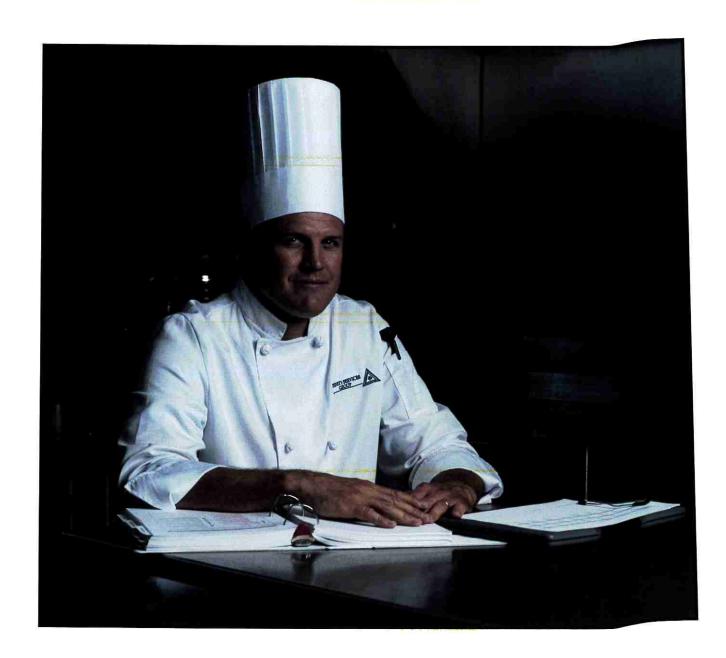
March 15, 2023

Trinity Services Group, Inc. 477 Commerce Blvd. Oldsmar, FL 34677 Ph: 813-854-4264

Ph: 813-854-4264 Fax: 813-855-2330

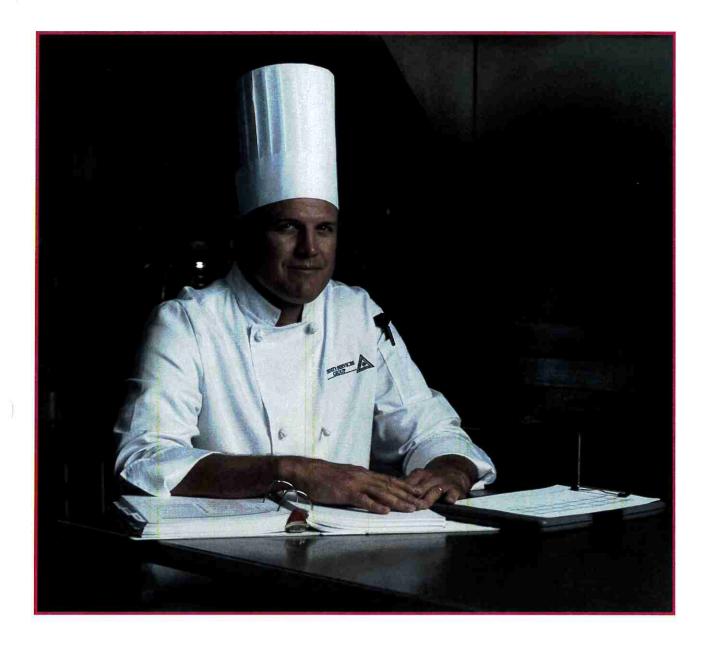
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## A. Transmittal Letter





# A. Transmittal Letter



Mistey Reeves, Assistant Purchasing Agent Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

#### RE: Food Service for the Jefferson County Correctional Facility, RFP 23-006/MR

Dear Ms. Reeves and Jefferson County Purchasing Department:

Trinity Services Group, Inc., dba Trinity Corrections Services, Inc. in Texas, is proud to submit our proposal response to RFP 23-006/MR for the professional management of the Jefferson County Correctional Facility inmate food service program. Trinity has provided quality food service consultation and management to Jefferson County for the past four years and have been in the corrections food industry for over 40 years.

Our commitment is to deliver a quality food service program, including good food, properly trained staff, fiscal responsibility, and efficient response while maintaining safety and security. Trinity's programs are built upon a solid foundation of operating systems, controls and strong local management, and comply with the Texas Jail Commission Standards and American Correctional Association Standards for Food Service. Trinity's qualified teams are part of our plan to attain our mutual security goals with no inmate disruptions. We believe all of this combines to make Trinity the most qualified offeror to provide food services to the Jefferson County Correctional Facility.

Trinity agrees to commit to provide the services required by the County. This proposal is valid for (90) days from the deadline for delivery of proposals to the County. Trinity accepts the Terms and Conditions of the contract resulting from this RFP, with minor exceptions/comments noted as follows:

1. Meal prices shall be adjusted annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

2. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

We welcome any questions you may have, and we look forward to our presentation so that we can elaborate on our proposal and capabilities for providing services as described to the Jefferson County Correctiona Facilityl. Please feel free to contact our representative, Ron Torres, at 505-238-5365, or ronald.torres@TrinityServicesGroup.com.

I am authorized to commit Trinity Services Group, Inc. to this proposal.

Sincerely,

Jim Perry

Senior Vice President, Sales Trinity Services Group, Inc.

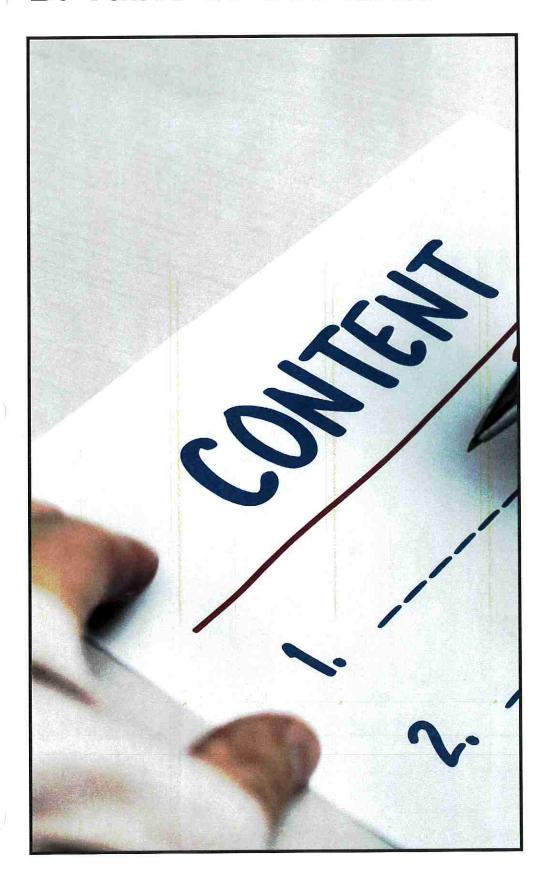
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**Jefferson County Correctional Facility** 



# **B. Table of Contents**



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# C. Executive Summary







# C. Executive Summary



## C. Executive Summary

We are genuinely excited about the opportunity to provide high-quality, cost-effective, and toptier food service to the Jefferson County Jail. Trinity Services Group is the corrections industry's largest independent, comprehensive food service provider. We are committed to providing customized, cost-saving solutions that meet our customer's expectations. This commitment has resulted in high customer service satisfaction levels, on which we pride ourselves.

Trinity has been a correctional food service industry leader for over 36 years. We strive to positively contribute to your goal of running safe, secure, clean, and orderly facilities. We formulate our operational plans to thoroughly understand food service's critical role in the correctional environment. On-time food and well-fed inmates generally lead to a happier and more content inmate population, generating fewer complaints, grievances, and incidents.

We excel in all areas outlined in our response to your Request for Proposal and can deliver on everything we have proposed. We have extensive knowledge of Texas Jail Commission Standards, American Correctional Association standards, and the requirements outlined in this RFP. We pledge that our food service operations will meet, if not exceed, all your needs and expectations! As you continue through this process, we encourage you to build trust in our competency by contacting our current accounts throughout Texas and nationwide. They will attest to our ability and willingness to adapt to their specific needs. Our operations are transparent; we encourage and welcome your inspection, and we assure you that Trinity's professional, fiscal, and operational management provides the most cost-effective, efficient, and proactive operation.

## We know and Support Texas

Trinity cannot overstate our corporate, district, and regional support services' impact on our dayto-day operations. In most facilities, Food Service Directors often find themselves without access to professional support or peer discussions to deal with difficult circumstances or events. Trinity will support our Jefferson County Food Service Director from our Garland, TX regional office with daily advice and direction from District Manager Steve Weirich (located in Humble, TX) and General Manager Geoffrey Spruiell (located in Waco, TX), as well as from every member of our Western Regional Team. This support also includes our Dietitian, Laura Donnelly, who lives in Mansfield, TX. Support can include simple consultation on comprehensive recipes, handling staff and inmate issues, and providing immediate support and direction during emergencies. An example of this support was demonstrated during the recent pandemic, Texas freeze, and of course Hurricanes that occur. As one of our customers, you know we have contracts with our suppliers to ensure our customers are the priority during any emergency. Our team can boast that no meal was missed during any of those occurrences! In summary, we are a large company with a solid local focus.

Having this much local support is unmatched by any of our competitors! This support and responsiveness will be critical as Jefferson County transitions from self-operations of your food service to private operations. We now provide food service at 18 locations throughout Texas including your neighbors in South Texas such as Galveston County, Washington County, Waller County, and Montgomery County. We are pleased to say that all these accounts tell us they are willing references for Trinity.



## Trinity is pleased to present Jefferson County with a comprehensive proposal to operate your food service program. Here's Our Plan:

We will treat Jefferson County like you are our ONLY customer. This "One Customer" approach engages a national company's resources, processes, and systems applied with our singular focus on Jefferson County. Our Operation Plan has been carefully developed based on what we have learned providing your food product and consultation over the past few years, knowledge of your staff and facility, and through this RFP process. Our offer includes:

 Staff wages that will support strong recruitment and retention.

Trinity understands that labor costs are increasing significantly across the country, including Jefferson County. We also know that paying the appropriate wage is imperative to successfully recruiting and retaining quality staff for the Jefferson County Jail. Retention of quality staff is never easy in a jail environment. Trinity has conducted a wage analysis of the Beaumont, TX area specific to this response. We have found that the proposed wages in this RFP align with the strong South Texas labor market. Beaumont and the Houston area are experiencing some of the highest wage inflation ever seen in the area. We know that failing to account for proper wages will only result in a high vacancy rate, leading to operational problems that negatively affect the kitchen operation and your security efforts. We respectfully encourage the County to compare all offerors' staffing levels and pay levels. We understand that we will probably not be the lowest bidder by paying the appropriate wage and staffing at the proper level. We believe you are looking for the best offer, not just the lowest price.

- Tasty staff meals in a professional **setting.** Having knowledge of your facility and command staff desires, it is clear that Jefferson County places a high value on assuring staff receives a quality meal. With that in mind, we have developed a menu for your Officer Dining Room (ODR) and have submitted it for your review. We have modeled this menu after the menu we provide to the staff in Galveston County TX. We recognize and embrace that our success in serving your staff depends on constant communication with the command staff. We would like to partner with the jail leadership to create a professional dining experience for staff. Trinity plans to staff the ODR with a dedicated Trinity employee during all open hours. This requires a total of 3 employees including relief. We encourage the County to note how our competitors plan to staff the ODR.
- Capital investment. Trinity is willing to include an investment of \$100,000 as part of this offer for additional equipment (needed for the menu we are offering) and additional equipment for your ODR. We want to work with the command staff of Jefferson County to determine if physical or operational upgrades would benefit you. As stated earlier, we understand the high importance you place on staff meals, and we also recognize that the recruitment and retention of corrections professionals have become increasingly complex. We believe that one way we can assist the County in retaining staff is to invest in a professional dining environment that allows staff to sit down and enjoy a great meal before, during, or after their shift(s).
- Texas presence. Because of our extensive food and commissary presence in your facility and in Texas, we have extra resources to



address any arising or emergency issues. Along with our onsite Food Service Manager, you will have District Manager Steve Weirich, who lives in Humble, TX, and a General Manager, Geoffery Spruiell, who lives nearby in Waco, TX. Our regional Dietician Laura Donnelly lives in nearby Mansfield, TX. We also have our local food and commissary sales offices and commissary warehouse in Dallas. The staff at that warehouse and in your facility will support food service operations in an emergency.

- Coffee Service for all your identified locations. As required, we will provide coffee service at every location identified during this process.
- everything. We understand that fancy proposals don't make for good operations. Our reputation in the industry and what our current customers think and say about us are most important to us. We are confident that all our Texas accounts will provide you with a positive reference regarding our food service program. We invite the County to call on any of our customers and verify this claim! We respectfully recommend that you do this for everyone submitting an offer.
- Menu Development and Dietitian Services. Our Dieticians and Menu Development Team have developed a menu specifically for Jefferson County. We created the submitted menu to meet your RFP specifications. Our menu team will continuously work with our onsite staff and your staff to ensure regular menus and special dietary menus meet your expectations. If ever the need arises for substitutions, we will work with the Command Staff of Jefferson County to ensure we serve appropriate caloric and

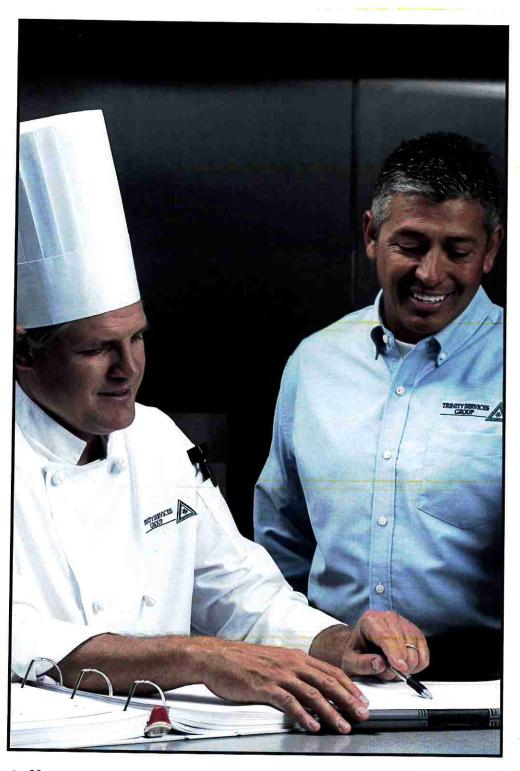
- nutritional values for both your regular inmate and juvenile populations.
- Sanitation and Security controls
   are also a large part of our offering. We
   understand the high sanitation standards that
   you have established for your facility. Trinity's
   quality control program and sanitation
   plans will support your efforts to keep an
   orderly, clean, and safe kitchen operation
   that will match your facility's efforts. Our
   team understands that "we do not clean up
   for company!" This policy is fundamental
   to ensure this culture exists when we begin
   operating in your kitchen facility.

## Conclusion

Trinity Services will provide you with a properly staffed, trained, and compensated team, which provides Jefferson County with the proper tools, support, backup systems, accountability, and detailed reporting with audit trails. Together, these things combine to provide high-quality food services, and our synergistic approach affords the best overall operation, service, value, and price for the Jefferson County Jail.

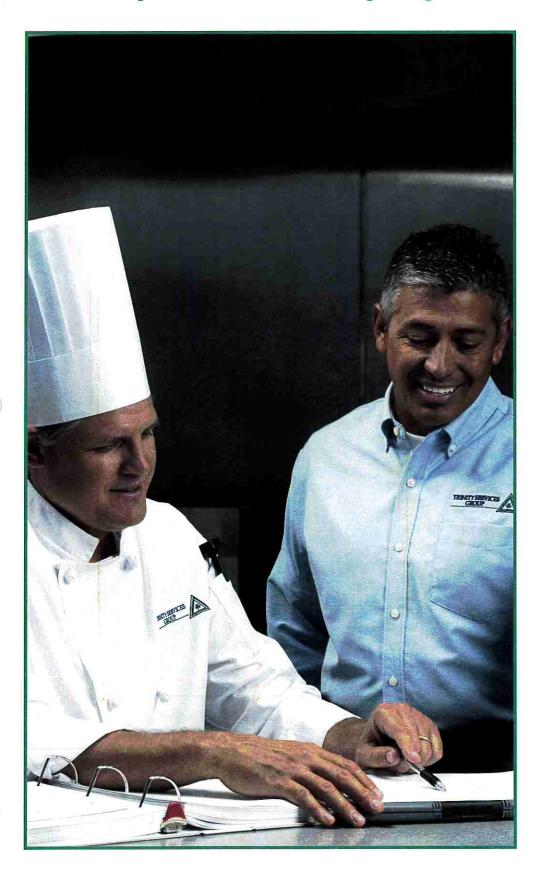
Successful food service is dependent on both management within and outside the institution. Our local and regional support, versatility, innovative thinking, and willingness to think outside the box are why we respectfully ask the Jefferson County Sheriff's Office to continue a food service partnership with Trinity Services Group. We realize that the only way to establish and keep long-term customer loyalty is by earning it, and this can only be accomplished by consistently working together with the County to meet all your needs.





**Jefferson County Correctional Facility** 





Trinity Services Group, Inc., was formed in 1990 to provide food services in correctional settings for inmates and correctional staff. Originally focused in the Southeast, Trinity Services grew quickly and by 2000 was the largest provider of inmate food services in the region.

Over the years, mergers and acquisitions have taken place, including acquiring 100% ownership of Keefe Group and Courtesy Products to form a new entity, TKC Holdings, Inc., This combination of resources resulted in a nationwide company focused solely on serving the corrections industry and affords us more than 40 years of corrections experience.



a. Name and address of business entity submitting the proposal

Trinity Services Group, Inc. dba Trinity Corrections Services, Inc.

477 Commerce Blvd., Oldsmar, Florida 34677

Type of business entity (i.e., corporation, partnership)

Corporation

c. Place of incorporation, if applicable

Florida, August 22, 1990

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP

Trinity Services Group, Inc. - Western Region Office 10000 North 31st Ave D-308, Phoenix, AZ 85051 Office Phone: (623) 680-0118





e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP

Ron Torres, Regional Sales Director 477 Commerce Blvd., Oldsmar, FL 34677 505-238-5365 Ronald.Torres@TrinityServicesGroup.com

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any

FEIN: 59-3026703

Jefferson County Business License number: 32051055781

 g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project

## David Thumma, Regional Vice President, West Region

10000 N. 31st Avenue, Suite D308, Phoenix, AZ 85051

## Steve Weirich, District Manager, West Region

Houston, TX

## Laura Donnelly, Regional Dietitian, Resident of Texas

Business Office: 11225 N. 28th Drive, Suite D204, Phoenix, AZ 85029



h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

Audited Financial Statements can be found on CD with this proposal. Trade References and Letters of Good Standing are available on request.



## **Trinity Company Overview**

Trinity's experience with facilities across the nation has enabled us to develop a thorough understanding of providing menus that meet the national standards for Recommended Daily Allowances and Special Diets. Our nationwide purchasing network also ensures our ability to deliver cost efficiencies to our clients.

Our clients include county and city agencies, statewide Departments of Correction, partnerships with private corrections providers, rehabilitation sites for alcohol treatment, Meals on Wheels, and Senior Nutritional programs. Serving these various types of facilities allows us to expand our service knowledge, enhance problem-solving expertise, and develop innovative solutions.

## **About Trinity**

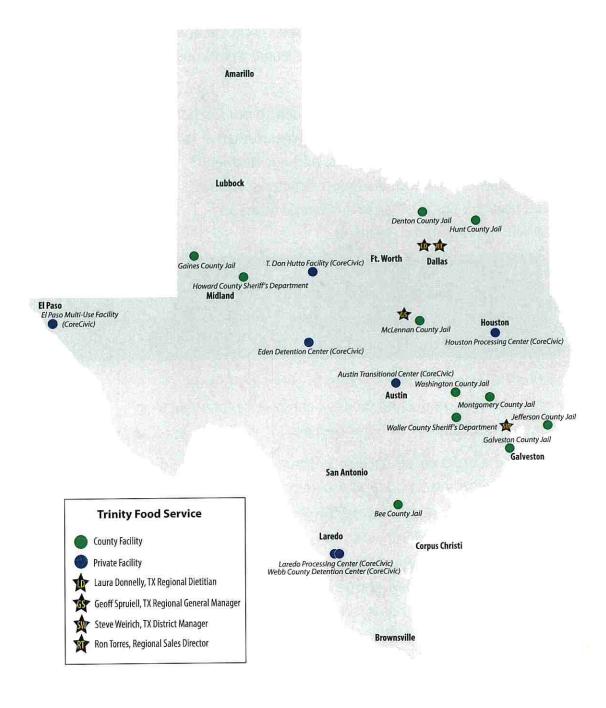
- MORE THAN 2400 TEAM MEMBERS,
   7,500+ SUPERVISED INMATE WORKERS
- MORE THAN 340 LOCATIONS
- SERVING 190,000+ INMATES IN 40 STATES
- SERVING OVER 200 MILLION MEALS A YEAR
- PARTNERSHIPS WITH LARGE CORRECTIONAL FACILITIES INCLUDING ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION AND REENTRY, CORECIVIC, MANAGEMENT AND TRAINING CORPORATION AND VERMONT DEPARTMENT OF CORRECTIONS
- MEMBER OF AMERICAN CORRECTIONAL ASSOCIATION (ACA), AMERICAN JAIL ASSOCIATION (AJA), NATIONAL ASSOCIATION OF DEPUTY WARDENS, NATIONAL SHERIFF'S ASSOCIATION

## **Trinity Food Service Locations**





Here is a map showing our growing presence in Texas and where our District Manager, General Manager and Dietitian all live and work in Texas!





## **Company Achievements**

Trinity Services Group has been in the Corrections business for over 30 years. Our proud history is documented in the company profile and throughout this response. We are pleased to be a leader in essential correctional support services.

Our nationwide resources include but are not limited to our Corporate Chef and Test Kitchen, Accounts Payable/Receivables, Human Resources, Payroll, Procurement and Logistics, and our NetMenu® support services teams. Our corporate support structure includes a Regional Vice President, District Manager, General Manager; Corrections-trained and Registered Dietitians.

The backbone of Trinity's food service management program is a distinct local focus backed by strong, dedicated national resources.

Individual locations have instant online access to policy, procedure, human resources, training, production process, compliance, and much more. A few of the achievements we have realized:

- Trinity has created a culture of career to strengthen further and secure our industry-leading tenure and experience
- Our significant investment in NetMenu® by Cbord has placed the program in every Trinity account.
- We operate the food service for all secure CoreCivic facilities in the US. Upon award of the initial contract in 2002, we opened over 50 facilities in 120 days, and all of these transitions took place with little or no disruption in services. This contract is the largest single contract for corrections feeding in the country
- We also provide food service for other privately-operated prisons such as MTC and GEO.
- Trinity routinely scores 100% on ACA and NCCHA audits and inspections.



- Trinity has provided statewide food service for the Arizona Department of Corrections for over 35 years.
   Several innovative programs designed in partnership with the agency have saved the State of Arizona millions of dollars during our partnership.
- For example:
- Saved \$14.8 million over first five-year statewide contract
- Assisted ADC in moving to the "Modified Weekend Menu Program." While the actual price per meal increased, the overall annual cost was reduced by approximately \$2.2 million
- Partnered with the Department to develop a Heart Healthy/Carb-Balanced menu in May 2008. This menu allowed for diabetic, cardiac, and hypoglycemic inmates to eat a general population menu, eliminating over 900 special medical diet meals statewide, saving the Department over \$700,000 annually
- In conjunction with the Heart Healthy menu, Trinity partnered with Health Services to overhaul all ADC medical diets to make them more efficient and in-line with current dietetic practices, reducing therapeutic diets statewide from 12.4% to 3.5% statewide. This overhaul included assisting the ADC with revising the ADC Diet Manual and the ADC Diet Menus, saving the Department approximately
   \$1.2 million annually

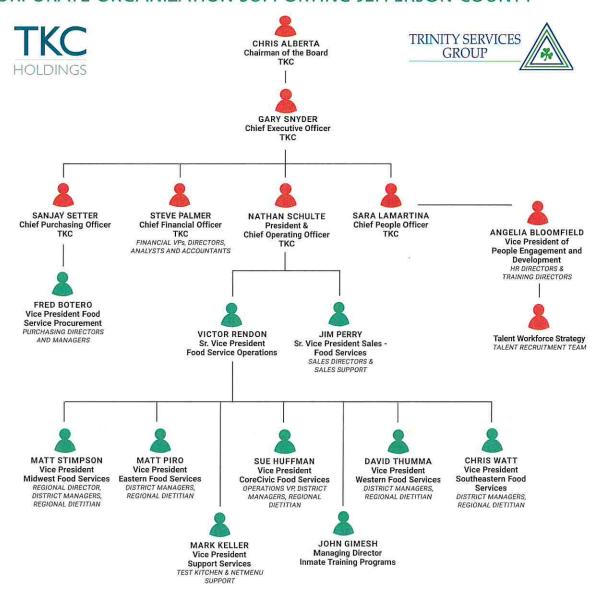
- Partnered with the Department to develop the Security Level Sack Menus and revised Diet Menus to reduce staffing requirements for both food service workers and the Department required posts, which increased security effectiveness while saving the Department \$1.6 million annually (five cents meal price reduction)
- Updated menu to reduce contraband and prison alcohol – at no additional cost to the department.
- Assisted the Department with menu options so it could convert all religious diets to the Common Fare Menu program while maintaining current costs. This change enabled the Department to serve one religious menu to meet the needs for kosher, halal, and vegan/ vegetarian diet requests.
- Diligently working in partnership with ADCRR to manage COVID pandemic without meal nor supply chain interruptions.
- At the Department's request Trinity's dietitian assisted the Department with developing a menu for Kosher Meals with Meat options to assist with any potential/future lawsuits regarding CF meals.
- Started Inmate Behavior Modification
   Pilot Program started to assist security
   officers in managing inmate populations.



## Corporate Leadership

Trinity believes the key to success in our industry is management strength at the local and account level. A strong support network is essential, and that is where the corporate staff provides the foundation for success. Our field management and clients are encouraged to call on corporate departments and personnel to solve problems and provide direction. Our corporate teams are actively involved in our field organization's day-to-day operations to ensure quality service and financial performance.

#### CORPORATE ORGANIZATION SUPPORTING JEFFERSON COUNTY





## Clients

Trinity has many clients in the United States. We are presenting a sampling of active Trinity food service contracts in your area, emphasizing operations similar in size to the Jefferson County Correctional Facility. These locations represent many different sizes and types of operations than Jefferson County. Still, they can certainly attest to the fact that we treat all of our clients equally and professionally.

Account Name	Facility Address	Facility City	State	ADP	Start Date	Expiration Date
Adams County Detention Facility (CO)	50 N 19th Ave	Brighton	СО	907	2/1/2022	
Advantage Treatment Center - Logan County	12220 Highway 61	Sterling	CO	70	4/14/2014	4/13/2023
El Paso County Jail (CO)	2739 E Las Vegas St	Colorado Springs	СО	1,237	9/1/2016	12/31/2023
Larimer County Detention Center (CO)	2405 Midpoint Dr	Fort Collins	СО	462	10/12/2021	2/28/2023
Logan County Sheriff's Department (CO)	Courthouse Annex - Box 749	Sterling	CO	77	8/14/2003	12/31/2023
Mesa County Jail (CO)	215 Rice St	Grand Junction	СО	475	1/1/2021	12/31/2023
Morgan County Jail (CO)	801 E Beaver Ave	Fort Morgan	CO	60	3/1/2013	12/31/2023
Pueblo County Sheriff's Department (CO)	Two Justice Plaza 909 Court St	Pueblo	СО	525	1/1/2011	12/31/2023
Washington County Justice Center (CO)	26861 Highway 34	Akron	СО	20	3/15/2013	2/8/2023
Weld County Sheriff's Department (CO)	1950 O St	Greeley	СО	620	1/10/2022	1/9/2025
St. Tammany Parish Sheriff's Office (LA)	1180 Champagne St	Covington	LA	1,100	11/5/2021	12/31/2023
Dona Ana County Detention Center (NM)	1850 Copper Loop	Las Cruces	NM	650	7/1/2018	6/30/2023
Eddy County Jail (NM)	101 N Greene St	Carlsbad	NM	222	7/1/2021	6/30/2023
Grant County Jail (NM)	320 Ridge Rd	Silver City	NM	99	9/30/2019	10/1/2025
McKinley Adult Detention Center (NM)	255 Boardman Avenue	Gallup	NM	170	2/6/2022	2/5/2023
Otero County Jail (NM)	1958 Business Center Blvd	Alamogordo	NM	84	12/10/2018	1/1/2023
Rio Arriba County Jail (NM)	#2 Main Street Building #2	Tierra Amarilla	NM	90	12/15/2017	11/24/2023
Roosevelt County Detention Center (NM)	1700 N Boston Ave	Portales	NM	65	5/1/2010	11/2/2023
San Juan County Jail (NM)	871 Andrea Drive	Farmington	NM	500	11/23/2020	11/22/2023



Account Name	Facility Address	Facility City	State	ADP	Start Date	Expiration Date
Sandoval County Detention Center (NM)	1100 Montoya Rd	Bernalillo	NM	120	10/1/2016	9/30/2024
Santa Fe County Corrections (NM)	28 Camino Justicia	Santa Fe	NM	349	8/1/2019	7/31/2023
Valencia County Jail (NM)	436 Courthouse Rd SE	Los Lunas	NM	150	10/25/2007	11/30/2022
Bee County Jail (TX)	1511 E Toledo St	Beeville	TX	117	11/1/2022	10/31/2023
Denton County Jail (TX)	127 N Woodrow Ln	Denton	TX	1,043	10/1/2022	9/30/2023
Gaines County Jail (TX)	301 E Avenue A	Seminole	TX	63	10/2/2015	10/1/2023
Galveston County Jail (TX)	5700 Avenue H	Galveston	TX	883	3/19/2014	6/3/2023
Howard County Sheriff's Department (TX)	3611 W Highway 80	Big Spring	TX	76	3/1/2010	4/1/2023
Hunt County Sheriff's Department (TX)	2801 Stuart St	Greenville	TX	295	10/1/2022	9/30/2025
Jefferson County Jail (TX)	5030 Hwy 69 S	Beaumont	TX	965	6/24/2019	6/15/2023
McLennan County Jail (TX)	3201 Marlin Hwy	Waco	TX	1,391	10/1/2018	9/30/2023
Montgomery County Jail (TX)	#1 Criminal Justice Drive	Conroe	TX	907	6/1/2021	5/31/2023
Waller County Sheriff's Department (TX)	701 Calvit St	Hempstead	TX	137	11/1/2021	10/31/2023
Washington County Jail (TX)	1206 Old Independence Road	Brenham	TX	87	8/18/2019	8/17/2024



## References

## **Galveston County Jail**

5700 Avenue H Galveston, TX 77551 Henry Trouchesset, Sheriff (409) 766-2301 henry.trochesset@co.galveston.tx.us ADP: 883

## Jefferson County Jail

5030 Hwy 69 S, Beaumont, TX 77705 John Shauberger, Chief (409) 835-8734 jshauberger@co.jefferson.tx.us ADP: 965

## Washington County Jail

1206 Old Independence, Brenham, TX 77833 Eric Hensley, Jail Administrator (979) 353-7704 ehensley@wacounty.com ADP: 87





# **Henry A. Trochesset**Sheriff Galveston County

May 18, 2022

To whom it may concern:

Trinity Services Group has provided a professional food and commissary services program to the Galveston County Sheriff's Jail operation since 2013. Trinity has exceeded our expectations from day one. Trinity's response to any issue or concern has been quick, effective, and always performed in a professional manner. What stands out most with Trinity is their area support during Hurricane Harvey in 2017 and the Freezing ice storms of 2020. During both these storms, Trinity made certain that we had enough supplies and staff on hand to a assure service was never interrupted. Trinity staff worked diligently and spent many nights away from their families to assure our facility received services. Their commutations with our command staff remained continuous during these storms.

Trinity's regional and corporate support is always visible. We often have either their General Manager, District Manager and even their Vice President visit our facility to support their staff in the jail and to assure that we are receiving the service we expect.

I highly recommend Trinity Services Group for any jail food and/or commissary operation. Please feel free to contact me with any questions.

Sincerely,

Henry Trochesset

**Sheriff Galveston County** 

To Protect and Serve

601 54th Street • Suite 2100 • Galveston, Texas 77551 • 409-766-2300





#### JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller Chief of Law Enforcement dmiller@co.jefferson.tx.us

John Shauberger Chief of Corrections jshauberger@co.jefferson.tx.us

May 20, 2022

Three years ago, Jefferson County agreed to bring Trinity's Sourcing Program into our facility's food operations. As a result, Trinity has helped reduce costs in the amount of several thousand dollars in our food budget and has assisted us in setting up a professional food service program.

The Jefferson County Jail takes pride in operating our own food service. Some of our staff were initially hesitant to sign up with Trinity's Sourcing program, concerned that Trinity only wanted to take over our operations. They have since discovered that Trinity's leadership is there to help us, consult on the operation, and reduce expenses.

Trinity's Sourcing program also provides Jefferson County with necessary food and inventory software. This system assures that product is always on hand, menus rotate regularly, diet trays have the proper ingredients, and we meet the Texas Jail Commission's dietary and nutritional standards. Before having Trinity, our staff relied heavily on finding information about nutritional values on the internet and hiring outside help for dietitian services and professional consultation.

We are pleased with the partnership we share with Trinity Services Group. I highly recommend Trinity's Sourcing Program to anyone that operates their own food services. Their ability to purchase foods at a lower cost, provide expert consultation, and assist with grievances and litigation are reasons we are pleased with their services.

Don't hesitate to get in touch with me with any questions.

John Shauberger, Jail Chief Jefferson County, Texas





May 20, 2022

To whom it may concern:

Trinity Services Group has provided food services to the Washington County Sheriff's Jail operation since 2019. Trinity has exceeded our expectations from day one. Trinity's response to any issue or concern has been quick, effective, and always performed in a professional manner.

What stands out most with Trinity is their area support. We often have either their General Manager and/or District Manager visit our facility to support their staff working in the jail. They also check in regularly with our command staff to assure that we are receiving the service we expect. An example of this is demonstrated every year during Corrections Officer Appreciation Week. Trinity's District Manager Steve Weirich takes the time to purchase, prepare and serve food to our staff to show their appreciation of our partnership.

Washington County is pleased that we have partnered with Trinity Services Group to operate our food service program, and we highly recommend Trinity Services Group for any food operation. Please feel free to contact me with any questions.

Sincerely

Efic Hensley

Jail Administrator

Washington County, Texas



## **Accredited Facilities**

Many of the facilities Trinity serves have ACA, NCCHC, and various state or local certifications. We are committed to maintaining our clients' current accreditations or assisting with obtaining new certifications. We have provided a sample listing of accredited facilities where Trinity operates food service.

NAME	ACCREDITATION		CREDITATION
AZ DOC - Douglas	NCCHC	Louisville Metro Department of Corrections (KY)	ACA
AZ DOC - Douglas-Papago	NCCHC	Barnstable County Correctional Facility (MA)	ACA
AZ DOC - Eyman	NCCHC	Hampden County Jail (MA)	ACA
AZ DOC - Florence	NCCHC	MA DOC - Boston Pre-Release Center	ACA
AZ DOC - Plotetice	NCCHC	MA DOC - MASAC at Plymouth	ACA
	ACA; NCCHC	MA DOC - MCI Framingham	ACA
AZ DOC - Kingman (GEO)	NCCHC	MA DOC - Pondville Correctional Center	ACA
Z DOC - Lewis	ACA; NCCHC	MA DOC - South Middlesex Correctional Center	ACA
Z DOC - Marana Treatment Facility (MTC)		Dismouth County Correctional Excility (MA)	ACA
Z DOC - Perryville	NCCHC	Plymouth County Correctional Facility (MA)	NCCHO
Z DOC - Phoenix-Alhambra	NCCHC	Cape Girardeau Sheriff's Department (MO)	
Z DOC - Red Rock (CoreCivic)	ACA; NCCHC	Adams County Correctional ICE Processing Center (CoreCivi	ACA
Z DOC - Safford	ACA; NCCHC	MS DOC - Marshall County Correctional Facility (MTC)	
Z DOC - Safford-Fort Grant	ACA; NCCHC	Tallahatchie County Correctional Center (CoreCivic)	ACA NOON
Z DOC - Tucson-Sacrc	NCCHC	Crossroads Correctional Center (CoreCivic) (MT)	ACA; NCCHO
AZ DOC - Winslow	NCCHC	Dare County Detention Center (NC)	ACA
Z DOC - Winslow Apache	NCCHC	Wake County (South Wilmington Street Center) (NC)	ACA
Z DOC - Yuma	NCCHC	Cape May County Correctional (NJ)	NCCHO
Central Arizona Detention Center (CoreCivic) (AZ)	ACA; NCCHC	Cibola County Correctional Center (CoreCivic) (NM)	ACA
	ACA	NM DOC - Northwest New Mexico Correctional Center	AC
Cochise County Jail (AZ)	ACA	Roosevelt County Detention Center (NM)	ACA
loy Detention Center (CoreCivic) (AZ)	ACA	San Juan County Jail (NM)	NCCHO
lorence Correctional Center (CoreCivic) (AZ)	ACA	Santa Fe County Corrections (NM)	AC
a Palma Correctional Facility (CoreCivic) (AZ)		Torrance County Detention Facility (CoreCivic) (NM)	AC
Iohave County Jail (AZ)	NCCHC	Clark County Detention Facility (CoreCivic) (1999)	AC
aguaro Correctional Center (CoreCivic) (AZ)	ACA	Clark County Detention Center (NV)	AC
tay Mesa Detention Center (CoreCivic) CA	ACA	Nevada Southern Detention Center (CoreCivic) (NV)	
O DOC - Bent County Correctional Facility (CoreCivic)	ACA	Cayuga County Jail (NY)	AC
O DOC - Crowley County Correctional Facility (CoreCiv	ric) ACA	Niagara County Jail (NY)	AC
Paso County Jail (CO)	ACA	Mahoning County Sheriff's Office (OH)	NCCH
Pueblo County Sheriff's Department (CO)	ACA	Northeast OH Community Alternative Program (NEOCAP)	AC
Bay Correctional Facility (MTC) (FL)	ACA; NCCHC	OH DOC - Lake Erie Correctional Facility (CoreCivic)	AC.
Broward County Sheriff's Office (FL)	ACA; FMJS; NCCHC	OH DOC - North Central Correctional Complex (MTC)	AC
Citrus County Detention Facility (CoreCivic) (FL)	ACA	OH DOC - Northeast Ohio Correctional Center (CoreCivic)	AC.
Flagler County Detention Center (FL)	FMJS	Stark Regional Community Correction Center (OH)	AC
	ACA	Cimarron Correctional Facility (CoreCivic)	AC
Gadsden Correctional Facility (MTC) (FL)	ACA	OK DOC - Davis Correctional Center (CoreCivic)	AC
Graceville Correctional Facility (MTC) (FL)	FMJS	Marion County Juvenile (OR)	AC
lendry County Detention Center (FL)			AC
ake City Correctional Commitment Center (CoreCivic) (	FL) ACA	Butler County Prison (PA)	AC
ee County Sheriff's Office (FL)	ACA; FMJS	Erie County Prison (PA)	
Palm Beach County Jail Complex (FL)	ACA; NCCHC	Indiana County Jail (PA)	AC
Palm Beach County Sheriff's Office-Belle Glade Jail	ACA; FMJS	Keystone Correctional Service Inc. (PA)	AC
Pasco County Detention Center (FL)	ACAHC	Lehigh County Jail (PA)	NCCH
Sarasota County Jail (FL)	ACA	Schuylkill County Prison (PA)	NCCH
Seminale County Sheriff's Office (FL)	ACA	York County Detention Center (SC)	AC
it. John's County Jail (FL)	FMJS	York County Prison (SC)	AC
ibb County Jail (GA)	ACA	TN DOC - Hardeman County Correctional Center (CoreCivic	) AC
Carroll County Sheriff's Office (GA)	NCCHC	TN DOC - South Central Correctional Center (CoreCivic)	AC
	ACA; NCCHC	TN DOC - Trousdale Turner Correctional Center (CoreCivic)	AC
Cherokee County Sheriff's Office (GA)	ACA, NOCHO	TN DOC - Whiteville Correctional Facility (CoreCivic)	AC
Coffee Correctional Facility (CoreCivic) (GA)		West Tennessee Detention Facility (CoreCivic) (TN)	AC
olquitt County Prison (GA)	ACA		AC
ecatur County Prison (GA)	ACA	Eden Detention Center (CoreCivic) (TX)	AC
ekalb County Jail (GA)	ACA; NCCHC	Houston Processing Center (CoreCivic) (TX)	AC
BOP - McRae Correctional Facility (CoreCivic) (GA)	ACA	Laredo Processing Center (CoreCivic) (TX)	
enkins Correctional Center (CoreCivic) (GA)	ACA	T. Don Hutto Facility (CoreCivic) (TX)	ACA; NCCH
aurens County Law Enforcement Center (GA)	ACA	Webb County Detention Center (CoreCivic) (TX)	AC
tewart Detention Center (CoreCivic) (GA)	ACA; NCCHC	Tooele County Aging Services (UT)	AC
Vheeler Correctional Facility (CoreCivic) (GA)	ACA	Tooele County Jail (UT)	AC
Ronneville County Jail (ID)	NCCHC	Immigration Centers of America (VA)	AC
D DOC - Correctional Alternative Placement Program (N		Roanoke County Jail (VA)	AC
eavenworth Detention Center (CoreCivic) (KS)	ACA	Southside Regional Jail (VA)	AC
	UOU	Controlled Hogistical San (1.1)	



Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

Trinity Services Group, Inc. ("Trinity") from time to time may be a party to a claim incidental to the conduct of its business. Any such claims, individually or in the aggregate, are not material to Trinity's business, financial conditions, results of operations, cash flows or its ability to perform. Trinity takes all reasonable efforts, whenever possible, to amicably resolve any disputes or conflicts rather than incurring the cost and distraction of litigation. Over the past three years, Trinity has had no litigation with any client or governmental agency and no judgments have been entered against Trinity in any litigation. Presently, there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Trinity, which if decided against Trinity will have a material adverse effect on the ability of Trinity to fulfill its obligations under any contract which may arise out of this Request for Proposal.



## Why Trinity?

Trinity Services Group has provided quality food service for the corrections industry for more than 30 years. Operating food services in 40 states, Trinity is committed to providing customized, costsavings solutions for every size and type of food service operation. Our commitment to your staff and to your inmate population is to deliver a quality food service program, which includes good food, properly trained staff, a high emphasis on sanitation and cleanliness, fiscal responsibility and efficient response, while maintaining safety and security. Trinity deploys a comprehensive menu management (NetMenu™) system that requires weekly inventory and production closeouts. Our Food Service Directors are trained on each aspect of menu development to include food inventories, recipe management, portion controls, and billing detail. We believe that these comprehensive accounting and inventory control methods allow Trinity to monitor and control operations on a meal-to-meal basis far better than any of our competitors. These control methods also create a perpetual audit trail that can be reviewed at any time to validate recipe compliance.

## Why Choose Trinity?

- We are #1 in corrections operational experience with our focus on correctional food service.
- We have identified "What is Important to You" and developed our operation plan around achieving your goals.
- Our "One Customer" approach engages the resources of a national company applied with singular focus on your facility.
- We have proven years of trust and credibility as Food Service Provider.
- We operate with a flexible management style in order to meet and exceed your needs.



- We offer a cost-effective food program using Trinity's nationwide purchasing programs and menu management experience.
- We have a high level of cleanliness, organization and care of equipment in the kitchen.
- We implement detailed cleaning and sanitation schedules with checklists
- We implement and monitor food-handling procedures for:
  - Receiving
  - ¤ Inventory
  - **¤** Rotation
  - Dry, refrigerated and frozen storage
  - p Food Transport
  - ¤ Garbage Removal
  - a Other elements reflecting food service operation
- We provide ongoing employee training to ensure standards continue at optimum levels.
- We facilitate open communication and build a partnership with your facility by attending regular meetings and offering consultations where needed.
- Our implementation plan provides for a seamless transition



# E. Proposer Personnel and Organization



**Jefferson County Correctional Facility** 



# E. Proposer Personnel and Organization



## E. Proposer Personnel and Organization

People have always made Trinity Services Group successful. We dedicate ourselves to people – ours, yours, and your population. Our success hinges on great people, our passion for excellent service, and our performance standards that deliver great results. Together, these elements help create and sustain leadership for our company and our clients.

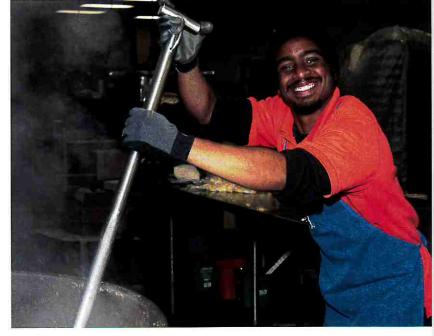
The expertise, understanding, and dedication of our staff enables us to anticipate and exceed our clients' needs. To retain good people, we have created incentives that include bonus programs, educational assistance, special event recognition, and awards for jobs well done.

Trinity offers our staff medical, dental, vision, short and long term disability, and additional benefits. As such, we expect them to be responsible, productive, and security and safety conscious. Staff wear company branded uniforms and are trained onsite by experienced personnel. Our employee handbook covers every aspect of employment with Trinity.

All Trinity candidates must pass a criminal background check and drug screen. Each facility has the option to review and approve candidates and perform their own background check before we offer a candidate employment.

## Main point of contact:

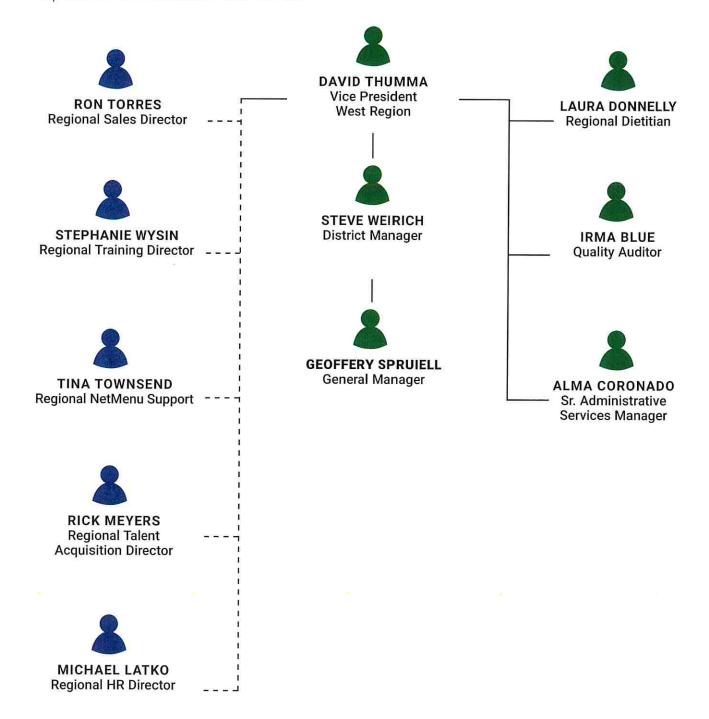
Ron Torres, Regional Sales Director 505-238-5365 Ronald.Torres@TrinityServicesGroup.com





## **Operations Support Personnel**

Trinity is proud of our key staff who will be involved with the Jefferson County project. Our team has a significant number of years of experience in Corrections Food Service!





## Right People in the Right Positions

The following personnel who will oversee Jefferson's operation have been in the same positions for over four years. None of our competitors can boast of such stability.

Steve Weirich is the District Manager who will be responsible for your account. Jefferson County will benefit from his executive-level involvement. Steve had worked as a General Manager and, five years ago, accepted the opportunity to return home as a District Manager. He has been a terrific addition to our regional team. Steve is a native Texan who has worked in correctional food service for 13 years. His attention to customer service and satisfaction ensures that your facility's food services will run efficiently, effectively, and how you envision it should operate. Steve lives in Humble, Texas.

**Geoffery Spruiell is the General Manager** who will be responsible for your account. Geoff comes with a stellar record of compliance, and his attention to detail ensures that your facility's food services will run efficiently and effectively every minute of every day. Your account will also benefit from Geoff's executive-level involvement. Geoff is a native of Texas and lives in nearby Waco. Geoff has been with Trinity for 15 years.

**David Thumma is our Operations Vice President**. He brings over 30 years of experience (26 years with Trinity Management) to your account. Again, this high-level management stability is unmatched by any of our competitors.

**Laura Donnelly, RD, LD, is our Registered Dietitian** and has over 23 years of experience as a dietician and has been actively working for Trinity for 15 years. Laura is currently responsible for all menu and diet development. Laura lives in nearby Mansfield, TX, and is a proud graduate of Texas Christian University.

**Ronald Torres is our Regional Sales Director**. Ron was promoted up the chain of command at Bernalillo County (NM), starting as a Corrections Officer in 1987 and becoming Chief of Corrections in 2005. In 2012 Ron retired as Chief of Corrections for Bernalillo County after 25 years as corrections professional. Ron is committed to constant contact with the Jefferson County Command Staff to ensure continued responsiveness and compliance.

The experiences of these key people and the other assembled team members will more than meet this project's needs and provide unparalleled service for your facility. We have been operating food and commissary in Texas for over 30 years and are excited to add Jefferson County as one of our food partners!



# David Thumma REGIONAL VICE PRESIDENT

## **Current Position with Trinity**

As Regional Vice President for the West Region, David Thumma is responsible for all aspects of correctional food service operations across the western region, managing private, county and state contracts. David supervises six District Managers and leads a team of over 1,000 employees, serving over 60 million meals region wide. David is involved in the implementation and standardization of management programs, as well as other needs for food service kitchens and warehouses throughout the region. This includes the state contract with the ADCRR.

## **Summary of Previous Experience**

David has been working in food service management since 1989, when he was a Shift Supervisor who provided food services to the U.S. Army, through a contractor, for 900 U.S. soldiers. He joined Trinity (formerly Canteen Correctional Services) in 1994 as a unit manager for the Meadows unit of the ADCRR and was promoted to General Manager and Area Manager, respectively.

David resides in Goodyear, AZ, and offices from Trinity's Arizona headquarters.



#### PROFESSIONAL BACKGROUND

## TRINITY SERVICES GROUP / CANTEEN CORRECTIONAL SERVICES

Regional Vice President 2022 - Present

> District Manager 2002 - 2022

Food Service Director 1994 - 2001

#### **US ARMY (CONTRACTOR)**

Shift Supervisor 1989 - 1994

#### CERTIFICATIONS

ServSafe® Certification

HACCP Certification USDA

ACA Accredited

#### **EDUCATION**

Buena High School



# Steve Weirich DISTRICT MANAGER

### **Current Position with Trinity**

Responsible for overseeing the management of all food service operations throughout Texas, Utah, Idaho, Montana and Kansas. Directs and coordinates salary and hourly employees within district, ensuring support and implementation of corporate programs. Monitors client services, food safety, sanitation, work safety and ongoing training for employees through site visits and operational audits. Accountable for financials to budget achieving set goals and developing district through expansion.

## **Summary of Previous Experience**

Steve has 27 years of food service experience, the last 11 in Corrections. He began his career in retail restaurant management and owned and ran his own cafe for three years. He moved into Corrections food service as a food service director, and promoted quickly from General Manager to District Manager for Trinity in 2018.

Steve lives in Humble, TX.



#### PROFESSIONAL BACKGROUND

#### TRINITY SERVICES GROUP

District Manager 2018 - Present

General Manager 2017 - 2018

Food Service Director 2016 - 2017

#### ABL

General Manager 2012 - 2016

Food Service Director 2009 - 2012

#### CENTER CITY CAFE

Owner/Operator 2006 - 2009

### **COUNTRY ROADHOUSE BUFFET**

General Manager 2002 - 2006

### **EDUCATION**

Guilford Technical Community College Business Coursework Ragsdale High School



# Geoffery Spruiell GENERAL MANAGER

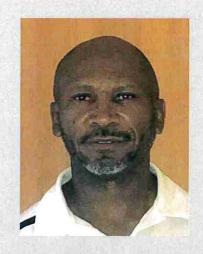
## **Current Position with Trinity**

Geoffery Spruiell is a General Manager with more than 18 years of food service experience. He is responsible for the management of Trinity employees, and supervision of Inmates within facilities. Geoffery helps facilitate the start up of new contracts, coordinates and supervise productions, merchandising quality, budgeting and cost control and participates in preparation of ACA Accreditation in selected facilities.

## **Summary of Previous Experience**

Geoffery has served as the Western Region Safety Champion for Trinity, where he conducted weekly safety training for multiple facilities and conducted quarterly safety inspections. He was the Food Service Director in Pueblo County, CO and a Security Guard for Wackenhut Corporation at St. Mary Corwin Hospital. Prior to that, he was a Sergeant for the Caldwell County Sheriff's Office in Lockhart, TX. During this time until 2013, Geoffery served in the Colorado National Guard and the US Army Reserves.

Geoff lives in Lorena, TX.



#### **CERTIFICATIONS**

#### TRINITY SERVICES GROUP

General Manager 2008 - Present

#### ARAMARK

Food Service Director 2005 - 2008

#### **WACKENHUT CORPORATION**

Hospital Security Guard 2003 - 2005

#### CALDWELL COUNTY SHERIFF'S OFFICE

Sergeant/Corrections Officer 2001 - 2003

#### MILITARY EXPERIENCE

#### COLORADO NATIONAL GUARD/ARMY RESERVE

92G Food Service Specialist/ 13B Cannon Crew Member 1992 - 2013

#### CERTIFICATIONS

ServSafe®

#### **EDUCATION**

Corrections Officer
Hays County Sheriff's Academy

Security Officer
Wackenhut Training Institute

PLDC - Ft. Hood, TX



# Laura Donnelly, RD REGIONAL DIETITIAN

### **Current Position with Trinity**

Laura is responsible for writing, analyzing, and maintaining menus and diets for a 14 state region including county jails, state prisons and Residential Child Care Institutions for the USDA National School Lunch and Breakfast Program. She provides day-to-day diet and nutrition support to over 80 food service accounts, including clinical dietary issues for inmate populations in consultation with medical providers.

Laura ensures compliancy of standards for various Federal, State, and local agencies including ACA, NCCHC, National School Lunch and Breakfast Programs, etc; supports clients during audits from various agencies.

She works closely with national sales team to develop menus and diets for contract requests from prospective clients, provides contract field support.

She also provides annual group training at associate conferences and on-site training for individual units

Laura resides in Dallas, TX.



### PROFESSIONAL BACKGROUND

### TRINITY SERVICES GROUP

Regional Dietitian 2007 - present

### **GREATER PHOENIX**

Nutritional Consultant 2005 - 2007

### TRIVITA, INC.

Health Coach Team Leader/Dietitian 2003 - 2004

### **PASCUA YAQUI TRIBE**

WIC Director/Nutritionist 2001 - 2003

### CERTIFICATIONS

Registered Dietitian credentialed by CDR

Licensed Dietitian in NM, OR, NV, ID, OH, MS, NV, UT

### MILITARY EXPERIENCE

USAF 1988 - 1993 E4 - Pharmacy Tech

### **EDUCATION**

Texas Christian University BS - Nutrition and Dietetics

Arizona Culinary Institute Culinary Certificate



## RON Torres REGIONAL SALES DIRECTOR

### **Current Position with Trinity**

Ron joined Trinity Services Group as a Regional Manager for it's commissary division in June 2013 and moved into sales as a Regional Director in 2015 covering Texas, New Mexico, Colorado and Oklahoma.

### **Summary of Previous Experience**

Ron is an accomplished Corrections Professional with 26 years of service in jail operations. He was promoted through the chain of command from Corrections Officer, Lieutenant, Captain, to Deputy Chief, and was appointed Chief of Corrections for Bernalillo County, NM, serving from 2005-2011. This included security of 2700 inmates and supervision of over 700 employees. Ron provided daily oversight of medical and mental health care, food services, commissary, laundry services, and facility maintenance and inmate records. Ron served on the Board of Directors for the American Jail Association from 2009 to 2013, the New Mexico Interstate Probation and Parole Board from 2007 – 2010, and the Governor's Blue Ribbon Commission on Children of Incarcerated Parent in 2009 and provided instruction as the NM Corrections Academy as a Certified Trainer. Ron was a Certified Jail Manager through AJA from 2009-2013.

Ron lives with his family in Albuquerque, NM.



### PROFESSIONAL BACKGROUND

### TRINITY SERVICES GROUP

Regional Sales Director 2015 - Present

Regional Manager - Commissary 2013 - 2015

### NEW MEXICO STATE UNIVERSITY CORRECTIONS OFFICER CERTIFICATION CENTER

Instructor 2010 - 2013

### BERNALILLO COUNTY METROPOLITAN DETENTION CENTER

Chief of Corrections 2005 - 2011

Corrections Officer, Lieutenant,

Captain, Deputy Chief 1987 - 2005

### CERTIFICATIONS

New Mexico Corrections Academy Certified Trainer

Certified Jail Manager, AJA

### **EDUCATION**

West Mesa High School



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### Support of Onsite Staff

Trinity's overall support program starts with the following foundation:

- An honest assessment of the local and regional labor market to ensure a stable living wage is allocated to our onsite employees ensuring operational stability and quality
- Policies and procedures in place are designed to meet the obligations of the contract, as well as meet all applicable standards and regulations monitored by local or corrections affiliated agencies.
- The Senior management team works through the transition process with the Jefferson County team.
- Corporate Trinity teams such as Human Resources, Accounting, IT, Payroll, Fleet Management, Purchasing, and Operations initiate the transition process.
- Aggressive recruiting begins the search for the qualified site staff team. Once we hire the team, an orientation and training process begins and moves through a schedule that tracks all components to ensure timely completion.
- Senior management works with the new staff (shadowing concept) through the transition and opening processes. Once established, the teams will slowly pull away and follow up with the site food service director and staff as needed.
- Senior management regularly returns to conduct site visits/audits to ensure all aspects of the agreement meet your satisfaction and provide any coaching, training, and additional support required.
- Our Dietitian, Human Resources, and other Corporate teams are always available via phone or email to provide support whenever needed. Our training department schedules sessions for production, safety, and ServSafe training. All Trinity food service employees are required to complete and maintain ServSafe certifications.
- Trinity encourages facility security training whenever applicable, so we
  are entirely aware of Jefferson County's expectations. Trinity maintains
  documentation of all logs or forms for easy inspection by the facility
  or visiting Trinity management.



### Availability of Management

On an ongoing basis, the Trinity Services
District Manager and General Manager will
visit at minimum twice per quarter and more
often if requested to ensure the highest
quality of food services. We will schedule
meetings for these visits with our designated
County liaisons and review the services
provided. If there are any issues or concerns,
we will immediately address them with our
onsite staff to resolve them.

Our District Manager is available 24/7, 365 days a year. We strive to return calls and emails to clients in hours, not days. Our Regional Dietitian will be onsite for your opening and will use her expertise to ensure our staff is trained on all special diets, both religious and medical. This training has proven to be very valuable to all associates to ensure they are doing the right thing from day one! Our initial training and ongoing training through our Star Chat program, Monthly Quality Assurance Checklist, and District Support visits will ensure that all our associates are well trained to provide quality service to Jefferson County.

### Management Plan for Supervision of Inmates

Managing inmate workers is a crucial part of Trinity's daily operations. Through the years, we have been a leader in the industry in developing effective and capable inmate workforces.

All kitchen inmate workers will be under the direct Trinity supervision at all times. Your Trinity Food Service Director will be a Certified ServSafe Instructor, and all supervisors are Certified ServSafe Food Safety Managers.

Supervisors brief the inmates on the meal plan when the shift reports, and any new inmates are assigned positions. New inmate workers receive a short briefing to welcome them and provide information on how things work in the kitchen. Our staff will provide training to all inmate workers in proper hygiene, sanitation, food safety, and other aspects of food preparation.

Typically, we start any new workers at the simpler jobs (such as sanitation, dishwasher, pot washer) and allow them to work their way up (baker, cook) by performing tasks correctly and showing the desire and results. A list of inmate workers will be maintained and updated as needed.

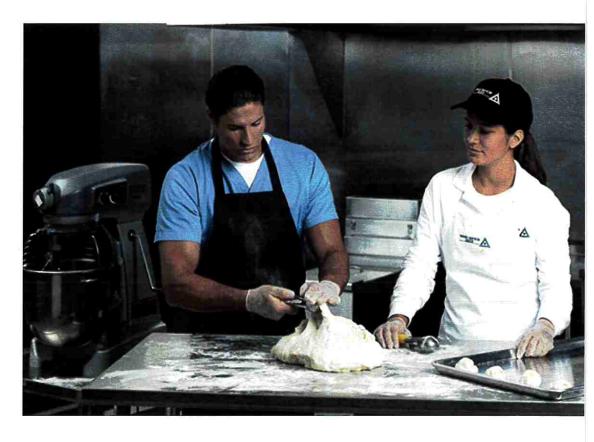
Trinity staff is instructed to work with the Officers to handle any disputes to ensure the operation runs smoothly at all times. We keep doors locked and instruct the inmates to remain in the break area during any downtime.



### STAFF/INMATE RELATIONS

Our staff knows that working in a correctional kitchen requires not just knowledge of food service, but an understanding of the correctional environment and the influences that mold and shape it. All Trinity staff receive extensive pre-service and ongoing training on the effective methods of inmate supervision, inmate training, inmate relations, and PREA training. Detailed job descriptions and designation of responsibilities, along with this training, enable staff to supervise production, sanitation, service, and clean up.

As correctional food service supervisors, our Food Service Directors are expected to become part of your system and controls. Although they are not correctional officers, they fill the gap created in the kitchen environment. To correctly bridge this gap and still accomplish all food service goals using inmate labor, they strive to gain the respect of the inmates. Respect is the one positive emotion that motivates all workers (inside or outside of a correctional environment) to accomplish the tasks required of them.





# E. Proposer Personnel and Organization

# Staffing Plan/Schedules

	Kitchen	hen	Friday	Sautrday	Sunday	Monday	Tuesday	Wednesday	Thursday
NAME	Wages	POSITION							
	70K	Food Service Director	0600-1500	RDO	RDO	0600-1500	0600-1500	0600-1500	0600-1500
	58K	Asst. Food Service Director	0200-1200	0600-1500	0600-1500	RDO	RDO	0200-1200	0200-1200
		Manager Daily Total	2			•		2	2
	\$24 Hourly	Lead FSS	0200-1030	0200-1030	RDO	RDO	0200-1030	0200-1030	0200-1030
	\$18 Hourly	FSS	0200-1030	0200-1030	RDO	RDO	0200-1030	0200-1030	0200-1030
	\$18 Hourly	FSS	0200-1030	0200-1030	RDO	RDO	0200-1030	0200-1030	0200-1030
T-1		Staff on the Floor Total	7	<b>b</b>	See Below in Relief	See Below in Relief	4	4	4
	\$24 Hourly	Lead FSS	0700-1530	0700-1530	0700-1530	0700-1530	RDO	RDO	0700-1530
	\$18 Hourly	FSS	0700-1530	0700-1530	0700-1530	0700-1530	RDO	RDO	0700-1530
	\$18 Hourly	FSS	0700-1530	0700-1530	0700-1530	0700-1530	RDO	RDO	0700-1530
		Staff on The Floor Total	4	4	4	4	See Below in Relief	See Below in Relief	4
Relief	\$24 Hourly	Lead FSS	RDO	RDO	0200-1030	0200-1030	0700-1530	0700-1530	RDO
	\$18 Hourly	FSS	RDO	RDO	0200-1030	0200-1030	0700-1530	0700-1530	RDO
	\$18 Hourly	FSS	RDO	RDO	0200-1030	0200-1030	0700-1530	0700-1530	RDO
		Staff on The Floor Total	Call In Coverage	Call In Coverage	4	4	4	4	Call In Coverage
ODR	\$20 Hourly	ODR / FSS	0400-1200	0400-1200	0400-1200	0400-1200	RDO	RDO	0400-1200
	\$20 Hourly	ODR / FSS	1200-2000	1200-2000	RDO	RDO	1200-2000	1200-2000	1200-2000
	\$20 Hourly	ODR / FSS	RDO	RDO	1200-2000	1200-2000	0400-1200	0400-1200	RDO

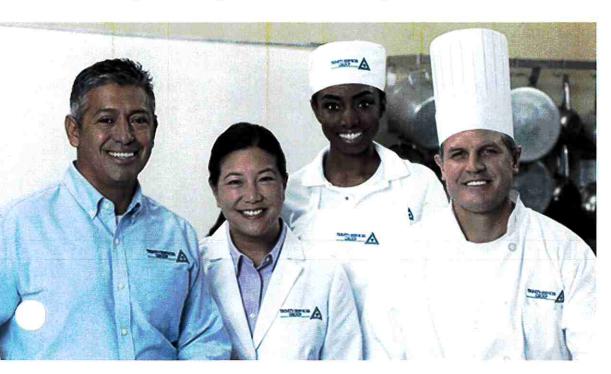


### Replacement of Key Staff During Absence

We have contingency plans in place to cover vacations, illness, and other unforeseen circumstances. These plans include on-call scheduling, cross-training, pre-screening associates from nearby facilities, and field teams. Arrangements are in place for all possibilities. The use of overtime or management assistance is the most successful option for covering sudden shortages in staffing until a more permanent solution is implemented based on the nature of the issue.

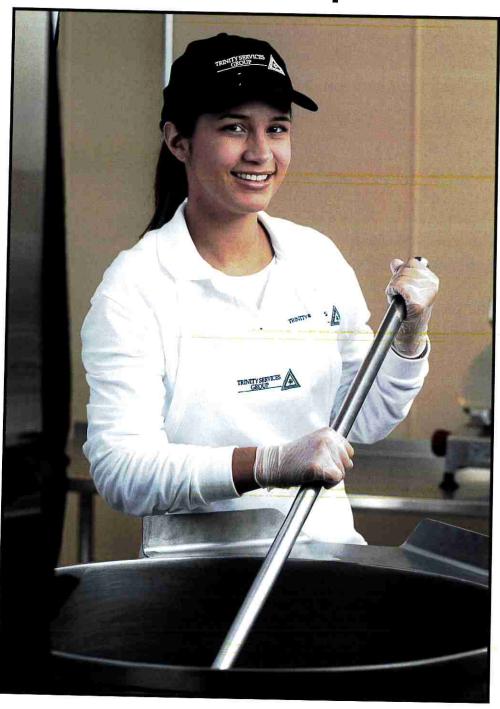
### INMATE RELIEF AND BACKUP PLAN

Typically, addressing the absence of inmate workers requires a joint discussion and a plan design that is effective for both Trinity and the County. Trinity maintains an extensive recruiting department that has developed networks of contacts with local temporary services agencies. Other options include using facility staff and other Trinity staff from the region. All of these options require discussion and negotiation. We will only seek to recover the additional costs we incur as a result of facilitating the staffing because of the shortage of inmate workers.





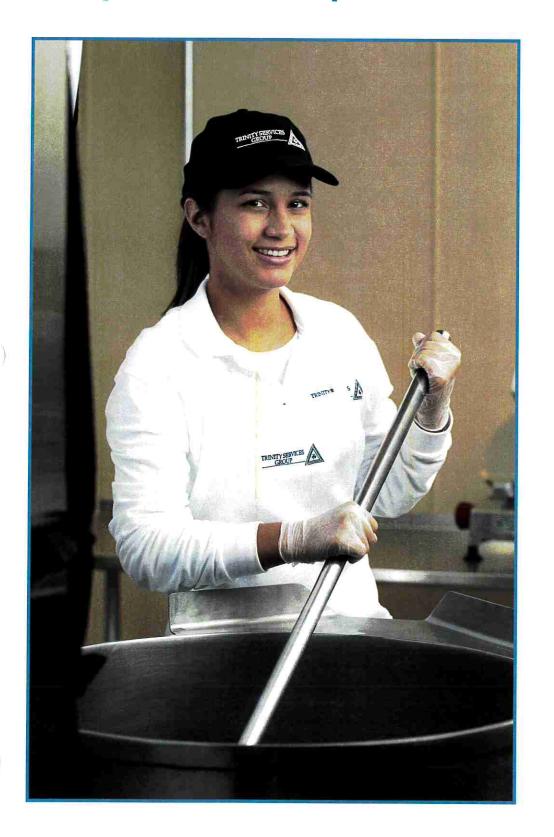
# Acknowledgement and/or Response to Request for Proposal



**Jefferson County Correctional Facility** 



# Acknowledgement and/or Response to Proposal



### Acknowledgement and/or Response to Request for Proposal

Trinity's has included an acknowledgment and/or response to each section of the proposal in this section, per the RFP requirements.

# SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

### 1.1 VENDOR INSTRUCTIONS

Trinity has read and understands.

### 1.2 GOVERNING LAW

Trinity has read and understands.

### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

Trinity has read and understands.

### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Trinity has read and understands.

### 1.5 PROPOSAL PREPARATION COST

Trinity has read and understands.

### 1.6 SIGNATURE OF PROPOSAL

Trinity has read, understands and will comply.

### 1.7 ECONOMY OF PRESENTATION

Trinity has read and understands and will comply.

### 1.8 PROPOSAL OBLIGATION

Trinity has read, understands and will comply.



### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

Trinity has read and understands...

### 1.10 GOVERNING FORMS

Trinity has read and understands.

### 1.11 IMPLIED REQUIREMENTS

Trinity has read and understands.

### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

Trinity has read and understands.

# 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Trinity has read and understands.

### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

Trinity has read and understands.

### 1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

Trinity has read and understands.

### 1.16 EVALUATION

Trinity has read and understands.

### 1.17 WITHDRAWAL OF PROPOSAL

Trinity has read and understands.

# 1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

Trinity has read and understands.

### **1.19 AWARD**

Trinity has read and understands.



### 1.20 OWNERSHIP OF PROPOSAL

Trinity has read and understands.

### 1.21 DISQUALIFICATION OF PROPOSAL

Trinity has read and understands.

### 1.22 CONTRACTUAL DEVELOPMENT

Trinity has read and understands.

### 1.23 ASSIGNMENT

Trinity has read and understands.

### 1.24 CONTRACT OBLIGATION

Trinity has read, understands and will comply.

### 1.25 TERMINATION

Trinity has read and understands.

### 1.26 INSPECTIONS

Trinity has read and understands.

### 1.27 TESTING

Trinity has read and understands.

### 1.28 LOSS, DAMAGE, OR CLAIM

Trinity has read and understands.

### **1.29 TAXES**

Trinity has read and understands.

### 1.30 NON-DISCRIMINATION

Trinity has read, understands and will comply.



### 1.31 CONFLICT OF INTEREST

Trinity has read and understands. Trinity warrants that, except for bonafide employees or selling agents maintained by Trinity for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, Trinity warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and Trinity, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

Trinity has read and understands.

### 1.33 WAIVER OF SUBROGATION

Trinity has read and understands.

# 1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Trinity has read, understands and will comply. We have included a Sample Standard Certificate of Insurance in our response.

### 1.35 INSURANCE REQUIREMENTS

Trinity has read, understands and will comply.

### 1.36 WORKERS' COMPENSATION INSURANCE

Trinity has read, understands and will comply.



# SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

### REMEDIES

Trinity has read and understands.

### TERMINATION FOR CAUSE AND CONVENIENCE

Trinity has read and understands.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Trinity has read, understands and will comply. We have included the certification in our response.

### DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

Trinity has read, understands and will comply.

### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Trinity has read, understands and will comply.

# RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Trinity has read, understands and will comply.

### **CLEAN AIR ACT**

Trinity has read, understands and will comply.

### FEDERAL WATER POLLUTION CONTROL ACT

Trinity has read, understands and will comply.

### DEBARMENT AND SUSPENSION

Trinity has read, understands and will comply. We have included the certification in our response.



### BYRD ANTI-LOBBYING AMENDMENT

Trinity has read, understands and will comply. We have included the certification in our response.

### PROCUREMENT OF RECOVERED MATERIALS

Trinity has read, understands and will comply.

### **ACCESS TO RECORDS**

Trinity has read, understands and will comply.

### CHANGES

Trinity has read, understands and will comply.

### DHS SEAL, LOGO, AND FLAGS

Trinity has read, understands and will comply.

# COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Trinity has read, understands and will comply.

### NO OBLIGATION BY FEDERAL GOVERNMENT

Trinity has read and understands.

# PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Trinity has read, understands and will comply.

# PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Trinity has read, understands and will comply.

### DOMESTIC PREFERENCES FOR PROCUREMENTS

Trinity has read, understands and will comply.

### AFFIRMATIVE SOCIOECONOMIC STEPS

Trinity has read, understands and will comply.



### COPYRIGHT AND DATA RIGHTS

Trinity has read, understands and will comply.

# SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

### 3.1. SUBMISSION OF PROPOSAL

Trinity has read and understands.

### 3.2 PRE-PROPOSAL CONFERENCE

Trinity has read and understands.

# 3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Trinity has read and understands.

### 3.4 TENTATIVE SCHEDULE OF EVENTS

Trinity has read and understands.

# SECTION 4. PROPOSAL FORMAT REQUIREMENTS

# 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Trinity has read and understands.

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Trinity has read and understands.

### 4.3 TRANSMITTAL LETTER

Trinity has read and understands. We have included a Transmittal Letter in our proposal response.



### 4.4 TABLE OF CONTENTS

Trinity has read and understands. We have included a Table of Contents in our proposal response.

### 4.5 EXECUTIVE SUMMARY

Trinity has read and understands. We have included an Executive Summary in our proposal response.

### 4.6 PROPOSER IDENTIFYING INFORMATION

Trinity has read and understands. We have included this information in our proposal response.

### 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

Trinity has read and understands. We have included this information in our proposal response.

# SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Trinity has read and understands.

### Scope of Services

Trinity has read and understands.

### Objective

Trinity has read and understands.

### Inmate Meal Standards

Trinity has read and understands. We have included menus and meal standards in the Trinity Operation Plan at the end of this section.



### Staff / Visitor Meals

Trinity has read and understands. We have included regarding menus and Point of Sale system in the Trinity Operation Plan at the end of this section.

### **Equipment/Supplies**

Trinity has read, understands and will comply.

### Terms

Trinity has read and understands.

### **Cost Submittal Rates**

Trinity has read and understands.

### Requirements

Trinity has read and understands.

### SECTION 6. PROPOSAL REQUIREMENTS

### 6.1 OBJECTIVE OF PROPOSAL

Trinity has read and understands.

### 6.2 PROPOSER EXPERIENCE

Trinity has read and understands. We have included this information in our proposal response.

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

Trinity has read and understands.

### 6.4 LAWS AND REGULATIONS

Trinity has read and understands.



# SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

# 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

Trinity has read and understands.

### 7.2 COST PROPOSAL

Trinity has read and understands. We have included the required cost proposal form in our response.

### 7.3 EVALUATION COMMITTEE

Trinity has read, understands and will comply.

### 7.4. EVALUATION PROCESS

Trinity has read and understands.

### 7.5 PROPOSAL EVALUATION CRITERIA

Trinity has read and understands.



### **Trinity Operation Plan**

Trinity's considerable experience with correctional food service has allowed us to refine our operating procedures to efficiently and cost-effectively provide a quality food service program.

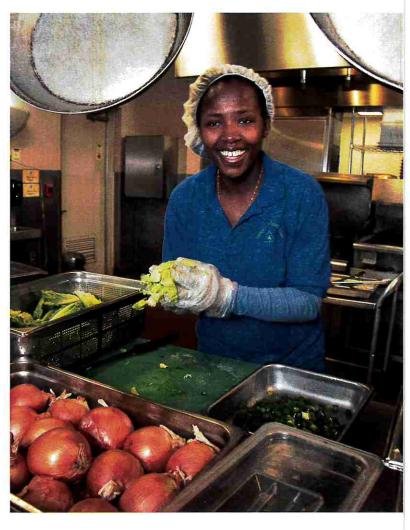
### **Operational Overview**

Our registered dietitians develop our menus and meal plans to meet the specified dietary requirements of your facility. Our procurement team ensures we have the best food and supplies needed to produce all your facility's required meals. Our management and kitchen staff are qualified and trained in the duties of

meal preparations and distribution. We are confident that we can establish an ideal meal program that works within your guidelines.

We have provided several critical components of our Food Service operations for your review on the following pages:

- Standards
- Menu Development
- Quality Assurance
- Staffing
- Meal Ordering & Delivery
- Inmate Labor
- Officer Meals
- Catering & Special Events
- Billing Procedures
- Communication & Problem Resolution
- Crisis Management Services
- Transition Planning





# Local, State and Federal Standards

**Facility:** Our Staff will use the procedures you have established as a benchmark for your operation. We will offer suggestions for improvements in cases where our process may amend your food service operation's security and quality.

**ACA:** Our Standard Operating Procedures meet ACA Standards at a minimum.

**NCCHC:** Our menus satisfy adult dietary guidelines for adults and nutritionally approved for incarcerated adults.

**HACCP:** We train Trinity staff to understand the specific hazards of food handling and the preventive measures necessary to ensure food safety.

**Texas Jail Commission Standards:** Our menu and operations comply with all Texas Jail Commission Standards.



### Menu Development

**Cycle Menus:** Menus are included in our proposal, developed to meet your requested daily nutritional goals and applicable standards.

**Special Diets:** Menus will follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction.

**Dietitians:** Our Registered Dietitians design and develop our menus to provide tasty, appetizing, wholesome quality food. They will regularly review the implemented menus and provide special diet menus and substitution guidelines as needed.

**Flexibility and Variety:** We will consult with your facility for approval on any menu substitutions and requests for menu changes that could be advantageous for the operation.

**Holiday Meals:** We will serve Holiday/ Spirit Lifter meals on your predefined days.

**Product Specifications:** We will meet or exceed your required product standards. Our product lines are in use and successful every day, in hundreds of operations across the country.

Production System: NetMenu® by Cbord is our web-based, back-of-the-house food service management tool. It enables our Staff to update standards and share common recipes and menus instantly, across all of our operations and access nutritional information, manage inventory and purchasing, and generate production reports.



Purchasing Programs: Our preestablished network of approved suppliers follows and meets HACCP guidelines and is thoroughly familiar with the quality of corrections-specific products used in our daily operations and the frequencies of deliveries and quantities needed.

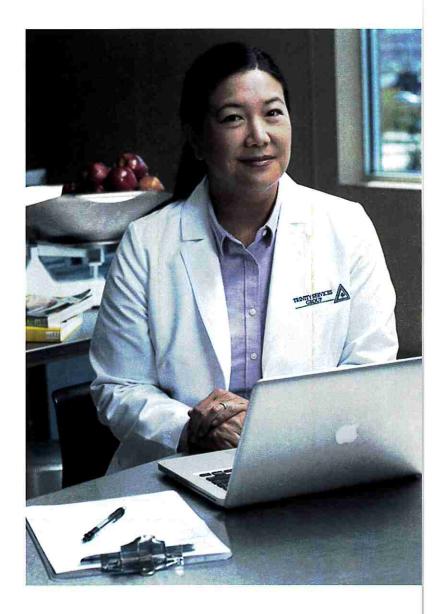
### **Quality Assurance**

We will prepare and serve food that meets or exceeds the terms of this proposed agreement, as well as ACA food service industry standards. Factors include:

- Food Safety portion control, temperature control, and recipe adherence and conversion
- Food Production System proper meal count forecasting, preparation, and product pull schedules
- Security Procedures procedures for chemicals, sharps, refrigeration, keys, and utensils
- Sanitation routine cleaning schedules and regular inspections to correct any deficiencies
- Safety in the Workplace open and close checklists, regular safety training meetings, and award incentives for safety champions

- Regulating Agency Compliance
  - inspection preparation programs and procedures
- Inventory product accountability, proper product labeling, storage, and stock rotation

We also have a full complement of policy and procedure manuals for use in our kitchen operations.





### Staffing

We will provide staffing necessary to maintain an efficient, safe, and secure operation. Trinity staff will supervise the inmate workers and ensure we meet food safety parameters and kitchen sanitation standards. Our wage rates and benefit programs are designed to attract and maintain a quality workforce. Key components include:

- District Manager Support
- Detailed Job Descriptions
- Competitive Wage and Benefit Programs
- ServSafe Training
- In-Service Training
- Human Resources Support
- Employee Recognition





### Meal Ordering and Delivery

Our Staff will prepare meals according to the meal count provided by the facility before each meal service. We will prepare meals using the cook-serve method, consistently portioning food items on the serving line into individual, thermal trays, and load them onto appropriate meal carts for delivery by housing location. We label Diet trays according to the inmate, type of diet, and housing location. The Housing Officer will verify the number of trays, and deliver them to the respective inmates. The meal delivery schedule will follow the facility's meal serving times.

### Inmate Labor

Trinity will use inmate workers for food preparation, serve/tray-line meals, and perform sanitation and cleaning of the kitchen, equipment, and the Officer Dining Room. They will be assigned a position and provided with the proper training and supervision needed to effectively handle food handling and safety, personal hygiene, and basic sanitation.





### Officer Meals

We can offer a program to your Staff that conveniently promotes nutrition, and a sample menu is in this response. This menu is a good sample, but we want to collaborate with you to understand your preferences better. We have programs available (and in use at other facilities) that include a hot/cold line with a salad bar and a cook-to-order snack bar style service.



### Catering and Special Events

Catering and Special Events could include meals, cookies, pastries, celebrations, cakes, or customized packages. Our on-site Staff can prepare fresh food items. We will review the needs of each specific occasion and mutually agree on an acceptable plan and cost.





### **Billing Procedures**

We will prepare and provide food service statements to your facility. The statements will reflect the exact number of meals served. Our transparent philosophy provides any backup material you require to ensure an easy to follow and open audit trail exists.

# Communication and Problem Resolution

You will receive a complete contact list of all appropriate support levels in our organization. Our Food Service Director will collaborate with Jefferson Countyz to establish an emergency call-in procedure in an emergency or failure to report. The Food Service Director will also become a liaison to your facility's management team and attend regularly scheduled meetings with your administration.

Should problems or concerns arise, we will work with you to resolve them as quickly as possible to satisfaction. We will follow your established policies on complaint resolution and develop a plan that meets your approval. Your Food Service Director will perform routine audits to ensure your satisfaction and compliance with the contract. Your District Manager will conduct a yearly review to ensure we meet all local, state, and federal regulations and standards.

### **Crisis Management Services**

To assist with critical incident response, Trinity is proud to be the first in the corrections industry to offer Crisis Management Services (CMS).

cms provides immediate response and advisement for any food-related emergency in the facilities we serve. Our team of Experts on Demand (EOD) is available to assist your Staff with incident response, 24/7. We believe that timely, precise direction can positively affect outcomes, and we want to do our part to bring swift resolutions to these types of incidents. The CMS program can also provide expert-generated afteraction reports to assist you with potential media inquiries, grievances, and lawsuits.

### **Transition Planning**

Our goal is to provide you with high-quality service on day one. Our knowledge of your facility and staff will help make the transition from your current operation to our full service operation very efficient and seamless. Transitioning to a food service vendor can be difficult and jeopardizes security if not planned well. Upon contract award, we will immediately request a Project Management meeting to establish our new partnership. Together, with your command staff, we will discuss all facets of the transition plan and modify the steps to make the transition seamless and relatively undetectable well before we ever serve a meal.



### **Operation Policies and Procedures**

We have provided the Table of Contents from our Operations Policies and Procedures Manual and our Policies and Procedures for Food Production for your review. Our manual is proprietary, but available to you on request.

	Table of Contents
160-12	
HR-10	MANAGER REQUIREMENTS
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QA-20	
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PRO-50	4 PRE PREPARATION PULL RECORD
PRO-50	TRAY LINE PLANNING DIAGRAM
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PRO-50	7 PANNING AND PORTIONING
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TK-001	NEW RECIPE IMPLEMENTATION PROCESS
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TK-003	TEST PILOT LOCATIONS
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TK-005	ACCOUNTABILITY PROCESS FOR TEST KITCHEN
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TTO-10	
TTO-10	



### Policy and Procedures Manual Excerpts

### Policies and Procedures Manual

TRINITY SERVICES GROUP

SUBJECT: FOOD PRODUCTION PLAN	PROCEDURE NUMBER: PRO-503
ORIGINATING DEPARTMENT: QUALITY ASSURANCE	DATE ISSUED: 5/1/2014
INITIATED BY: ACA STANDARDS F5055, F5056/ALDF STANDARDS 4A-05, 4A-06,4A-08/ACI STANDARDS 4-4314, 4-4315, 4-4317	SUPERSEDES: ALL PRIOR

The Food Production Plan is used as a management tool for control and accountability. It is an audit control point documenting the actual menu served, on what day, how much was prepared, how many residents were served, etc. It is a management tool to direct team members on what recipe to use, when to prepare items, who prepares the items, etc. This completed form must be kept on file

RESPONSIBILITY: All Foodservice Personnel

DEFINITIONS: None

STANDARD:

FS-055, FS-056/ALDF-4A-05, ALDF-4A-06, ALDF-4A-08/ACI-4-4314, ACI-4-

4315, ACI-4-4317

Written policy, procedure and practice require that food service staff plan menus in advance and substantially follow the plan and that the planning and preparing of all meals take into consideration food, flavor, texture, temperature, appearance, and palatability and that accurate records are maintained of all meals served

To assist in filling out the form correctly, please follow these directions:

- DATE: The day the meal will be served.

- DATE: The day the meal will be served.
  CYCLE: State the number of the menu cycle.
  DAY: Day of the week.
  MEAL: Breakfast, Lunch Brunch or Dinner.
  FORECAST: Forecast number of meals total and for each service line.
  ACTUAL: Record actual number of meals served total and by line.

- ACTUAL: Record actual number of meals served total and by line.

  MENU ITEM: List every item as it appears on the menu.

  RECIPE NUMBER; List the recipe number.

  PORTIONS TO MAKE. The projected number of meal to prepare. This amount should be filled in daily due to changing population counts.

  PARTICIPATION: Population Count Population of institution; expected percentage of participation of people fire.
- participation of each item.

  RECIPE: Indicate number of times to multiply recipe by to insure accurate recipe
- BULK TO MAKE: Indicate the total quantity of pans / gallons to make based on volume.

### Policies and Procedures Manual



### FOOD PRODUCTION PLAN

- SERVING PLAN: Indicate the size and quantity of pans / gallons of finished product.
  SERVING UTENSILS: Indicate the proper serving utensil,
  FOOD TEMPERATURES:

  Record cook to, holding and serving temperatures on production records.

  Enter the start, mid, and ending tood serving temperatures.

  Record time and temperature on food holding temperature log when transporting food.
- toos.

  LINE: Specify the amount of food for each of the serving lines (if applicable).

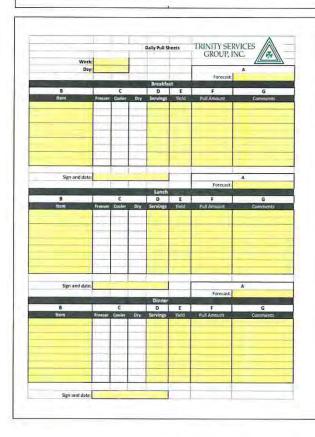
  TRANSPORT: Ensure proper amount of portions are being sent and temperatures are recorded. If food is removed from Temperature control, Time must be recorded on transport.
- log.

  TIME VS. TEMPERATURE: If Time is used as a control point, service and discard time must be documented. (4 hours US Food Code- Check local agency for required standard). 
  PORTIONS LEFT: Indicate the portions left over. 
  PORTIONS USED: Indicate actual portions served. 
  ACTUAL PERCENTAGE PARTICIPATION: Actual participation served by product.

### REQUIRED DOCUMENTATION:

- Food Production Program (Program Specific)

- Meal Projections
  Meal Count Sheets
  Substitution Logs
  Food Holding Temperature logs
- Quality Assessment Form
- Transport Log (Time & Temperature)





### MEAL COUNT CALCULATION FORM

Unit:	_	Date:	
Day:	-	Meal#:	
circle one:	BREAKFAST	LUNCH	DINNER

DINING HALL/SATELLITE TRAY SERVICE

. Beginning Tray Count

1. Travs added during service

Total Staff Travs served off line

D. Add line A. line B. and line C.

Total of travs left at the end of service . Subtract line E from line D - total meals served

BULK STYLE SATELLITE FEEDING SERVICE

. Meals sent out in bulk. ( number of pans divided by servings per pan )

. Callback amounts - How many servings called back for

C. Total religious & medical diets send per serving

Add line A, line B, and line C for total meals served.

Trinity Team Member Signature:



### **Food Preparation Procedures**

Trinity provides quality food service to the correctional environment. Our staff is always on alert, monitoring all phases of food production and service, which includes purchasing, receiving, and storage of food. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

Trinity's Food Production Plan is used as a management tool for control and accountability. It is an audit control point documenting the actual menu served, on what day, how much was prepared, how many residents were served, etc. It is a management tool to direct team members on what recipe to use, when to prepare items, who prepares the items, etc. This completed form must be kept on file for 3 years or local mandate.

Written policy, procedure and practice require that food service staff plan menus in advance and substantially follow the plan and that the planning and preparing of all meals take into consideration food, flavor, texture, temperature, appearance, and palatability and that accurate records are maintained of all meals served.

### **PROCEDURES**

- Date: The day the meal will be served.
- Cycle: State the number of the menu cycle.
- Day: Day of the week.

- Meal: Breakfast, Lunch Brunch or Dinner.
- Forecast: Forecast number of meals total and for each service line.
- Actual: Record actual number of meals served total and by line.
- Menu Item: List every item as it appears on the menu.
- Recipe Number: List the recipe number.
- Portions to Make: The projected number of meal to prepare. This amount should be filled in daily due to changing population counts.
- Participation: Population Count -Population of institution; expected percentage of participation of each item.
- Recipe: Indicate number of times to multiply recipe by to insure accurate recipe explosion.
- Bulk to Make: Indicate the total quantity of pans / gallons to make based on volume.



### Acknowledgement and/or Response to Request for Proposal

### **FOOD PRODUCTION PLAN**

- Serving Plan: Indicate the size and quantity of pans / gallons of finished product.
- Serving Utensils: Indicate the proper serving utensil.
- Food Temperatures:
  - Record cook to, holding and serving temperatures on production records.
  - Enter the start, mid, and ending food serving temperatures.
  - Record time and temperature on food holding temperature log when transporting food.

- Line: Specify the amount of food for each of the serving lines (if applicable).
- Transport: Ensure proper amount of portions are being sent and temperatures are recorded. If food is removed from Temperature control, Time must be recorded on transport log.
- Time vs. Temperature: If Time is used as a control point, service and discard time must be documented (4 hours US Food Code- Check local agency for required standard).
- Portions Left: Indicate the portions left over.
- Portions Used: Indicate actual portions served.
- Actual Percentage Participation: Actual participation served by product.



### **Accounting and Reporting**

Trinity has developed an integrated computerized reporting and accounting system specifically for the corrections environment. The system gives management all the information they need to operate an efficient food service operation, without tying them to their computers. Using the system, Managers can:

- Enter goods received and vendor invoices
- Input and track payroll
- Enter inventory each week
- Enter meal count data
- Generate client invoices
- Track budgetary matters
- Correspond as needed, via e-mail
- Receive online support, as needed
- Access the corrections support system, forms and policies
- Perform other functions, as required

Our administrative and production-based software solution offers an enterprise-based, centrally supported platform while allowing for infinite variables to address a single food service location's specific needs.





### NetMenu®

NetMenu® is a comprehensive, cloud-based, food service management system. Developed by CBORD, a leading provider of integrated technology solutions, it includes purchasing controls, menu planning, food production and forecasting, sales usage and waste tracking, inventory management, cost analysis and integrated nutritional analysis.

### PRIMARY NETMENU MODULES



Cycle Menu Development



Forecasting and Menu Planning



**Production and Service** 



**Purchasing and Receiving** 



**Inventory Management** 



Customized Actionable Reporting

### Cloud-based solutions offer more flexibility and create efficient teams.

- Maintained at an enterprise level, ensuring program integrity is preserved.
- Provides comprehensive costing and nutritional analysis.
- Powered by a multi-tiered architecture for data flexibility.
- The NetMenu® platform is a streamlined, global solution for food service operations.
   Users can plan menus, analyze costs, improve production efficiencies and reduce waste, while staff is able to focus on quality, timeliness and customer satisfaction.





### NetMenu®'s Cycle Menu Development module provides powerful tools for managing and analyzing Cycle Menus.

- Menus are created and analyzed by Trinity's registered dietitians.
- The module includes corresponding medical and religious diet menus.
- Cycle Menus can be created for various services such as bag meals, officer dining, juvenile NSLP, elderly nutrition program, etc.
- The web-based module is secure and managed exclusively by our registered dietitians.





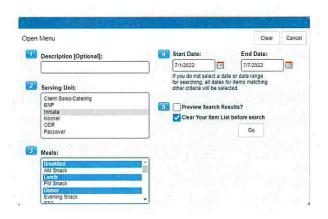


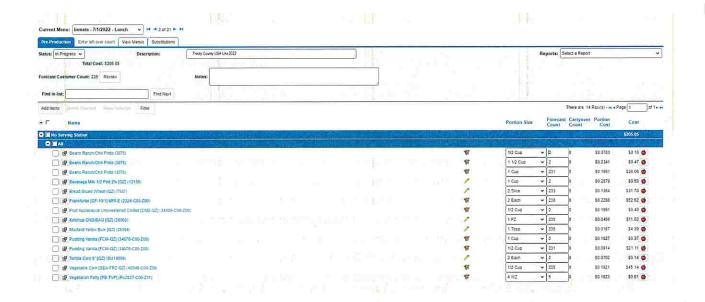




# Service Menus are working copies of the Cycle Menu.

- Service Menus provide a location for recording data and generating useful reporting
- Service menu meals can be adjusted at any time to ensure accuracy in recording approved substitutions, etc.
- Meal counts are forecasted for each meal, providing the most accurate information for production









### **Production and Service**

Production and Service module puts time-saving, cost-efficient production tools and reports at your fingertips:

- Production recipes
- Production documents and reports
- Advanced production activity documents
- Pre- and post-production cost analytics



may select one or more reports.		
Available Reports		
Advance Preparation List		
Advance Withdrawal List		Production Distribution Worksheet By Plating Area
Advance Withdrawal List - Compressed		Production Distribution Worksheet By Prep Area
Issue Requirements by Meal and Storage Location		Production Recipe
		Production Recipe w/Distribution Equipment Detail
Issue Requirements by Meal with Recipe Detail - Compressed		Production Recipe w/Distribution Equipment Summary Only
Issue Requirements by Purchase Group		Production Recipe with Nutrition
Issue Requirements by Storage Location		Production Summary by Distribution Equipment
Order Requirements		Production Summary by Distribution Equipment - Compressed
Production and Service Worksheet with Temperatures		Production Summary Worksheet with Temperatures
	Available Reports  Advance Preparation List  Advance Withdrawal List  Advance Withdrawal List - Compressed  Issue Requirements by Meal and Storage Location  Issue Requirements by Meal with Recipe Detail  Issue Requirements by Meal with Recipe Detail - Compressed  Issue Requirements by Purchase Group  Issue Requirements by Storage Location  Order Requirements	Available Reports  Advance Preparation List  Advance Withdrawal List  Advance Withdrawal List - Compressed  Issue Requirements by Meal and Storage Location  Issue Requirements by Meal with Recipe Detail  Issue Requirements by Meal with Recipe Detail - Compressed  Issue Requirements by Purchase Group  Issue Requirements by Storage Location  Order Requirements

### RECIPES

Standardized recipes are easy to understand and provide important information relevant to production and operational needs.

- Serving pans and utensils are specified for production accuracy and portion control.
- Yield and portions for each recipe are automatically scaled to match what was forecasted for each menu and diet type.
- Every ingredient is listed with inventory numbers to further ensure product accuracy.
- Recipes can be customized for each facility's needs and set for batch cooking.

2022-Trinity Co	metry toll LIEA		All
Friday 7/1/202:			Lunch
Beans Ranch/	Chili Pinto (3075)		
Cooking Time Cooking Temp Internal Temp	Serving Pan: Pan Full. Serving Utensil.	201100	Vield: 355 5"Pan Sons: (see below)
ingredients & Ins	muclions.		
- Onion Yellow i		49	ound 11 Ounce
	med and 1/2" diced		
<ul> <li>Beans Pinto D</li> </ul>		33	Pound
Cleaned & P.		119	1/7 Gallon
- Water (12345)		.70	1/2 Gallon /4 Dunce
- Saft (27029)	Tax = 1000000000	0.53	lud Cz 2 Tablespoon
	1 Black (8527026)		4 Ounce
<ul> <li>Gartic Granula</li> </ul>		1,000	tunce
- Chin Powder (		III TO SEE	Salon
<ul> <li>Tomato Paste</li> </ul>		1.5	Na Gr
Procedure:			
1. In appro	oriate cooking vessel place all ingredien	ts. Bring to a boil. Cove	\$4.
covered	2 ½ to 3 hours until beans are tender. Ad CCP - Cook to a temperature of al least 1 o appropriate serving pans CCP - Hoke es at least every 2 hours - Do not mix of	45° F. for a minimum of I for hot service at 140°	15 seconds.
Distribution		Portions	Yield
Inmate 7/1/2022 Lune		1120e	205 t Pan
Inmate	3	231 134	361 6"Pan
7/1/2022 Lune			

2022-Trinity County Jail USA



ReportDate 7/1/2022 11:42:27 AM

### Acknowledgement and/or Response to Request for Proposal

### PREP AND PULL SHEETS

Prep and Pull Sheets outline what foods to pull from the freezer and/ or prepare in advance, and in what quantities, for any particular meal.

2022-Trinity County Ja	ILUSA		For Use On: 7/10/20		
Item Name			Qty	Issue Unit	
Storage Location:		Bins			
Egg Patty/Scrambled Random			2.0700	Pound	
Storage Location: Co	oler-1	Bins			
Margarine Solids		case	11.6000	Pound	
Beverage Milk 1/2 Pint 2% [QZ]		each	1.0000	1 Each	
Margarine PC		kosher - case	0.2278	12 Pound	
Storage Location: Dr	Storage-1	Bins			
Breakfast Blend			1.5500	46 Ounce	
Mix Muffin Blueberry		baker	45.0000	Pound	
Applesauce Unsweetened CND		can	10.0000	#10 Can	
Oil Vegetable Salad		case	0.0100	Pound	
Beverage Sugar Free Orange PC		kosher - case	1.0000	1 Each	

### PRODUCTION WORKSHEET

The Production Worksheet details all menu items required for a meal, as well as the quantities required for each.

- This worksheet documents what food is produced, served and consumed, as well as food temperatures and the time they were taken.
- The production worksheet also provides a history of meals served, and is utilized to determine preferences for future menu planning.

Production and Service Worksheet with Temperatures 2022-Trinity County Jail USA Meal: Breakfast Service Date: 7/10/2022 Prep Area: All 2022-Trinity County Cooking Temp Holding Temp Serving Temp Serving Temp Serving Temp Jalf USA Item Name Portion Size Utensil Recipe Yield Temp/Time Temp/Time Temp/Time Temp/Time Temp/Time Beverage Dairy Drink Vanilla [FCM-QZ] (37926-C00-Z00) 15.63 1 Gallon 1 Cup Gloved Hand Beverage Milk 1/2 Pint 2% [OZ] 1 Cup 1 1 Each 1 1 1 1 Beverage Sugar Free Orange PC (0006796) 1 Each 1 1 1 Cereal Frosted Flakes Bulk (QZ) 1 1 Cereal Oalmeal [OZ] (32588-C00-Z00 1 Cup 0.07 6" Pan 4 Cereal Oatmeal Sweet [QZ] (35424-1 1/2 Cup 0.03 6" Pan 1 1 Cereal Oatmeal w/Margarine Sweet [OZ] (38123-C00-Z00) 5.63 6" Pan 1 Cereal Oatmeal w/Margarine Sweet (OZ) (38123-C00-Z00) 2 Cup 0.07 6" Pan 1 1 1 1 Egg Scrambled [RND-QZ] (35543-C00 Z00) 11 3 WZ 1 1 Cup 1 0 04 6" Pan 2 1 1 1 Fruit Applesance Unsweetened Chilled [CND-QZ] (34066-C00-Z00) 1/2 Cup Scoops #8 1.92 6" Pan 1 1 Fruit Fresh Apple 113 Count (0014082) 1 Each 5 1 Each Jelly Diet Assorted PC 7/16 Oz (990314) 1 Each Gloved Hand 5 1 Each 1 1 Margarine PC (TR990585) 0.23 12 Pound 1 Each 1 1 1 Muffin Blueberry [MX1-QZ] (34646-1/54 Cut 1 Sheet Pan 1 Muffin Blueberry [MX1-QZ] (34646-8.93 Sheet Pan 2/54 Cut

Signature Corrective Action:

\* Item was aiready produced on previous day.

Minimum Cooking and Holding Temperatures: Seafood-including fish. - 145° F for 15 seconds:

All products thawed under refrigeration keeping its temp F Reheat Foods to 165° F for at least 15 seconds

Poultry and casseroles 165° F. "15 seconds Hot Holding 140° F or above temp taken every 2 hours

Ground Meat: including beef, and ground seafood 165° F

Cold Holding 40°F or below, temps taken every 30 min - not to exceed 6 hours



### POST-PRODUCTION COST ANALYSIS REPORT

# The data from Service Menus culminate in post-production cost analysis reports that capture real-time data for each menu.

- Reports forecast counts, actual counts and variances for each meal.
- Reports total cycle menu cost and cost per meal served, which reflects the cost of the dietician-approved menu.
- Reports total ideal menu cost and cost per meal served, which reflects the cost of the service menu that was produced (including menu substitutions).
- Reports total reported menu cost and cost per meal served, which reflects the total cost of all portions manually recorded on the service menu.
- This report also provides cost variances.

		-		
Pos	t-Production	Cost	Anal	VSIS

Inmat	nmate Service Report Period 4/29/2022 - 5/5/2022												2	
		Forecast Count	Actual Count	Count Var	Cycle Menu Cost	Ideal Menu Cost	Reported Menu Cost	Cycle CPM	Ideal CPM	Reported CPM	Reported vs. Ideal	Ideal vs. Cycle	Reported vs. Ideal CPM	Ideal vs. Cycle CPM
Breakf	ast													
Fri	4/29/2022	484	477	-7	265.57	260.13	272.47	0.557	0.545	0.571	12.34	-5.44	0.026	-0.011
Sat	4/30/2022	484	469	-15	277.90	199.23	220.93	0.593	0.425	0.471	21.70	-78.66	0.046	-0.168
Sun	5/1/2022	484	471	-13	256.07	253.20	275.94	0.544	0.538	0.586	22.74	-2.87	0.048	-0.006
Mon	5/2/2022	484	480	4	267.17	264.27	282.78	0.557	0.551	0.589	18.51	-2.90	0.039	-0.006
Tue	5/3/2022	484	493	9	385.27	382.30	392.58	0.781	0.775	0.796	10.28	-2.97	0.021	-0.006
Wed	5/4/2022	484	477	-7	281.52	278.66	291.02	0.590	0.584	0.610	12.38	-2.86	0.026	-0.006
Thu	5/5/2022	484	477		294.11	419.24	440.91	0.617	0.879	0.924	21.67	125.12	0.045	0.262
В	reakfast Totals	3388	3344	-44	2,027.61	2,057.04	2,178.63	0.606	0.615	0.651	119.60	29.42	0.036	0.009

One example of many analytical reports available.





### Purchasing and Receiving

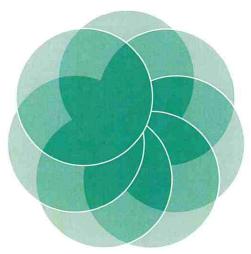
### NetMenu®'s purchasing module is unique to the industry.

Sends orders electronically to vendors with digital ordering capabilities.

Creates orders for PAR stock items.

Analyzes on-hand and on-order products for accurate quantities.

Developed by CBORD in collaboration with Trinity's Support Services Group.



Provides detailed ingredient information:

- Where it is required during the specified order dates.
- How many times it is required in the specified order dates.
- How much will be on hand on any given day.

Creates order requirements by vendor for all items needed to produce meals for a specified date range.



Current Order:

PO Number:

Confirmation:

Status: In Progress

Select an action V

Vendor EDI - 2022-Trinity County USA - 2022-2022

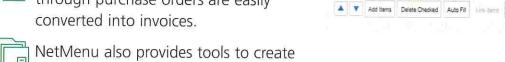
### RECEIVING



Invoices from Broadline Vendors that interface electronically (EDI) will automatically be imported for receiving.



All non-EDI vendor orders created through purchase orders are easily converted into invoices.





invoices from scratch, from previous invoices or from order templates.



As invoices are finalized in NetMenu, inventory, recipes and menu pricing are updated automatically.a history of meals served, and is utilized to determine preferences for future menu planning.



H 4 10/2 P H

Delivery Date: 5/5/2022

Receive Date 5/5/2022



### **Inventory Management**

The accurate and timely recording of inventory is one of the most important aspects of the Inventory Management module. NetMenu has customized reporting that verifies all product movement, from the time it arrives at the facility until it is utilized in meal service.



CUSTOMIZABLE INVENTORY WORKSHEET



WEEKLY INVENTORY COUNTS



WAREHOUSE AND STORAGE CONFIGURATION



PAR LEVELS AND REORDER TRIGGERS



PURCHASING MANAGEMENT FOR NON-MENU RELATED ITEMS



**CONTINGENCY STOCK** 



**TRANSFERS** 



**INVENTORY ANALYSIS REPORTS** 





### Customized, Actionable Reporting

The Trinity Support Services team, in collaboration with CBORD, has developed a one-of-a-kind, robust, industry specific reporting system within NetMenu®.

- This reporting is designed to address metrics unique to our industry.
- These reports can help facilities maximize efficiencies, develop strategies to address changing operational conditions and achieve the highest level of effectiveness.
- Trinity has also developed highly customized data analytics from the enterprise level of NetMenu, allowing us to proactively respond to ever-changing market conditions.
- This customized reporting platform and resulting data is available to Trinity customers as part of our efforts to offer the most cost-effective. efficient operations possible.
- Unit-level data analytics are performed daily, weekly and monthly.
- Enterprise-level data is consolidated and analyzed weekly and monthly.

### **EXAMPLES OF REPORTS AVAILABLE**



Item Sizing and Nutrition Reports



🎇 Item and Recipe Reports



Cycle Menu Planning Reports



🍇 Inmate Reports



Froduction Reports



👊 🛚 Service Reports



Purchasing Reports



Inventory Reports



View Scheduled Reports



Data Export Reports



**Issuing Reports** 





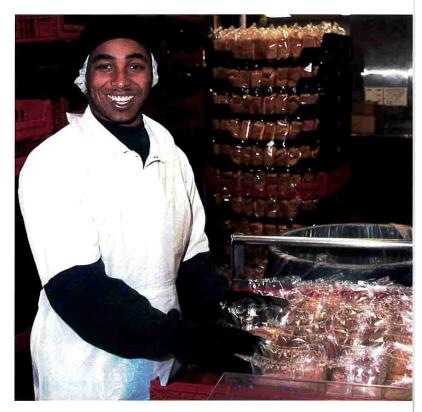
# **Training**

Trinity Services Group believes that the key to successful food service lies in the quality of the people who manage the program. Whether senior management, unit managers, or supervisors, we are committed to producing and delivering the most innovative and effective associate development plan. We offer dynamic learning programs, leadership, management skills, interpersonal relations, human resource administration, client satisfaction, and financial accountability, and validate this commitment and belief.

# **Our Training Commitment**

The training and organizational development department at Trinity Services Group is called **The People Development Team** for good reasons. Most important is our intent to support the growth of all our team members both professionally and personally and to make good on the promise of our Core Values and Mission Statement.

We guarantee the Jefferson County Correctional Facility a management and operations team that is the best in the business. We select, train, and promote people who have the skills and abilities to motivate and mentor hourly staff and inmate staff.



Our commitment to training begins on day one. Every team member begins their career with extensive orientation training as our new team members are introduced to the payroll system and benefits plan. From



# Acknowledgement and/or Response to Request for Proposal

there, it is on to our Learning Management System (LMS), which opens the door to a world of knowledge and opportunity through learning and training.

All team members complete our ACA recognized Rookie's Fast Track program within days of hire. Throughout the new team member's onboarding, they will be paired with a **POINT** (Pairing Outstanding Individuals to Nurture Talent) person at the facility to guide them through their training.

The commitment to training continues with all Trinity team members receiving Civil Treatment training which conveys Trinity's policy on behavioral expectations toward coworkers, our client, and the inmate population.

Our Managers and Directors receive further extensive training starting with our onboarding training for new and newly promoted leaders, Coach's Fast Track.

Along with Civil Treatment Workplace for Leaders, Trinity Leaders will attend "Communication: Connect through Conversation," which helps to enable our leaders to better communicate with coworkers, clients, and inmates. After this training foundation, there are many training options available, from Diversity Inclusion to Time Management.

The District Manager, General Manager, and Regional Dietitian conduct on-site training for all associates at the contract's inception. Training includes, but not limited to:

- Contract Specifications and Compliance
- Menu, Production, Tray Line Supervision and Special Diets
- Contingency Plans
- Management Log Book
- Quality Assurance
- Security
- PREA
- Games Criminals Plays
- Inmate Supervision
- Inmate Relations
- Food Presentation
- ServSafe® Food Handler Certification
- Time and Temperature Controls
- Satellite Delivery Training
- Trinity Policies and Procedures
- Jefferson County Correctional Facility
   Policies and Procedures
- Sanitation Procedures for all Areas of the Kitchen

Our managers are leaders — Our managers care that the job gets done right, not only the first time but also continuously. They care about the associates who do their jobs, foster common values, and deliver superior service.



### Orientation

In addition to having each new associate complete Jefferson County Correctional Facility's Orientation Program, Trinity offers a comprehensive orientation process called "Rookie's Fast Track." We facilitate this two-week program in a virtual classroom environment that allows for interactive webinar training and interactive sessions with the team member's POINT and Food Service Director. A basic outline of the Rookie's Fast Track training is below.



		ROOKIE'S FAST TRACK	
Veek	Dav	Topics	<b>Delivery Method</b>
	1	Intro to Client	FSD
		New Hire Orientation	Webinar
		Intro to Team Members	POINT
		Outline Training Program/Expectations	FSD
		Common Sense Common Practice	Video
		Review Daily Operations	FSD
		Games Criminals Play: How You Can Profit by Knowing Them	Book/Webinar
		Prison Rape Elimination Act (PREA)	Webinar/Video
		Inmate Supervision Do's and Don't's	Webinar
		On the Floor - Managing a Shift	POINT/POM Chart
	2	Contraband	Webinar
		Tool Control	Webinar
		Key Control	Webinar
		Chemical Control	Webinar
		On the Floor - Managing a Shift	POINT/POM Chart
	3	Basic Food Bourne Illness	Webinar
		Cross Contamination	Webinar
		Cleaning and Sanitation	Webinar
		Clothing Contamination	Webinar
		Safe Food Environment	Webinar
		Review Health Inspection Report	Webinar/FSD
		Line Setup	POINT
		On the Floor - Managing a Shift	POINT//POM Chart
	4	On the Floor - Managing a Shift	POINT/POM Chart
	5	On the Floor - Managing a Shift	POINT/POM Chart



Week	Day	Topic	Delivery Method
2	1	Rules of Storage	Webinar
		Proper Food Thawing	Webinar
		Proper Food Cooling	Webinar
		Proper Food Reheating	Webinar
		Taking Temperatures	Webinar
		Storage Areas	POINT
	2	Proceedings of the West	
	2	Proper Leftover Handling	Webinar
		Proper Portion Control (Line)	Webinar
		Recipe Compliance	Webinar
		The Food Flow	POINT
	3	Pan & Portion Control (Production)	Webinar
		Financial Impact Knowledge 101	Webinar
		Dishroom	POINT
	4	Production/Serving/Line/Production Paperwork POINT	DOINT
			POINT
	5	Sanitation	POINT
3		ServSafe Training	Handler's Test

### **POINT Program**

The **POINT** program is designed to support new employees' orientation to Trinity by pairing them with an experienced employee (the POINT) to help navigate the first 90 days. Responsibilities of the POINT include:

- Being an informal resource for the new employee on policies, procedures, work rules, and norms
- Identifying support resources for the new hire's first 90 days
- Providing additional introductions and help the new employee get to know other employees
- Helping identify factors that may cause the new hire to leave
- Meeting with the new employee regularly to provide support, answer questions, and offer assistance.

POINTs are rewarded incentive points in Trinity's Reward and Recognition Program.





### Coach's Fast Track

Coach's Fast Track is additional training that is structured for all of our leaders to help guide them through leadership in Correctional Food Service. Coach's Fast Track gives our leaders the tools to lead in a high-paced and detailed environment. This platform touches on employee management through PREA risks, the importance of facility policies and procedures and facility safety, additional food safety protocols, and inmate supervision. Together with our Rookies Fast Track, this training prepares our leaders for their role in Correctional Food Service. Examples of topics covered are following.

- 7 Business Habits
- Audit & Health Inspections
- CBORD Intro
- Client Relations and Management Billing
- Developing Yourself and Others
- Employee Scheduling
- Fire Extinguisher Training
- First In First Out (FIFO)
- Food Production Safety, HACCP, Temp documentation
- Food Service Production Line Set-up
- Games Criminals Play
- Hazard Analysis Critical Control Point (HACCP)
- Heavy Lifting
- Identify Clothing Contamination
- Inmate Food Management
- Inventory High/Low Limits
- Kosher Training
- Ultipro
- Management of Inventory Verification Reports (IVRTs)
- Manager Orientation On-Demand)
- Manager's Checklist & Instruction
- Managing Food Cost
- Managing Forecasting & Planning
- Managing Inventory Process
- Managing the Flow of Food Process
- Menu Cycles in CBORD (Video)
- Near Miss
- · One Minute Manager

- Operational Performance Analysis (OPA)
- Operational Work Schedule
- · Personal Hygiene Employee & Inmate
- Portion Control & Leftovers
- Pre & Post Meal Management
- PREA
- Proactive employee Relations
- · Pulls & Food Production
- Quality Assurance Manual
- Quality Assurance Readiness
- Restaurant Management System
- · Rewards & Recognition Program
- Safe Workplace Environment
- Safety and Sanitation Handbook
- Safety in the Operation
- Safety Incident Reports
- Service Temp & Transport Temp of Food
- ServSafe® Manager Certification
- STAR Chat (A Better Leader)
- POINT Program
- The Basics of Foodborne Illness
- The Big Six (Foodborne Illness)
- TKC Employee Policy Requirements
- TKC LMS Website
- TKC Policy Handbook
- Understanding the Value of a Penny
- Weekly Closeout
- ZAPP



### STAR Chat

Trinity understands that training is an ongoing day to day importance. That is why we have STAR Chat, **Supervisor Training and Reinforcements.** STAR Chat is a monthly publication that is provided to remind our leaders and the Food Service supervisors of important food handling topics. We cover topics like Time and Temperature control, Proper storage habits, Cross Contamination by hands and gloves, proper personal hygiene and more. This training, together with all of our training programs is tracked via our TKC training platform.



STAR Chat communicates Trinity's expectations of our employees, the reasons specific actions are necessary and helps our employees become active participants in ensuring your facility is safe, secure, and efficient. STAR Chat sessions also enable Trinity to communicate



important company information to each of our employees. Each monthly distribution includes several topic outlines and a facilitator's checklist. The unit manager holds at least one session every month for all employees and completes an attendance verification sheet for the meeting. STAR Chat also includes ongoing management training. The following examples are from recent Star Chat monthly training.

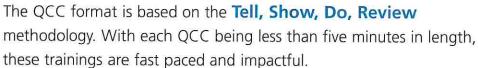


### QuickCore Competencies (QCC)

**Quick Core Competencies (QCC)** - Is an extremely effective and efficient series of job skills trainings for Trinity Food Service Supervisors and Food Service Workers.

QCCs cover a wide range of topics which include:

- Food Safety
- Facility Safety
- Food Preparation
- Sanitation
- · Therapeutic Diets, and much more



Most QCCs come with a printable Job Aid that is intended to be used by Trinity staff to train kitchen inmate workers on the same skills.





### Acknowledgement and/or Response to Request for Proposal

### Welcome Letter APRIL 2021

All TKC Holdings Employees,

STAR Chat has the latest information and reminders for managers and employees in the field regarding our Commissary and Food Service operations.

### The focus for this month includes:

Leader Articles: Leaders Corner - CEASE PREA

Awareness Month

### Operations Articles:

- IMS TIPS
- UltiPro Tips
- Commissary Safety Leaders
   Q/A Cross Contamination by Hands
   Common Sense Common Practice -Employee Health
- March Workers Compensation
- Good Catch Catch Em Programs

May – QA Article, Commissary Safety, Workers' Compensation and Safety Good Catch Program, Common Sense Common Practice, Leaders Corner,

As always, we strive to provide you with the tools to assist you in the operation and if there are any topics that you would like to see please email Jorge Blanco.

Regional Director of People Development Southeast & Caribbean Regions Jorge.Blanco@tkcholdings.com

A system of identifying employees who present a risk of transmitting foodborne pathogens, and excluding or restricting their activities, is necessary to prevent transmission of foodborne illness to customers or other employees by infected food-handlers through food or utensils.

Fact: One of the two ways in which becomes contaminated is from the lack of poor person hygiene. This includes maintaining yourself in good health.

The Food Service Director and/or the person in charge, must require all employees to report to them information about their health and activities as they relate to diseases that are transmissible through food.

REPORT IT!

It is the responsibility of the Food Service Director and/or other person in charge to convey to employees the importance of notifying them of specific medical symptoms, previous illnesses, and high-risk conditions.

It is the employee's responsibility to report the required health information in a manner that allows the manager to prevent the likelihood of foodborne disease transmission, including the date of onset of symptoms or of an illness, if the employee is diagnosed with a foodborne illness and has one of the following symptoms

- Diarrhea
  Fever
  Vomiting
  Jaundice
  Sore throat with fever, persistent
  sneezing, coughing, or a runny nose
  that causes discharges from the cyes,
  nose, or mouth
  Has a boil or infected wound on the
  hands, wrisk, or exposed protions of

hands, wrists, or exposed portions of the arms that is open or draining Recently was III with a foodborne illness.

is suspected of causing or being exposed to a confirmed foodborne illness outbreak. Lives in the same ousehold as a person, diagnosed with

It is the responsibility of the Food Service Director to restrict and or exclude food service employees. According to the food code and ServSafe any employees with the following:

✓ Diarrhea

- Vomiting
- Jaundice
- Hepatitis A

Must be excluded from the operation until they have been cleared by a medical professional and the health department.

This also includes if any employee has been xposed to anyone having the same above mentioned medical issues.

Sore throat with fever, persistent sneezing, coughing, or a runny nose that causes discharges from the eyes, nose, or

# Q/A - Cross Consumination by Hands

A system to control the transmission of foodborne A system to control the transmission of roodoor pathogens by the hands, including the principal hazard of fecal-oral transmission, must be



Fact: Infected food service employees are the ource of contamination in approximately one in five disease outbreaks reported with a bacterial or viral cause

Critical: Team Members must keep their hands clean by washing them properly and at the required frequency.

Team members may not touch exposed, ready-toeat food with their bare hands and must use suitable utensils and barriers such as deli tissue, spatulas, tongs, single use gloves, or dispensing equipment, except when washing fruits and vegetables



For example, single-use gloves must be worn or suitable utensils must be used when or suitable utensis must be used when processing washed, raw produce for the salad bar, assembling deli sandwiches, and cutting and plating bakery products. Single-use gloves must be worn when handling all varieties of washed hand fruit.

Team members must minimize bare hand and arm contact with exposed food that is not ready-to-eat; that is

- Food for which further washing or
- cooking is required. Foods from which rinds, peels, husks, or shells are not removed.

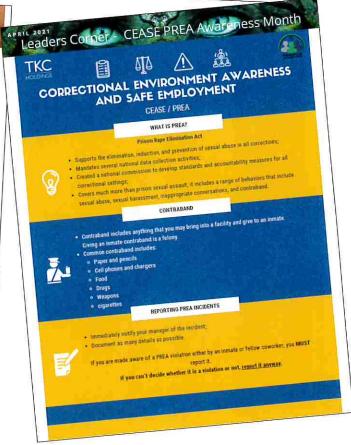
For example, although their use is strongly recommended, single-use gloves are not required to be worn when mixing meatloaf, forming meatballs, or assembling lasagna or

Exception: During food preparation or service in public view, single-use gloves must be worn for all food handling tosks, including row product handling.

For additional information on Cross Contamination by hands, please research in the Quality Assurance Manuel, section Staff

Food safety and quality should always be







### **Star Chat Topics**

The following are examples of topics covered in Star Chat.

# STAFF-INMATE RELATIONS TRAINING

The Staff-Inmate Relations Handbook concisely conveys our company's philosophy on how associates should supervise workers who are in custody in a correctional facility. The ultimate result is effective inmate supervision.

### BE PROFESSIONAL - "THE DOS"

- Learn to listen and observe
- Develop sensitivity to the inmate's body language and emotional changes
- Investigate inmates' statements, take nothing at face value
- Leave your prejudices at home
- When giving directions, make sure that they're understood
- Ensure that inmates have the means to carry out your instructions
- Check on the inmate's progress in performing assigned tasks
- Be knowledgeable about the rules of your facility
- Keep your promises
- Give directions in a confident, nonabrasive way
- Keep a professional manner
- Be fair, firm, and consistent
- Be alert and when in doubt, ask.

# BE PROFESSIONAL – "THE DON'TS"

- Joke around
- Try to be friends
- Be drawn into conversations that "put down" the administration or other staff members
- Allow malingering
- Take gifts from an inmate
- · Allow an inmate to touch you
- Use first names or allow an inmate to use your first name
- Do favors
- Allow familiar remarks
- Play favorites

### LEARN TO SAY NO!

- No phones
- No mail
- No passing property or information
- No relationships
- No keys
- No favors

### **AVOIDANCE AND PROTECTION TOOLS**

- Recognition (know their tactics)
- Communication monitoring (watch what you say)
- Confident commands (be fair, firm and consistent)
- Information gathering (learn and know your inmate workers)
- Procedural knowledge (remember the rules and follow them)
- Your chain of command (use your supervisors as a source of information and keep them informed



### PREA TRAINING

The Prison Rape Elimination Act (PREA) law requires facilities to adopt a zero-tolerance approach to sexual abuse. It applies to all federal, state, and local prisons, jails, police lock-ups, private facilities, and residential facilities in a community setting. Trinity requires every employee to attend a training session to understand what constitutes sexual abuse fully and that sexual abuse is a punishable crime. The training teaches team members how to report any form of sexual abuse or harassment and how to respond if they see abuse taking place.

### HACCP TRAINING

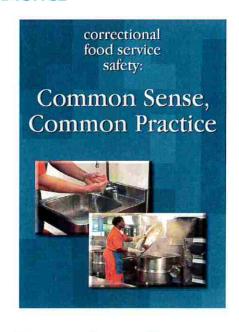
# Points (HACCP) is a system of identifying hazards in the food production process and implementing control measures to prevent, eliminate, or reduce the risk to an acceptable level. HACCP was developed in support of the space program in 1959 and has become a worldwide standard for food safety, endorsed by the SACMCF, WHO, USFDA, USDA, and CDC. Trinity's Associate Training Program includes lessons to train and retrain all associates in the HACCP methodology.

# SAFE WORK ENVIRONMENT

Trinity addresses physical safety by conducting a training session that teaches our associates to prevent falls, cuts, burns, machine injuries, and fires.

We also conduct training on location on the written Hazard Communication Program and Safety Data Sheets (SDS). All associates learn how to read, interpret, and use the SDS sheets.

# COMMON SENSE, COMMON PRACTICE



### The Common Sense, Common

Practice program is a corrections-specific instructional instrument to orient new workers and inmates in basic kitchen safety and procedures. These training instruments can be used to refresh current workers' and inmates' safety knowledge. "Common Sense, Common Practice" is divided into five distinct topics: Food Safety, Personal Safety, Ground Rules, Sanitation, and Chemical Supplies.





Trinity Service Group also has a variety of training opportunities for all our employees at all levels. We promote self-learning by using one of our self-directed platforms, Knowledge City. The Knowledge City Learning Library is designed to help our employee jump-start their online training program. Our online courses are written by college professors and industry experts. We add new courses to our library every month, so our employees always have fresh eLearning content to go through. Knowledge City has a large catalog of courses that include but are limited to:

### **Business Center**

- Leadership
- Management
- Communication Skills
- Team Building
- Sales
- Marketing
- Customer Service
- Human Resources
- Diversity and Inclusion
- Soft Skills

### **Computer Courses**

- Microsoft Office
- Adobe CS
- Operating Systems
- Apple
- Cybersecurity
- Accounting Software
- Engineering Software

### Safety Courses

- Physical Safety
- Equipment Safety
- General Safety
- Industrial Safety\



#### Developing Your Leadership Strategy

In this course, we explore the concept of organizational fit and examine the skills and behaviors needed to create authenticity in company culture. We examine big picture questions regarding talent along with finding and fixing existing hiring gaps. You will also learn about the tools and skills needed to work well with your team.



#### Learning to Lead

Leaders are not born; they have the courage and commitment to lead. In this course, you will learn about the importance of leadership in increasing employee efficiency and advancing the company vision as well as the mindset and skills that are required to grow as a leader.



#### Microsoft Outlook 365 Intermediate

Learn the intermediate topics in Outlook 365. Explore the most commonly used features Outlook has to offer to improve organization and work more efficiently in both your personal and business environments.



#### First Aid

Most work facilities experience a few minor workplace injuries every day. These can range from minor cuts and blisters to severe chemical burns. These types of injuries, big or small, severely hamper an employee's productivity, and in turn, the companys. This online employee training course explains basic first aid procedures that can help prevent or limit further injury. Some topics include cuts, burns, sprains, shock, choking, cardiac arrest, and more.



### ServSafe®

Safety is, and always will be, the number one internal and external customer service standard. In partnership with the Educational Foundation of the National Restaurant Association, we offer a company-wide training and development program known as ServSafe®—Serving Safe Food Program.



### SERVSAFE® STARTERS PROGRAM

The ServSafe® Food Handlers training and assessment program is a complete solution that delivers consistent food safety training to our hourly employees. ServSafe® Starters covers five critical areas in the four-hour course: Basic Food Safety, Personal Hygiene, Cross-contamination and Allergens, Time and Temperature, and Cleaning and Sanitation.

# SERVSAFE® FOOD PROTECTION MANAGER CERTIFICATION

The ServSafe® Food Protection Manager Certification is an 8- to 16-hour course that is designed to enable our managers to know food safety and its critical importance, and how to share that knowledge with every employee. The ServSafe® Manager Certification Course includes lessons on:

- Sanitation Managers learn the dangers of foodborne illness, how to prevent it, and the keys to food safety.
- The Flow of Food Through the Operation — Managers learn how to prevent cross-contamination, use time and temperature control effectively, and information regarding safe receiving, food storage, preparation and serving, and cooling and reheating.
- Sanitary Facilities and Pest
   Management The ServSafe®
   course covers all aspects of cleaning
   and sanitation in a practical, applicable
   manner, including pest management.
- Certification Exam The secured and proctored ServSafe® Manager Certification Exam is issued after the training is complete. The exam is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).



# **Leadership Training**

Trinity Services Groups believes that success is directly connected with the training of our leaders. We have an extensive leadership training program to ensure the success of our leaders and their operations. Whether senior management, unit managers, or supervisors, we are committed to producing and delivering the most innovative and effective management development plan. Below are some of the training programs that our leaders go through.



DDI is one of our world class training platforms. The training covers a wide range of training topics for our leaders at all level to better manage everyday workplace situations. Some of the topics that we teach are but not limited to:

- Address Poor Performance
- Advanced Coaching
- Building and Sustaining Trust
- Business Writing
- Business Management
- Coaching for Peak Performance
- · Coaching: Moving People Forward
- Communicating-Connect Through Conversation
- Creating a Service Culture: The Service Leader's Role
- Delegating with Purpose
- Developing Yourself and Others
- Driving Change
- Email Essentials
- · Employee Engagement
- Engaging and Retaining Talent
- Making High-Quality Decisions
- Maximizing Team Performance
- Problem Solving for Leaders
- Reinforcing Leadership Development

# Civil Treatment® Workplace FOR LEADERS

### Civil Treatment Workplace for

Leaders provides energetic and highly engaging training with realistic videos and skill-building exercises that teaches concrete behavioral guidelines that produce tangible results in the workplace. Leaders who use our Civil Treatment program report reduced litigation expenses and positive changes in organizational culture. This training program covers various subjects like

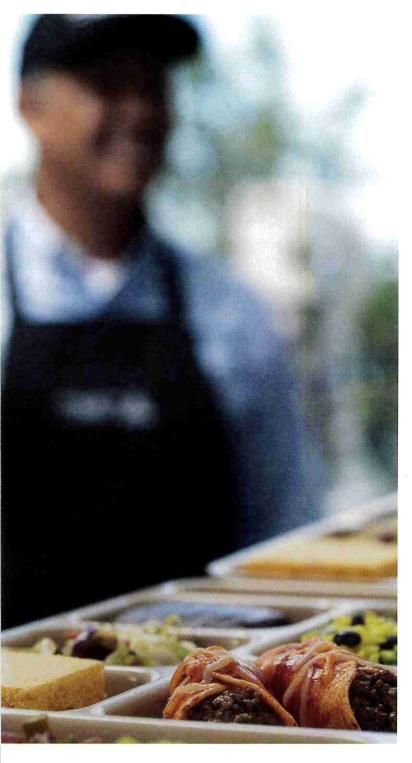
- Harassment
- Discrimination
- Retaliation
- Bullying
- Duty to Act
- Employee accommodations (ADA, FMLA, religious)
- Fair hiring, selection, and promotion
- Workplace violence
- Documenting workplace events

Trinity promotes civil treatment in workplaces, and it starts with our Leaders.



# ASCEND

Advanced Skills | Career Education | New Development



# **Inmate Training Programs**

ASCEND is our innovative vocational, leadership, and managerial training program designed to prepare participants for post-incarceration employment and ultimately reduce recidivism. Our universal approach provides end-to-end vocational and education training and ongoing practical support when rejoining society to obtain gainful employment from entry-level to management opportunities.

Participants gain hands-on experience and exposure to routines and norms throughout the program. The program incentivizes responsible behavior and cultivates confidence and self-esteem while yielding valuable, in-demand skills they can readily transfer to the hospitality service industry. ASCEND's participants that apply themselves will be ready to work as food- and kitchenprep workers, custodians, dishwashers, and even short-order cooks up to managerial roles. These jobs are available in restaurants, cafeterias, kitchens, and retail settings.

ASCEND's allows participants a **Chance2Change (C2C).** They can develop real-world, in-demand skills to build new lives when they rejoin society. We divide our common-sense approach into five areas:

- 1. Fundamental Excellence
- 2. Operational Excellence
- 3. Leadership Excellence
- 4. Applied Excellence
- 5. ASCEND's Online Resources



# INCREASED MOTIVATION AND CONFIDENCE

The ASCEND program not only exposes participants to real-world work routines and norms but also incentivizes good behavior and fosters self-esteem. To qualify for and remain in the program, participants must demonstrate a willingness to follow the rules and instructions, take responsibility for themselves, and successfully perform their work. We designed the process to help develop a greater sense of self-worth.

The recidivism crisis is everyone's responsibility considering 50% of those released will return within three years, and 75% will return to the system within five years. Trinity is committed to helping reduce a person's relapse into criminal behavior by increasing earning potential in the retail and hospitality industry while incarcerated. ASCEND offers various educational and vocational opportunities for those in our care.

With more than 78 million
Americans having a criminal past, Trinity has developed
ASCEND as a holistic approach to reducing a person's recidivism by providing an end-to-end solution.



Our customized "Hands-On," Peer Tutors and Fellows, Culinary/Hospitality, or Retail Management educational and vocational programs are developed for inmates to improve career opportunities. None of this can be possible if companies are not incentivized to hire people with past criminal history. How can we leverage the network of those willing to give second chances if we are unwilling to do the same?

Trinity supports the Society for Human Resource Management (SHRM) Foundation's second chance program. We have taken the Getting Talent Back to Work Pledge. We are working on expanding our workplaces to include individuals with criminal and conviction records. We do this by giving opportunities to qualified people deserving a second chance.

### MANY IMPLEMENTATION OPTIONS

Our à la carte menu of programs allows you to choose the level of engagement that best suits your needs.

ASCEND participants can learn anything from mopping a floor to being a leader. Mix and match from our Fundamental Excellence, Operational Excellence, Leadership Excellence, Applied Excellence programs and ASCEND's Online Resources.



### 1. Fundamental Excellence

In this core competency program, participants learn and practice skills that prepare them for entry-level positions in the hospitality industry. Working in commercial-style kitchens, they perform essential aspects of kitchen operations.

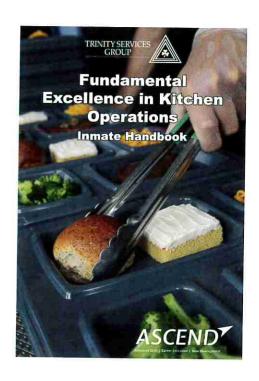
This introductory level of instruction takes participants through the nuts and bolts of kitchen work, from personal conduct expectations to safely handling food and operating kitchen tools. This instruction is excellent for those needing fast employment and perfect for those lacking professional experience. Pride, self-esteem, and personal responsibility are woven into the Onboarding process. They receive a handbook and hands-on training to learn about the following:

**Kitchen Code of Conduct:** Expectations for acceptable behavior and practices in a professional kitchen setting.

**Grooming and Hygiene:** Present oneself professionally in a food service environment, including personal cleanliness standards.

**Sanitation and Food Safety:** Essential knowledge for properly handling food and maintaining a clean, safe food service environment.

**Equipment Use and Safety:** Operating and using kitchen equipment, appliances, and utensils in a safe, responsible manner.



### **Cold Food Preparation:**

- Recipe compliance
- Time and temperature guidelines for safely handling cold food
- Equipment needed for cold food preparation, including the slicer, food processor, Buffalo chopper, and mixers
- Processing fresh vegetables

### **Hot Food Preparation:**

- Basic cooking methods and recipe compliance
- Time and temperature guidelines for safely handling hot food.
- Equipment for hot food preparation, including the oven, steam cabinet, tilt skillet, steam kettle, stove, and grill.

After 30 days in this program, participants receive a **ServSafe® Food Handler Guide** that includes a Food Handler test that they can take to earn certification.



# 2. Operational Excellence QUICKCORE COMPETENCIES

ASCEND's QuickCore Competencies and Audit Training by Observation pave the way to provide real-life experience. This experience often helps secure higher than entry-level jobs and gives our participants a clear advantage. Achieving credentials or certificates demonstrates evidence of technical education achievement. It promotes self-confidence and an enhanced focus on a career. Certifications also help gain respect from peers, customers, and employers.

Participants go more in-depth as they gain essential knowledge and experience in standard food service procedures, operating principles, and cost-saving strategies. We teach these short, easy-to-understand vocational pieces of training through Why/ Tell/Show/Do/Review instruction. This methodology promotes retained learning and tells the participants what they will be doing and why. The keys are to show them how to do it, have them do the work under supervision, and then work independently. The final step is for trainers to review their work and provide constructive feedback as applicable.

Our QuickCore Competencies are standard operating procedures and resources, minimizing waste, and teaching food cost efficiencies such as:



- Precisely measuring ingredients and following recipes.
- Batching recipes equally and consistently portioning servings.
- Reducing waste
- Using Mise en Place, French for "putting in place," for prepping kitchen equipment and food before serving

### Day2Day Food Service Fundamentals

are standard hands-on techniques for working in a commercial-style kitchen. Topics include:

- Use of thermometer
- Maintaining food inventory; following the First-in-First-Out (FIFO) system.
- Best practices for receiving, entering, and taking inventory.

# **Physical Safety** is achieved by teaching inmates to:

- Avoid accidents through behaviors
- Reading Safety Data Sheets
- Properly use personal protective equipment



**Facilities Management (FM)** is a thriving industry seeking hard-working people to perform cleaning, grounds, logistics, and other support services. Janitorial and safety are a cornerstone to thriving in this industry. Inmates learn:

- Deep cleaning schedules
- Floorcare
- Bathroom management systems
- Striping and waxing floors

# AUDIT TRAINING THROUGH OBSERVATION

Inmate are trained to conduct kitchen audits and create sustainable action plans by observation. Either running or receiving an audit is a norm of the foodservice industry and a standard compliance and improvement tool, plus the career opportunities. Internal or external people conduct audits. Some regulatory agencies like the health department or the Department of Corrections may conduct audits. This knowledge base will yield transferrable skills in any organization, and it's not a commonly taught skill.

Advance learning will focus on correcting audit findings. Participants will focus on geographical areas of a kitchen, such as:

- Dry Storage
- Cooler and freezer
- Ware washing/3-compartment Sinks
- Dish Machine
- Prep Areas
- Under the Hood Areas
- Serving Line

# 3. Leadership Excellence PEER TUTOR AND PEER FELLOW PROGRAM

Participants can expand their skill set by taking on leadership roles in our Peer Tutor and Peer Fellow programs when ready for more responsibility and growth. This next-level training exposes them to managerial-type functions that increase their employability. To qualify for these roles, they must have participated a minimum number of hours in the foundational training program and exhibit exemplary behavior and work ethic.

### JOB APPLICATIONS / INTERVIEWING

Inmates learn that the job market is highly competitive. As students show continued success and dedication, we will offer them the opportunity to apply to become Peer Tutors/Peer Fellows. They will complete an application and provide other documents to demonstrate their ability. During the interview process, they will be able to express their character and why they should be selected.

**Everything counts in this actual interview**—punctuality, hygiene, dress, nonverbal and verbal communication, and even the interviewer's questions. ASCEND recommends that peers conduct mock interviews.



# Acknowledgement and/or Response to Request for Proposal

### Job Roles and Tasks

Peer Tutors: inmates who can demonstrate mastery of an area of the operation and provide onboarding to new participants, orient them to the program and train them to perform their jobs. Performance is evaluated by completing tasks satisfactorily, and physical conditions are assessed through observations, reviews, and audits.

Peer Fellows: inmates who demonstrate mastery of an operation area and can guide other inmates in that area. They must perform required tasks to demonstrate proficiency in an area of operation.

Administrative duties are taught, and the inmate is expected to assist with those duties. More experienced participants can pursue the Peer Fellow path. They can shift their focus from kitchen tasks to managerial tasks, Compliance documentation, and administrative responsibilities.

We will mutually establish and determine incentive funding based on an area of mastery.

### Sample of Tasks:

- Compliance Documentation
- Food Safety
- Accident Prevention
- Use of Safety Equipment
- Chemical Usage
- Sanitation & Hygiene Issues
- Preparing Correct Portions, (no shortages during service)

Peer Tutor/Fellow is a learning experience for inmates who earn certificates. Under no circumstances does an inmate in a Peer Tutor/Fellow role have supervisory authority over other inmates or anyone else. Similarly, while Trinity aims to teach Peer Tutors/Fellows Service operational skills, they are not Trinity employees or employees of any other agency or organization.

Performance is evaluated by completing tasks satisfactorily through observation, review, and audit. Failure to perform at acceptable professional levels may result in position termination.

Trinity would create a Peer position through educational/vocational programming based on your abilities to use the program. With your approval, monetary compensation or other incentives could be provided to Peer positions.

We can mutually establish and determine incentive funding.

ASCEND graduates who use what they learned and apply themselves will have the skills to apply for entry-level and first-level management jobs within commissary, warehouse, and vending. These industries generally offer second chances – with hourly and management positions providing the ability to advance upwards at competitive wages.



# PEER TUTOR REQUIREMENTS AND EXPECTATIONS

Peer Tutoring allows offenders who demonstrate proficiency in food service to aid fellow offenders in these tasks. The following sections set out the criteria an offender must meet before participating in the peer tutoring program and expectations during the program.

Requirements for Participation: To participate, offenders must successfully demonstrate job performance determined by an audit evaluation of work/area and maintain a favorable disciplinary standing.

**Expectations:** According to the established menu, peer tutors are expected to perform operational tasks that support providing safe and wholesome meals on time. Peer mentors will help others ensure operational standards are met by serving as an example to those around them. This assistance may include small group monitoring or one-on-one guidance. At no time will tutors, facilitators, or aides be the supervisor of record for assigned inmates; this duty will fall to Trinity.

Peer Tutors are expected to perform and train in these types of functions typically:

- Assisting positions for an entire or partial shift
- Helping newly assigned offenders understand and perform not only general kitchen function rules and regulations

Peer mentoring is a learning experience for an offender earning certificates. *Under no circumstances does an offender in a peer tutor role have supervisory authority over other offenders or anyone working in the kitchen.* 

Similarly, while Trinity Services aims to teach peer tutors hospitality operations skills, peer tutors are not Trinity Services employees.

# PEER FELLOW REQUIREMENTS AND EXPECTATIONS

Peer Fellows will learn to perform everyday administrative tasks that most first-level managers must be proficient at performing. The students will expand their ability to achieve team objectives, an employable attribute for first-level management. By training others to perform any set of functions, Peer Tutors/Fellows will build soft and technical skills, not to mention gaining a feeling of pride and confidence. Peer fellowships allow offenders who demonstrate proficiency in food service (food safety, operational standards, culinary skills, safety) to mentor and aid fellow offenders in accomplishing food service tasks.



### Acknowledgement and/or Response to Request for Proposal

Requirements for Participation: To participate, offenders must successfully complete the Food Service Training Programs. Peer Fellows must successfully demonstrate job performance determined by evaluating work areas, maintaining a favorable disciplinary standing, and obtaining a ServSafe® certification within 120 days of enrollment.

Expectations: Peer Fellows are expected to perform operational tasks to assist others, including fellow offenders and employees of Trinity Services, in providing wholesome hot meals on time, according to the established menu. Peer fellows will support others in ensuring operational standards are met by serving as an example to those around them in food preparation or tasks related to kitchen operations. This assistance may include small group monitoring or one-on-one guidance.

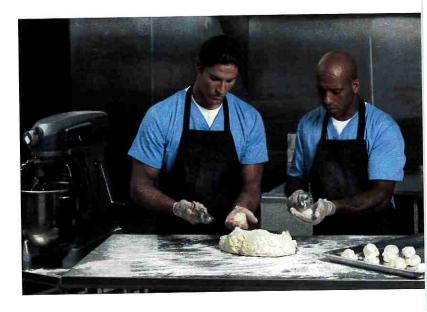
Peer Tutors are expected to perform and train in these types of functions typically:

- Assisting positions for an entire or partial shift
- Helping newly assigned offenders understand and perform not only general kitchen function rules and regulations

- Watch for deficiencies in the following amongst offenders, and, if requested, provide refresher training on:
- Performing a wide range of duties of a foodservice operation, demonstrating skills obtained in the ASCEND program safely and professionally.
- Achieving credentials or certificates demonstrates evidence of technical education achievement.

Peer fellowship is a learning experience for an offender earning certificates. *Under no circumstances does an offender in a peer mentoring role have supervisory authority over other offenders or anyone working in the kitchen.* 

Similarly, while Trinity Services aims to teach peer mentors culinary skills, peer mentors are not Trinity Services employees.





# 4. Applied Excellence TRINITY TAKE-OUT OPPORTUNITIES

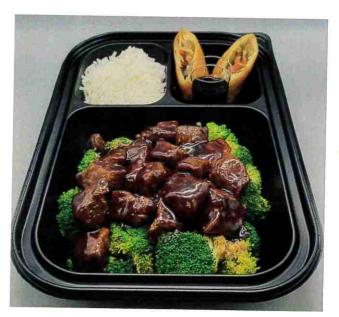
Daily operations provide much of the training opportunities; to add more advanced educational platforms, ASCEND™ will implement Trinity Take-Out (TTO). Peer positions will collaborate with staff to create seasonal concepts rooted in geographical flavors.

- Signature Street Foods such as Hot Dogs, Italian Beef, and Street Popcorn
- Ethnic flair featuring Italian, Soul Food, Greek, Mexican, Asian, and others
- Emulate popular Tourist Faves by working with local establishments

Meals are prepared fresh in your kitchen by properly trained Peer Tutors. Detainees and staff can purchase one of many unique entrees and desserts. Funds are immediately debited from the detainees' accounts or staff's credit cards.









### FORMAL CULINARY CLASSES

Utilizing CERF's certification curriculum ASCEND's culinary classes are both academic and hands-on, requiring classroom instruction (with participant internet access) and the use of knives in separate, secure preparation and cooking space. Like culinary schools, our classes are led by a dedicated professional culinary instructor. Graduates would receive NOCTSI college credits, a workforce certificate, and an Assessment Blueprint. This program would be dependent on the client's willingness to accommodate and share investment in the program.

Chef Certification programs facilitated by a culinary instructor provide similar knowledge and opportunity to any culinary school.



- International Certified Food Safety
   Manager (ICFSM)—Equivalent to
   ServSafe® and the NRA ServSafe®
- Certified Fundamentals Cook by the American Culinary Federation, CFC
- Culinary Essentials Certificates of Completion
- 4. Introduction to Foodservice Industry
  - Basic Cooking & Food Science
  - Introduction to Food Prep-mise en place
  - Menus, Recipes, and Cost Management
  - p Foundations of Stocks, Soups, Sauces
  - Preparing and Cooking Vegetables
  - a Cooking Legumes, Grains, and Pasta
  - Cooking Methods for Meat, Poultry & Fish
  - Essentials of Food Presentation
  - Career Prep 101
  - ¤ Culinary Sanitation & Safety
  - ¤ Culinary Nutrition & Wellness



### 5. Online Resources

As participants transition back to society and begin pursuing employment, they will have access to ASCEND Online Recourses, a website designed just for them.

Users will find a host of practical information, gathered conveniently in one place and available at any time, that will empower them to learn, grow and achieve their goals. This online tool kit is free, accessible, and provides insightful careerand life-building resources.

Trinity will launch a new website in 2023 that will give any previously incarcerated persons "One Stop Shop" resources. Trinity's site will be a safe zone with countless resources needed to re-enter society. We would be honored to partner with you and utilize your knowledge and ideas to help connect with other organizations to enhance this program.

We strongly feel that reducing a person's recidivism is so crucial to our communities that our site is available to ALL previously incarcerated persons at no cost or obligation.

Resources we plan to feature on ASCEND's website:

- Career Education
- Interviewing Tips
- Housing
- Motivation and Inspiration
- Financial Management
- Government Resources
- Featured Employers
- Job Postings by State
- Job Boards
- 2nd Chance Relationships
- Military Service
- Getting Out of Debt
- Setting a Budget
- Buying a House
- Retirement
- Investing
- Food Menu Planning
- Health Insurance
- Utilities and Other Necessities
- Mental Health
- Soft Skills/Hard Skills
- Faith-based Resources

To demonstrate Trinity's commitment to ASCEND, we will provide free resume assistance. A good resume will increase the number of callbacks, resulting in more interviews for entry-level and management jobs.

All former Peer Tutors and Peer Fellows can also receive a personalized reference letter from Trinity. This letter will provide such a tremendous advantage when seeking employment.



#### JAMES TEETER

121 N. LaSalle Street Chicago, IL 312-123-1234

Email: James.Teeter@gmail.com

Street Foods | Recipe Development | Specialized Cuisine Creation Menu & Event Planning | Kitchen Operations & Management Employee Training | Safety & Sanitation Compliance

#### **EXPERIENCE**

1-20-2020 - 06-15-2020

Trinity Services Group Peer Tutor-Cook County Sheriff's Office

- Served 18,000 meals per day, including regular, therapeutic, and religious meals.
- Trained and on-boarded workers in the roles of Cook/Prep, Cook/Baker, Janitor, and Sanitation Worker

06-15-2020 - 11-15-2020

Trinity Services Group Peer Fellow-Cook County Sheriff's Office

- Served 18,000 meal per day, Performed Inventory management, janitorial services,
- HACCP monitoring; conducted weekly sanitation classes certifying 175 students.
- Through the Trinity Take Out program, gained e cost, and retail operations

September 15, 2022

Jimmy Vaughn, Operational Manager Distribution Warehouse Company

#### CERTIFICATIONS

05-15-2020 ServSafe® Food Handler Certificate, N 6-15-2020 ServSafe® Food Protection Manager Co

Dear Mr. Vaughn,

Florida City, FL

#### SKILLS

ServSafe® Instructor ServSafe® Proctor I want to introduce James Teeter. From 3/15/20 – 11/1/21, James was a Peer Tutor/Peer Fellow with Trinity at the Moore Haven CF. Although this would seem like a relatively short

employment period, James' accomplishments are pretty extraordinary. During this time, James was responsible for:

- Onboarding, training, and retraining over 300 workers for the roles of loading orders onto trucks and shipping containers, organizing incoming stock and puting the appropriate labels on outgoing parcels.
- Participating in weekly meetings to discuss and implement procedures to improve processes.
- Monitoring warehouse operations to be always HACCP compliant.
- · Became a certified Forklift Operator

As a Peer Fellow, James' accomplishments were:

- · Six Sigma Yellow Belt certification
- Developed and implemented improved food storage practices and inventory systems as well as being responsible for ordering and inventory levels.

In closing, James is hungry to learn new skills and take on new responsibilities. James has developed excellent communication, organizational, and time management skills during our time together. Please consider James for any management/leadership role in your organization where performance, goal achievement, staff development, and compassion are essential attributes. Please feel free to contact me with any questions.

Sincerely,

John Gimesh Managing Director, ASCEND™ Program Trinity Services Group, Inc.



# Menus

Trinity's menus will meet the daily requirements specified by your facility. We will also prepare meals for traditional holidays, specialized medical and religious diets, and lockdown meals as required. Menus are developed based on the per day calorie count set by the facility and reviewed annually.and validate this commitment and belief.

### Menu Development

Our Menu Development Team, working with our Dietitians, create standard menus from the more than 4600 recipes stored in our database. Our Test Kitchen also develops menus and standardized recipes and tests alternative products and cooking methods. All Trinity recipes use quality foods and meet nutritional requirements.

Once a menu is approved internally, it is sent to the facility for approval. When approval is received, the Food Service Director uses NetMenu® (described further in our proposal) to print out recipes and production worksheets that fit anticipated counts for a meal.





### Menu Substitution Policy

Trinity will only recommend menu substitutions for:

- Vendor failure to deliver
- Equipment malfunctions causing the inability to prepare the menu item properly
- Internal disasters (i.e., Power Failure)
- Food item unfit for inmate consumption

When substitutions are necessary, we will notify you BEFORE meal service and obtain approval before implementing menu substitutions. We record all replacements on the Menu Substitution Log for reference to the reason for the change, the nutritional value, contract compliance, and facility approval.

The Food Service Director approves all substitutions, and at the end of each month, he/she will review, sign, and file the log. A complete list of recommended changes is in the Menu Substitutions section of our Diet Manual.

### Meal Quality

Our policy is to provide quality food service to the correctional environment. Staff is always on alert, monitoring all phases of food production and service, including purchasing, receiving, and food storage. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

Trinity bases our quality assurance program on the American Correctional Association (ACA) Standards and the FDA Food Code. We outline these standards in our Quality Assurance Standards and Solutions Manual, along with standard operating procedures (SOPs), sanitation standard operating procedures (SSOPs), and HACCP (hazard analysis and critical control points) compliance plans.





# Trinity's Test Kitchen

Trinity's Corporate Chefs work with our registered dietitians, purchasing, and operation teams to develop menu ideas and products. Our chefs also produce production training videos to assist in deploying new recipes to ensure consistency and quality.

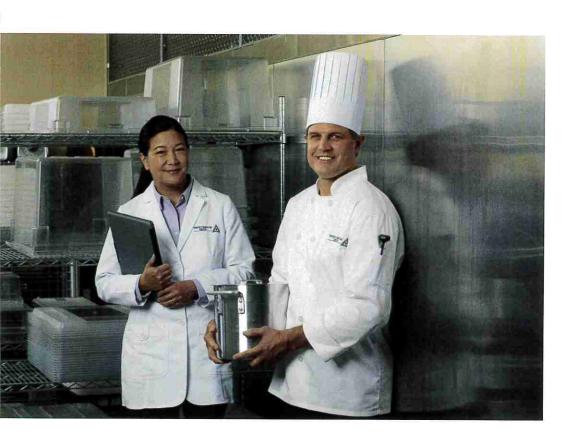
We have more than 4600 web-based recipes in our corporate database. All recipes are changed and perfected in real-time and reflect seasonal availability and regional flair.

Our Strategic Partnerships with vendors and food manufacturers have resulted in several unique proprietary items that Trinity can offer:



- Beverage Items Sunrise Citrus breakfast beverage
- Bakery Items Roll & Loaf Mix, Sugar Cookie Mix
- High quality, specially made seasoning packs

All of our proprietary items were created in Trinity's test kitchen and have been panel taste-tested.





# Acknowledgement and/or Response to Request for Proposal

### **Dietitian Approval Process**

Our Registered Dietitians design and develop our menus to provide tasty, appetizing, wholesome quality food and to meet the specified dietary requirements of your facility. They will regularly review the implemented menus and provide special diet menus and substitution guidelines as needed.

The regular menu is developed by your Regional RD to meet the EARs and the DRIs for the age, sex and activity level of the population for major nutrients as defined by the Nutrition Labeling Education Act. A nutrition statement is prepared and signed annually, or as required by contract, by the Regional RD.

In addition to nutritional requirements, acceptability, cost containment and constraints inherent in a corrections environment are also considerations for the development of the regular menu.

The Medical Diet Spreadsheet is used to document the exact foods served to inmates (Regular and Medical Diets). The various medical diets are created for each individual client and/or facility through a collaboration of the Regional RD and the authorized person(s) at the facility, e.g. administrative staff, facility medical providers, chaplains, etc. The client/facility has final approval of medical diet menus.

Our procurement team ensures we have the best food and supplies needed to produce all your facility's required meals. Our management and kitchen staff are qualified and trained in the duties of meal preparations and distribution.

We are confident that we can establish an ideal meal program that works within your guidelines.



# Food Product Safety and Quality

Trinity aggressively supports all procurement programs and processes in pursuit of providing the safest and highest quality product to our clients. The Procurement team recruits, retains and deploys qualified professionals to ensure best-in-class vendor and product certification with all stakeholders. The team monitors the cost and delivery performance through proprietary key operating indicators.

### Supplier Approval Process

Trinity has identified the safety of incoming goods as a critical point in all unit-level HACCP plans and programming. A fundamental requirement of our HACCP plan is that product purchases are only from a Trinity Services Group approved supplier.

All opportunity buys or "spot buys" facilitated through our distribution chains are first checked for quality. All products are also USDA inspected Grade B or better and distribution suppliers follow and meet HACCP guidelines.

The centerpiece of the Trinity Vendor Quality Assurance Certification is our requirement of an independent, professional assessment of supplier facilities and operating standards, and validation of their compliance with applicable regulatory requirements to ensure compliance with Trinity's expectations. We require a third-party-conducted "Good Manufacturing Practices," "Warehouse and Distribution Center," or "Good

Agricultural Practices" audit. The audit type is dependent on the nature and scope of the supplier's business. Trinity's quality assurance expectations are met if the supplier achieves an acceptable audit result.

### Vendor Complaint / Issue Resolution Process

Trinity has a dedicated and robust vendor complaint process. If a unit has an issue with a product, they are trained to reach out immediately to their District Manager. The District Manager then completes a vendor complaint form and sends it to the Procurement team. Procurement will take swift and appropriate action to investigate the complaint.

The Procurement team closely monitors the USDA, FDA, and other product safety-related websites daily for product recall and withdrawal announcements. Our manufacturer and distributor partners also notify us of recalls/withdrawals.



### **Special Diets**

We have provided the Table of Contents from Trinity's Diet Manual for Correction Institutions, along with descriptions of special diet accommodations.

### **Table of Contents**

### SECTION I GENERAL INFORMATION

Clear Liquid Diet

Introduction
Diet Manual Acknowledgement
Dietary Management Procedures
Medical Diet Guidelines
Medical Diet Orders/
Cancellations Regular Menu

#### SECTION II MEDICAL DIET PARAMETERS/GUIDELINES

**Full Liquid Diet** Mechanical/Dental Soft Diet Nutrition Support/Pregnancy Diet Consistent Carbohydrate Guidelines Low Sodium/Low Fat (Heart Healthy) **High Fiber Diet** Low Fiber Diet Renal Diet - Restricted Protein, Sodium, Potassium and Phosphorus Renal Food List Allergy and Food Intolerance Diets Low Lactose Diet Gluten Intolerance Gluten Intolerance Meal Plan Disciplinary Meal Plan (Discipline Loaf) Pork Free Additional Medical Diets

### SECTION III SUBSTITUTION GUIDELINES

Menu Substitutions Approved Substitutions Guidelines Support Management of Unplanned Diet Orders



### **Diet Manual Excerpts**

### **Dietary Management Procedures**

Attention to the special dietary needs of the inmate population is a critical area of concern. The following management procedures shall be carried out by the on-site food service team:

- · A high-quality dietary program that meets all the requirements of the client facility;
- A program that meets all standards set forth by the American Correctional Association;
- A program that meets the recommendations of the National Academy of Sciences, Board of Medicine;
- A program that meets the recommendations of the National Commission on Correctional Health Care of the American Medical Association and
- A program that meets dietary guidelines set forth by the Academy of Nutrition and Dietetics and the American Diabetes Association.

#### **Medical Diet Guidelines**

- TSG will provide the necessary supervision and training to ensure medical diets are prepared and served according to the approved written menus. Documentation of diet meals served to inmates shall be maintained according to institutional guidelines.
- Medical diets will be evaluated by a Registered Dietitian ("RD") employed by TSG to ensure that the diets meet the
  nationally recommended allowances per published by the National Academy of Sciences and/or the contract parameters.
  This evaluation will take place at least annually or when changes have been made or required.
- Medical diets shall be ordered by a Health Care Provider or Medical Authority. Medical diets will be ordered, revised
  or canceled according to the local policies and procedures of each institution. Prescriptions for medical diets should be
  specific and provided in writing to the foodservice department.
- 4. Dietary education of inmates is the responsibility of the medical and/or dental staff. It is not the responsibility of TSG to educate inmates on dietary subject matter.
- The regular menu will be the basis for all medical diets developed by the RD. Requests for food based on inmate preferences and not medical needs shall not be considered and should not be ordered by health care providers.
- 6. The RD is available for nutrition consultation upon request by the health care provider or medical authority. Please contact the FSD for contact information.

The diets referenced in this Diet Manual are not designed as therapeutic diets for the acutely ill inmate. The intent of the medical diets is to provide proper nutrition for inmates with chronic health conditions. It is hoped that the acutely ill inmate will be placed in a proper health care setting where the nourishment and intake can be adequately monitored to ensure compliance with medical directives.



### TRINITY'S STANDARD RESTRICTED DIETS

DIET TYPE	DESCRIPTION		
Regular Male/Female	The standard menu provides adequate calories, protein, vitamins and minerals for healthy adults. The caloric level of the regular menu is determined by contractual requirements.		
Mechanical (Dental) Soft	Provides foods of softer consistencies to meet needs of inmates with limited chewing abilities. This diet is nutritionally adequate and requires no supplementation.		
Diabetic Diet Consistant Carbs	This diet follows the regular menu as closely as possible with modified portions to provide consistent carbohydrates throughout the day. This diet replaces concentrated sweets with sugar free or lower sugar items.		
Low Sodium/Low Fat	This diet follows the regular menu as closely as possible restricting high fat and high sodium content foods.		
High Fiber	Provides an additional serving of cooked beans to supplement dietary fiber content of daily meals.		
Low Fiber	Restriction of no beans, no raw fruits and vegetables.		
Clear Liquid	This diet consists of only transparent fluids.		
Full Liquid	Diet composed of fluid and semi-fluid digestible foods.  Intended to be transitional diet. Often used post surgically or in cases of limited chewing abilities.		
Nutritional Support/Pregnancy	Follows regular menu as closely as possible with additional portions added to meet calorie and protein needs.		
Renal	Limits the quantity of protein, sodium, potassium and phosphorus as prescribed by the authorized person(s) at the facility.		
Gluten Intolerance	Follows regular menu as closely as possible with the elimination of gluten containing foods, such as wheat, rye, barley and oats.		

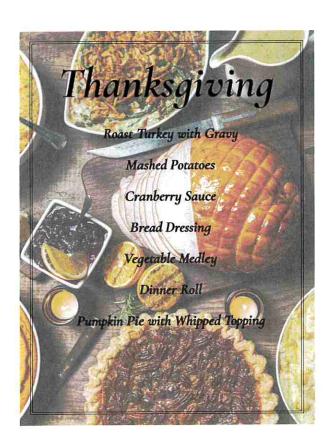


# Sample Holiday Menus

Trinity will serve Holiday and Spirit Lifter Meals as required by your RFP and will meet with your representative to determine the type of meal best suited to your population based on any price restrictions. We have included several samples for your review.















# Cycle Menus with Nutritional Analysis

As directed by the RFP, Trinity plans to provide the menu included with the RFP. We have provided that menu as entered into our NetMenu® computerized menu management software and the format for the four week cycle menu is provided on the following pages.

We always encourage a menu meeting to address any questions, preferences or changes your agency may require so we can ensure the menus meet or exceed your expectations, and that we have a correct corresponding meal price to reflect the menus.

Please see the following pages.



Trinity Services Group	vices (	Group		7	efferso	Jefferson County TX HHC	CHEC		Regular	L		Š	Week 1
Sunday	λı	Monday	ay	Tuesday	ay	Wednesday	day	Thursday	ay	Friday	^	Saturday	ay
Breakfast	*												
Oatmeal w/ Brown Sugar Scrambled Eggs Coffee Cake Hash Brown Dairy Drink	1 Cup 3 WZ 1/54 Cut 1/2 Cup 1 Cup	Oatmeal w/ Brown Sugar Scrambled Eggs Biscuit Jelly	1 Cup 2 WZ 1/54 Cut 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Muffin Milk	1 Cup 1 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Gravy Breakfast Biscuit Hash Brown Dairy Drink	1 Cup 1 Cup 1/54 Cut 1/2 Cup 1 Cup	Cereal Grits Sweet Scrambled Eggs Hash Brown Muffin	1 Cup 2 WZ 1/2 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup
Lunch													
Turkey Frankfurter Mustard PC	2 Each 2 Each	Shepherd's Pie Mashed Potatoes	1 Cup 3/4 Cup	Charbroiled Patty Salad Dressing PC	1 Each 1 Each	Taco Mix Shredded Cheese	1/2 Cup 1/2 WZ	Country Stew Peas	1-1/4 Cup	Chilli Rice	1 Cup 3/4 Cup	Chicken Patty Gravy	1 Each
Beans Baked	3/4 Cup	Carrots	1/2 Cup	Macaroni & Cheese	3/4 Cup	Rice	3/4 Cup	Cornbread	1/54 Cut	Green Beans	1/2 Cup	Mashed Potatoes	3/4 Cup
Mixed Vegetables	1/2 Cup	Biscuit	1/54 Cut	Broccoll	1/2 Cup	Corn	1/2 Cup	Cake	1/54 Cut	Cornbread	1/54 Cut	Carrots & Green	3/4 Cup
Bread	2 Slice	Cake	1/54 Cut	Biscuit	1/54 Cut	Corn Tortilla	2 Each	Beverage	1 Cup	Cake	1/54 Cut	Beans	
Cake	1/54 Cut	Beverage	1 Cup	Cake	1/54 Cut	Cake	1/54 Cut			Beverage	1 Cup	Cake	1/54 Cut
age iake	don			peverage	don T	severage	1 cup					Beverage	1 Cup
Dinner													
Poultry Bologna	2 WZ	Poultry Ham	Z WZ	Peanut Butter	2 WZ	Poultry Bologna	Z WZ	Poultry Ham	Z WZ	Peanut Butter	ZWZ	Poultry Bologna	Z WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	2 FZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	2.12	Sliced Cheese	1 WZ
Bread	2 Silce	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice
Mustard PC	1 Each	Mustard PC	1 Each	Cookle Creme	2 Each	Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each
Cookie Creme	2 Each	Cookle Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookle Creme	2 Each
Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each
Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each	Beverage PC	1 Each			Beverape PC	1 Fach

ate 3/8/2023

Approval Date

Dietary Consultant Adura Domully, R.O.

inity Services Group



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# 4-week Cycle Menus

Trinity Services Group	vices (	Sroup		Je	fferso	Jefferson County TX HHC	HHC		7	Regular		8	Week 2
Sunday	Ϋ́F	Monday	ay	Tuesday	Ŋ	Wednesday	day	Thursday	ay	Friday	γı	Saturday	ay
Breakfast	#												
Oatmeal w/ Brown Sugar Scrambled Eggs Coffee Cake Hash Brown	1 Cup 3 WZ 1/54 Cut 1/2 Cup 1 Cup	Oatmeal w/ Brown Sugar Scrambled Eggs Biscuit Jelly Mille	1 Cup 2 WZ 1/54 Cut 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Muffin Milk	1 Cup 1 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Gravy Breakfast Biscuit Hash Brown Dairy Drink	1 Cup 1/54 Cut 1/2 Cup 1 Cup	Cereal Grits Sweet Scrambled Eggs Hash Brown Muffin Milk	1 Cup 2 WZ 1/2 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup
Lunch								9					
Spaghetti w/ Meat Sauce Mixed Vegetables Biscuit Cake	11/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1/54 Cut	Charbrolled Patty Gravy Brown Beans Baked Green Beans Biscuit Cake	1 Each 1/4 Cup 3/4 Cup 3/4 Cup 1/54 Cut 1/54 Cut 1 Cup	BBQ Poultry Beans Pinto Seasoned Carrots Biscuit Cake Beverage	3/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut	Yakisoba Green Beans Biscuit Cake Beverage	11/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup	Burito Filing Rice Flour Tortilla Corn Cake Beverage	1 Cup 3/4 Cup 2 Each 1/2 Cup 1/54 Cut 1 Cup	Chicken Patty Gravy Mashed Potatoes Broccoli Biscult Cake	1 Each 1/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup	Sweet & Sour Chicken Seasoned Rice Carrots & Green Beans Biscuit Cake	3/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup
Dinner													
Poultry Bologna Sliced Cheese Bread	2 WZ 1 WZ 2 Slice	Poultry Ham Sliced Cheese Bread	2 WZ 1 WZ 2 Slice	Peanut Butter Jelly Bread	2 WZ 2 FZ 2 Slice	Poultry Bologna Silced Cheese Bread	2 WZ 1 WZ 2 Slice	Poultry Ham Sliced Cheese Bread	2 WZ 1 WZ 2 Slice	Peanut Butter Jelly Bread	2 WZ 2 FZ 2 Slice	Poultry Bologna Sliced Cheese Bread	2 WZ 1 WZ 2 Slice
Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each	Mustard PC	1 Each	Coakle Creme	2 Each	Mustard PC	1 Each
Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each
Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each
Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each

Approval Date

Dietary Consultant Found Domully, R.D.



<b>Trinity Services Group</b>	vices (	Group		j	efferso	Jefferson County TX HHC	CHHC		Regular	_		We	Week 3
Sunday	ay	Monday	ay	Tuesday	ay	Wednesday	day	Thursday	ay	Friday	ī	Saturday	,
Breakfast	st												
Oatmeal w/ Brown Sugar Scrambled Eggs Coffee Cake Hash Brown Dairy Drink	3 WZ 1/54 Cut 1/2 Cup 1 Cup	Oatmeal w/ Brown Sugar Scrambled Eggs Biscuit Jelly Milk	1 Cup 2 WZ 1/54 Cut 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Muffin Milk	1 Cup 1 Cup 1/54 Cut 1 Each	Oatmeal W/ Brown Sugar Gravy Breakfast Biscuit Hash Brown Dairy Drink	1 Cup 1 Cup 1/54 Cut 1/2 Cup 1 Cup	Cereal Grits Sweet Scrambled Eggs Hash Brown Muffin	1 Cup 2 WZ 1/2 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup
Lunch					Ì								
Charbroiled Patty Salad Dressing PC	1 Each 1 Each	Taco Mix Shredded Cheese	1/2 Cup 1/2 WZ	Turkey Frankfurter Mustard PC	2 Each 2 Each	Shepherd's Pie Mashed Potatoes	1 Cup 3/4 Cup	Chicken Patty Gravy	1 Each 1/4 Cup	Chili Rice	1 Cup 3/4 Cup	Country Stew Peas	1-1/4 Cup 1/2 Cup
Macaroni & Cheese	3/4 Cup	Rice	3/4 Cup	Beans Baked	3/4 Cup	Carrots	1/2 Cup	Mashed Potatoes	3/4 Cup	Green Beans	1/2 Cup	Cornbread	1/54 Cut
Biscuit	1/54 Cut		2 Each	Bread	2 Slice	Cake	1/54 Cut	Beans Green	3/4 cup	Cake	1/54 Cut	Lake	1/54 Cut
Cake Beverage	1/54 Cut 1 Cup	Cake Beverage	1/54 Cut 1 Cup	Cake Beverage	1/54 Cut 1 Cup	Beverage	1 Cup	Biscuit Cake Beverage	1/54 Cut 1/54 Cut 1 Cup	Beverage	1 Cup		
Dinner									1				
Poultry Bologna	2 WZ	Poultry Ham	2 WZ	Peanut Butter	2 WZ	Poultry Bologna	Z WZ	Poultry Ham	2 WZ	Peanut Butter	2 WZ	Poultry Bologna	2 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	2 FZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	2.12	Sliced Cheese	1 WZ
Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice
Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each
Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each
Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each
Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each	Beverage PC	1 Each		The second	Beverage PC	1 Each

Approval Date

Dietary Consultant Aduna Domully, R.D

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Trinity Services Group



Trinity Services Group	vices	Group		J.	efferso	Jefferson County TX HHC	HHC		Regular	ar		Š	Week 4
Sunday	ay.	Monday	ay	Tuesday	yı,	Wednesday	day	Thursday	ay	Friday	y	Saturday	ay
Breakfast	3,4												
Datmeal w/ Brown Sugar Scrambled Eggs Coffee Cake Hash Brown	1 Cup 3 WZ 1/54 Cut 1/2 Cup 1 Cup	Oatmeal w/ Brown Sugar Scrambled Eggs Biscuit Jelly Milk	1 Cup 2 WZ 1/54 Cut 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Muffin Milk	1 Cup 1 Cup 1/54 Cut I Each	Oatmeal W/ Brown Sugar Gravy Breakfast Biscuit Hash Brown Dairy Drink	1 Cup 1 Cup 1/54 Cut 1/2 Cup 1 Cup	Cereal Grits Sweet Scrambled Eggs Hash Brown Muffin	1 Cup 2 WZ 1/2 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup
Lunch													
Charbroiled Patty Gravy Brown Beans Baked Green Beans Biscuit Cake	1 Each 1/4 Cup 3/4 Cup 3/4 Cup 1/54 Cut 1/54 Cut 1 Cup	Spaghetti w/ Meat Sauce Mixed Vegetables Biscuit Cake Beverage	11/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1/54 Cut	BBQ Poultry Beans Pinto Seasoned Carrots Biscuit Cake Beverage	3/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup	Burrito Filling Rice Flour Tortilla Corn Cake Beverage	1 Cup 3/4 Cup 2 Each 1/2 Cup 1/54 Cut 1 Cup	Yakisoba Green Beans Biscuit Cake Beverage	11/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1/54 Cut 1 Cup	Chicken Patty Gravy Mashed Potatoes Broccoll Biscuit Cake	1 Each 1/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1/54 Cut	Sweet & Sour Chicken Seasoned Rice Carrots & Green Beans Biscuit Cake	3/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup
Dinner		200											
Poultry Bologna Sliced Cheese	Z WZ I WZ	Poultry Ham Sliced Cheese	2 WZ 1 WZ	Peanut Butter Jelly	2 WZ 2 FZ	Poultry Bologna Sliced Cheese	2 WZ 1 WZ	Poultry Ham Sliced Cheese	2 WZ 1 WZ	Peanut Butter Jelly	2 WZ 2 FZ	Poultry Bologna Sliced Cheese	2 WZ 1 WZ
Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice
Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each
Cookie Creme Tortilla Chip	2 Each 1 Each	Cookie Creme Tortilla Chip	2 Each 1 Each	Tortilla Chip Beverage PC	1 Each	Cookie Creme Tortilla Chip	2 Each 1 Each	Cookie Creme Tortilla Chip	2 Each 1 Each	Tortilla Chip Beverage PC	1 Each 1 Each	Cookie Creme Tortilla Chip	2 Each 1 Each
Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each

Approval Date



Dietary Consultant Adura Domully, R.O.

Trinity Services Group	vices (	Group		ř	efferso	Jefferson County TX HHC	HHC		æ	Regular		W	Week 1
Sunday	γı	Monday	ay	Tuesday	ay	Wednesday	day	Thursday	lay	Friday	J	Saturday	ly.
Breakfast	#												I
Oatmeal w/ Brown Sugar Scrambled Eggs Coffee Cake Hash Brown Dairy Drink	1 Cup 3 WZ 1/54 Cut 1/2 Cup 1 Cup	Oatmeal w/ Brown Sugar Scrambled Eggs Biscuit Jelly Milk	1 Cup 2 WZ 1/54 Cut 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Muffin Milk	1 Cup 1 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Gravy Breakfast Biscuit Hash Brown Dairy Drink	1 Cup 1 Cup 1/54 Cut 1/2 Cup 1 Cup	Cereal Grits Sweet Scrambled Eggs Hash Brown Muffin Milk	1 Cup 2 WZ 1/2 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Orink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup
Lunch													
Turkey Frankfurter Mustard PC	2 Each 2 Each	Shepherd's Pie Mashed Potatoes	1 Cup 3/4 Cup	Charbroiled Patty Salad Dressing PC	1 Each 1 Each	Taco Mix Shredded Cheese	1/2 Cup 1/2 WZ	Country Stew Peas	1-1/4 Cup 1/2 Cup	Chill	1 Cup 3/4 Cup	Chicken Patty Gravy	1 Each 1/4 Cup
Beans Baked	3/4 Cup	Carrots	1/2 Cup	Macaroni & Cheese	3/4 Cup	Rice	3/4 Cup	Cornbread	1/54 Cut	Green Beans	1/2 Cup	Mashed Potatoes	3/4 Cup
Mixed Vegetables	1/2 Cup	Biscuit	1/54 Cut	Broccoli	1/2 Cup	Corn	1/2 Cup	Cake	1/54 Cut	Cornbread	1/54 Cut	Carrots & Green	3/4 Cup
Bread	2 Slice 1/54 Cut	Cake Beverage	1/54 Cut 1 Cup	Biscuit	1/54 Cut	Corn Tortilia Cake	2 Each 1/54 Cut	Вечегаде	1 Cup	Cake	1/54 Cut	Beans Biscuit	1/54 Cut
Beverage	1 Cup			Beverage	1 Cup	Beverage	1 Cup					Cake	1/54 Cut
Dinner													
Poultry Bologna	Z WZ	Poultry Ham	2 WZ	Peanut Butter	2 WZ	Poultry Bologna	2 WZ	Poultry Ham	Z WZ	Peanut Butter	2 WZ	Poultry Bologna	2 WZ
Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	2 FZ	Sliced Cheese	I WZ	Sliced Cheese	1 WZ	Jelly	2 FZ	Sliced Cheese	1 WZ
Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice	Bread	2 Slice
Mustard PC	1 Each	Mustard PC	1 Each	Cookle Creme	2 Each	Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each
Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Coakle Creme	2 Each
Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each
Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each

Approval Date

Dietary Consultant Adula Domully, R.O.

Trinity Services Group

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# 2-week Cycle Menus

Trinity Services Group	vices (	Sroup		Ť	efferso	Jefferson County TX HHC	HEC		Regular	ular		>	Week 2
Sunday	ay	Monday	lay	Tuesday	ay	Wednesday	day	Thursday	lay	Friday	>	Saturday	ay
Breakfast	st.												
Oatmeal w/ Brown Sugar Scrambled Eggs Coffee Cake Hash Brown	1 Cup 3 WZ 1/54 Cut 1/2 Cup 1 Cup	Oatmeal w/ Brown Sugar Scrambled Eggs Biscuit Jelly	1 Cup 2 WZ 1/54 Cut 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Muffin Milk	1 Cup 1 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Gravy Breakfast Biscuit Hash Brown Dairy Drink	1 Cup 1 Cup 1/54 Cut 1/2 Cup 1 Cup	Cereal Grits Sweet Scrambled Eggs Hash Brown Muffin Milk	1 Cup 2 WZ 1/2 Cup 1/54 Cut 1 Each	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 2 WZ 1/4 Cup 1 Cup
Lunch													
Spaghetti w/ Meat Sauce Mixed Vegetables Biscuit Cake	1.1/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup	11/4 Cup Charbroiled Patty Gravy Brown 1/2 Cup Beans Baked 1/54 Cut Green Beans 1/54 Cut Biscuit Cake 1 Cup Cake	1 Each 1/4 Cup 3/4 Cup 3/4 Cup 1/54 Cut 1/54 Cut 1 Cup	BBQ Poultry Beans Pinto Seasoned Carrots Biscuit Cake Beverage	3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup	Yakisoba Green Beans Biscult Cake Beverage	11/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1/54 Cut	Burrito Filling Rice Flour Tortilla Corn Cake Beverage	1 Cup 3/4 Cup 2 Each 1/2 Cup 1/54 Cut 1 Cup	Chicken Patty Gravy Mashed Potatoes Broccoli Biscuit Cake Beverage	1 Each 1/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1/54 Cut	Sweet & Sour Chicken Seasoned Rice Carrots & Green Beans Biscuit Coke	3/4 Cup 3/4 Cup 1/2 Cup 1/54 Cut 1/54 Cut 1 Cup
Dinner													
Poultry Bologna Sliced Cheese	2 WZ 1 WZ	Poultry Ham Sliced Cheese Bread	2 WZ 1 WZ	Peanut Butter Jelly Bread	2 WZ 2 FZ	Poultry Bologna Sliced Cheese	2 WZ 1 WZ	Poultry Ham Sliced Cheese	2 WZ 1 WZ	Peanut Butter Jelly	2 WZ 2 FZ	Poultry Bologna Sliced Cheese	Z WZ 1 WZ
Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each	Mustard PC	1 Each	Cookie Creme	2 Each	Mustard PC	1 Each
Cookie Creme	2 Each	Cookle Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each	Cookie Creme	2 Each	Tortilla Chip	1 Each	Cookie Creme	2 Each
Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each	Tortilla Chip	1 Each	Beverage PC	1 Each	Tortilla Chip	1 Each
Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each	Beverage PC	1 Each			Beverage PC	1 Each

Approval Date

Trinity Services Group

Dietary Consultant Laura Domully, R.D.



# **Nutritional Adequacy Statement**



March 8, 2023

# STATEMENT OF NUTRITIONAL ADEQUACY

The proposed bid menus were written for <u>Jefferson County</u> to be served as the regular menu in general population. The analysis confirms the menus provide a nutritionally adequate diet for incarcerated adults and meets the contract specifications and provides an average of 2300 calories per day. Menus are average over a 7-day period.

Specifically, as written and analyzed, the menus satisfy the Recommended Dietary Allowances and Dietary Reference intakes for major nutrients required for adults ages 19 through 50 per the National Academies of Science – National Research Council. Some nutrient values may vary based on the nutrient data available from manufacturers and the specific items used for analysis. The menus as written meet or exceed the TJCS Standards and the American Correctional Association standards.

Laura Donnellez, RO.LD

Laura Donnelly, R.D., L.D. West Region Dietitian



# **Staff Dining**

Trinity understands the stressful environment and responsibilities that the staff and officers have to deal with each day. We attempt to offer relief from that environment by providing a food service program to your staff and officers to promote morale, nutritional value, and a pleasant diversion from their daily duties.

We have provided sample Staff Dining menus on the following pages. We want to meet with you to determine better the needs and suggestions for the officers and administration.

A four-week menu sample follows. The two-week menu will be a duplicate of weeks one and two.







# Jefferson County, TX **STAFF ODR MENU**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK1	Stir Fried Chicken, Rice, Oriental Mixed Vegetables, Brownie	Salisbury Patty, Mashed Potatoes, Gravy, Carrots, Sugar Cookie	8BQ Chicken Quarter, Scalloped Paratoes, Green Beans, Peach Crisp	30 Spaghetti in Meat Sauce, Corn, Iced Cake	Chicken Tenders, French Fries, Boked Beans, Snickerdoodle Cookie	Fried Tilapio Fillet, Rice Pilaf, Broccoli, Iced Cake	Sloppy Joe on a Hamburger Bun, Potato Salad, Green Beans, Pudding Parfait
WEEK 2	Oven Fried 4 Chicken, Macoroni & Cheese, Mixed Vegetables, Snickerdoodle Cookie	Taco Beef, Spanish Rice, Mexicali Corn, Peach Crisp	Chicken Tenders, BBQ Sauce, Pasta Salad, Cucumber Tomato & Onion Salad, Brownie	Chicken Fried Steak, Country Gravy, Mashed Potatoes, Green Beans, Glazed Cake	Lasagna, Peas, Carrots, Sugar Cookie	Meatloaf, O'Brien Potatoes, Mixed Vegetables, Ice Cream	Chicken Parmeson, Spaghetti, Broccoli, Iced Cake
WEEK 3	Burrito Bean & Cheese, Mexican Rice, Corn, Sour Cream, Brownie	Chicken Alfredo, Spaghetti, Carrots, Snickerdoodle Cookie	Chili con Carne, Baked Potato, Broccoli, Peach Crisp	Vegetable Egg Roll, Fried Rice, Mixed Vegetables, Iced Cake	Roast Beef & Gravy, Mashed Potatoes, Green Beans, Sugar Cookie	Oven Fried Chicken, Macaroni & Cheese, Broccoli Combo, Pudding Parfait	Ham Glazed w/ Pineapple, Baked Sweet Potato, Cabbage & Carrots, Iced Cake
WEEK 4	Beef Stroganoff, Egg Noodles, Parsiled Carrots, Snickerdoodle Cookie	Baked Chicken Breast, Sweet Sour Sauce, Seasoned Rice, Oriental Mixed Vegetables, Peach Crisp	Spaghetti & Meatballs in Marinara Sauce, Broccoli, Brownie	Beef Stew, Rice, Green Beans, Glazed Cake	Chicken Pot Pie, Mixed Vegetables, Biscuit, Iced Cake	Pried Tilapia Fillet, Au Gratin Potatoes, Green Beans, Ice Cream	BBQ Roast Pork Mashed Potatoes, Cabbage & Carrots, Sugar Cookie



CHEESEBURGER: (with or without bacon) and fries
GRILLED CHEESE: (with or without bacon) and fries
GRILLED CHICKEN BREAST for salad or sandwich
QUESDILLA (cheese or chicken)
HOT HAM AND CHEESE
CHIPS









The Trinity Take-Out Program (TTO) can help Jeffferson County reinforce positive inmate behavior, boost inmate morale and support inmates' connections with family and friends.

Trinity recognizes the emphasis Jefferson County places on inmate behavior improvement. TTO is one way Jefferson County can encourage the inmate's behavioral modification while boosting morale. TTO is already proving to be an excellent tool to accentuate the power of positive reinforcement for improved behavior in following rules and meeting/exceeding the standards prescribed in other Trinity-run facilities. TTO can be used as a reward for housing area cleanliness or other areas of concern that Jefferson County would like to emphasize.

- TTO offers a variety of restaurant-quality food prepared by professionally trained staff
- All products sold within this program can be developed explicitly for Jefferson County with regional preferences in mind
- Not only available to inmates but your Officers and staff can also purchase TTO!
- The TTO program is currently established in other Trinity-run facilities
- TTO is made available only to the inmates Jefferson County deems eligible to participate





### CHICKEN ALFREDO

Fresh grilled chicken served up old world style, on top of a generous pile of fettuccine dressed in the creamiest parmesan sauce this side of Grandma's kitchen. Served with buttery garlic bread, a fresh garden salad and ranch dressing.

### **CARNE ASADA**

An ample five ounces of tender, seasoned beef strips simmered in scratch-made red chili sauce. Served with bell pepper studded and melty white cheese topped "street corn" style roasted corn, flavorful Charro beans, a warm soft flour tortilla, crispy tortilla chips and a side of salsa for dipping.





### BEEF AND BROCCOLI

A bed of fresh steamed broccoli topped with five oz. of beef simmered in a thick, savory Asian-inspired sauce. Served with a side of steamed white rice, a vegetable eggroll, and soy sauce for dipping.





### CHOPPED POLLO

An ample five ounces of tender, seasoned chicken thighs simmered in scratch-made red chili sauce. Served with bell pepper studded and melty white cheese topped "street corn" style roasted corn, flavorful Charro beans, a warm soft flour tortilla, crispy tortilla chips and a side of salsa for dipping.

# CHICKEN QUESADILLA

Two 10-inch flour tortillas stuffed with seasoned chicken and shredded cheese, then griddled until hot and melty and cut into quarters. Served with bell pepper studded and melty white cheese topped "street corn" style roasted corn, flavorful Charro beans, crispy tortilla chips and a side of salsa for dipping.



The five preceding meals come with a 20 oz. bottle of Pepsi.







## **CHEESEBURGER**

A grilled American classic topped with cheese, lettuce, tomato, and onion. Brought to you on a buttered toasted bun and served with our signature Whole Shabang chips.

## CHICKEN SANDWICH

A tender all white meat chicken patty fried and topped with cool mayo, lettuce, tomato, and Pickles served on a buttered toasted bun. Accompanied with the side of our signature The Whole Shabang chips.







### PHILLY CHEESESTEAK

Tender thinly sliced beef freshly grilled with onions and Peppers and stuffed into a large hoagie roll. Presented underneath a blanket of hot melted provolone cheese. Served with our signature The Whole Shabang chips.

### **CHICKEN TENDERS**

4 gold and crispy jumbo breaded chicken tenders until golden and crisp. Try these monsters out with a side of smokey barbque sauce and creamy ranch dressing for dipping. And don't forget a bag of our signature The Whole Shabang chips.





The four meals above come with a 20 oz. bottle of Pepsi and a six ounce bag of The Whole Shabang potato chips.

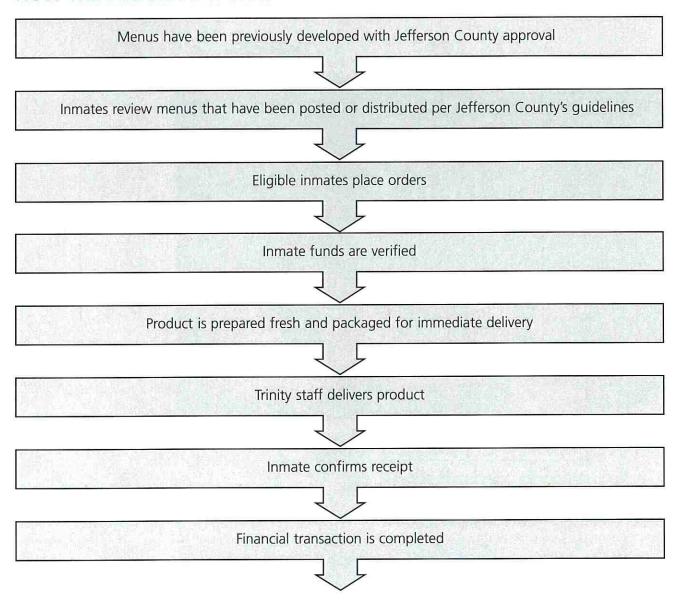




# **Inmate Ordering Process**

Inmates eligible for TTO may place their order on a schedule that has been set and approved by the Jefferson County Correctional Facility. Orders may be place by manual order for or via the commissary system dependent upon Jefferson County provider and ordering system. Trinity Services Group will work to customize an ordering program that will work for you!

## HOW THE PROGRAM WORKS

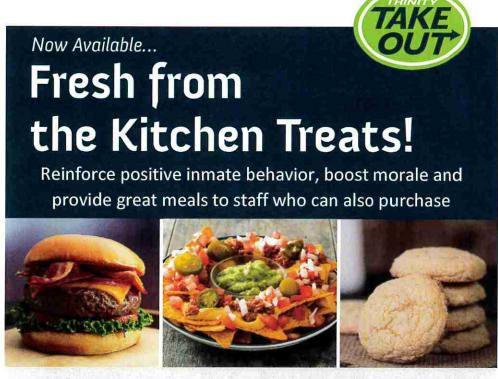




# Friends and Family Ordering

Should Jefferson County be interested and give permission to do so, Trinity can implement our Friends and Family ordering platform.

The Friends and Family platform provides an online ordering system enabling friends and family to order for the inmates through a credit card transaction. The ability of a friend or family member to send an inmate TTO while incarcerated aids in maintaining family ties.



Tell Family & Friends they can make purchases at www.TTOFood.com

EASY. SECURE. MULTI PLATFORM.



# Officer and Staff TTO

Understanding the importance of accommodating Officers remaining at their posts during their shift, TTO is available for Officers and Staff to purchase on the same days the program is offered to the inmates.

Trinity has an established online ordering platform that can be customized for Jefferson County. This platform can enable the Officers and staff to purchase and pay for TTO items without leaving their posts.

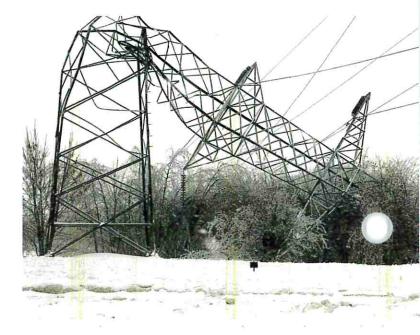
- Ordering is available by visiting the website URL while at the facility or scanning a QR code and ordering by phone
- The website processes credit card payments securely and in real-time
- The only information needed is the name of the officer, location, and credit card information
- When the order is successfully processed, a receipt will print out with an order number and "pick-up" details



# **Emergency Food Service**

Our policy is to serve all meals as scheduled despite emergencies—power failure, fire, inmate lockdown, or local disaster. We have never failed to provide meals during emergency conditions.

Every Trinity unit is required to have a written plan that outlines its particular needs in an emergency. At a minimum, a three-day supply of food and disposable service ware is available at all times. Additional quantities of those items that would be needed the most in an emergency are kept on-site; the amount and scope can vary with the individual facility's size and complexity. We will meet with the facility commander to determine the exact quantities. Staff from units closest to the one(s) affected can assist if required. We re-evaluate the contingency plan annually and conduct additional training as needed.



In the event of a scheduled or emergency closure of the kitchen, Trinity can assist the facility with arrangements for a correctional grade, certified mobile kitchen to be leased, transported, and installed for the appropriate period. We have several companies that we have utilized in the past and would assist the client in choosing the proper equipment to meet the facility's production and timing requirements. In some cases, other County entities may have a mobile kitchen available for loan.



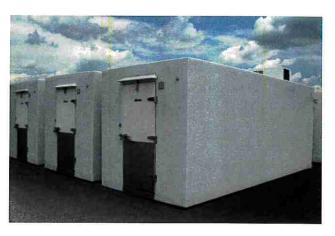
Whenever possible, we will follow routine operating procedures and schedules.

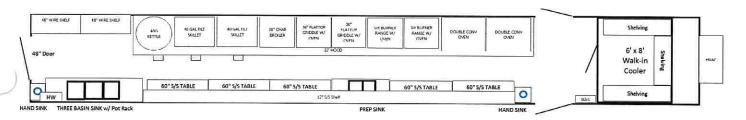
- Whenever possible, we will follow routine operating procedures and schedules
- At the discretion of the Food Service
   Director or his representative, Food Service
   employees will be subject to call-in to
   provide staffing on a 24-hour basis.
- Meal Service:
  - By mutual agreement, the Food Service Director or his representative and the Facility Commander may change the meal hours based on the emergency's extent.
  - In the event of power failure, a oneday menu is available.

- Disposable utensils, trays, and flatware are available if the emergency warrants their use. The decision to use the disposable service ware or a portion of it will be the Food Service Director or his representative's responsibility, in conjunction with the Facility Commander.
- Food and disposable service ware can be resupplied by phoning the authorized vendors, or if there is a problem with delivery, other nearby Trinity units will assist.
- Employees receive emergency procedure instruction in regular training sessions.

### SAMPLE MOBILE KITCHENS









# Emergency Operation Scenarios LOSS OF WATER

- All food is served on disposable service ware.
- Arrangements will be made with a local water supplier to provide emergency supplies.
- Emergency menus are used until the end of the emergency.

# LOSS OF STEAM OR ELECTRICITY

- The Food Service Director will evaluate the possibility of using alternative cooking methods.
- If alternative power is available, the standard menu will be followed.

## **VENDOR FAILURE**

- Substitutions of appropriate menu items of comparable quality and nutritional value for undelivered items.
- The Food Service Department will maintain the standard house menus with appropriate substitutions unless the delivery failure is so significant that emergency menus are required.

# WORK STOPPAGE

- Food Service will have on hand sufficient foodstuff and supplies to provide meal service during a work stoppage.
- Emergency menus will be instituted.
- An emergency workforce will be formed by employees from other units.

### INMATE WORK STOPPAGE

- Trinity has established an emergency staff recall hierarchy that consists of first utilizing Trinity staff employees assigned to the unit that may be off duty.
- Secondly, we would utilize Trinity staff from throughout the region.
- Thirdly we would call on our business partner's employees from the region.
- As a last resort, we would utilize temporary agency fill-in with the understanding that all call-in staff would have to clear a background check, know jail operations, and that the background clearances from other facilities would assist in streamlining the clearance process.



# Menu Protocol

This protocol guides correctional food service managers who need to modify the regular menu due to an emergency.

The protocol defines menu patterns for use during emergencies when the food service kitchen cannot perform routine operations. It focuses on what it takes to ensure that we meet basic inmate nutritional needs during an emergency. The emergency may be a result of the following factors:



- Natural disasters such as hurricane, tornado, blizzard, and earthquake
- Mass disturbance, escapes or hostage situations resulting in complete facility lockdown
- Environmental catastrophes such as fire, flood, and biochemical spills
- Disease outbreaks
- Mass evacuations

In the event of an emergency involving disruption of food preparation and service, the regular menu will be substituted or modified using the Tier One or Tier Two meal pattern.



# TIER ONE MEAL PATTERN

# INDICATORS TO IMPLEMENT THE TIER ONE MENU

- The emergency has the potential to be long-lasting however the expectation is a return to usual operating standards within a few days
- There is limited or no inmate/staff/ volunteer labor, but the expectation is a return to normal within a few days
- Vendor deliveries are unlikely but are expected to return to normal within a few days
- Power (electricity, steam, cooking gas) is not available; however, freezers, coolers, and an outlet for slicer are all required identified and operational on a back-up generator

# PREREQUISITES TO USING THE TIER 1 MENU

- Based on Tier 1, a 2600-calorie meal pattern is implemented for all diets except Enhanced and Renal which will follow specific meal patterns
- Foods in the Tier 1 menu will not require cooking or heating
- Special product ordering will not be necessary since the menu will utilize inventory that is typically on hand
- The operation will maintain a minimum of 9 meals worth of food items listed in the menu pattern to be in the on-hand inventory at all times
- The Food Service Director will develop each day's menu based on the Tier 1 meal pattern utilizing stock that is typically on hand
- The Tier 1 meal pattern is used for a maximum of three days or nine consecutive meals



	e Portion Beverage One Portion	1 each Milk 1 C 1/2 C Smart Milk 1 C 1/2 C	1/2 C Hi Cal Beverage 1.C 1/2 C 1 ea	3 oz Hi Cal Beverage 1 C 1 pc 1 pc 1/2 C 1/2 C 1/2 C 1/2 C
	One Portion Dessert/Fruit One Portion	Cookles, 3 oz Cake, 1/54 11 Canned Fruit 11 Fruit Juice 11 Fresh Fruit	Canned Fruit Fruit Juice Fresh Fruit	Baked Cookie Cake, 1/54 Brownie, 1/54 Fruit Crisp Troe Cream Popsicle Jello
OPS	One Portion	17b 27b 27b	1176 2 T 5 2 T 5	2 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
FOOD GROUPS	Condiment	Margarine Mayo Style Dressing Jelly	Margarine Mayo Style Dressing Jelly	Margarine Mayo Siyle Dressing Jelly
	One Portion	3/4 C 1 sl 1/2 ea 1/2 ea 6 ea	1 sl 1 ea 1/2 ea 6 ea	1 sl 1 ea 1/2 ea 1/2 ea 6 ea
	Starch	RTE, Cereal w/ 2 pkts sugar Sliced Bread Buns (HD/HB) Cornbread, 1/54 Saltines	Sliced Bread Com Taco Shell Buns (HD/HB) Combread, 1/54 Saltines	Sliced Bread Corn Taco Shell Buns (HDHB) Combread, 1/54 Saltines
	One Portion	2 wz 2 wz 2 Tb	2 wz 2 wz 2 Tb	2 wz 2 wz 2 Tb
	Protein	Sliced Deli Meat Cheese Peanut Butter	Sliced Deli Meat Cheese Peanut Butter	Sliced Deli Meat Cheese Peanut Butter

	2600 Calories Mea	2600 Calories Meal Pattern
	Protein	1 Portion
	Starch	3 Portions
	Condiment	1 Portion
1 A	<b>Dessent/Fruit</b>	1 Portion
	Beverage	1 Portion
	Protein	2 Portions
	Starch	4 Portions
o z	Condiment	1 Portion
. 25	Fruit	1 Portion
	Beverage	1 Portion
	Protein	2 Portions
ο.	Starch	4 Portions
- z :	Condiment	1 Portion
ZW	Dessert	1 Portion
2	Beverade	1 Portion



# Acknowledgement and/or Response to Request for Proposal

# TIER TWO MEAL PATTERN

# INDICATORS TO IMPLEMENT THE TIER TWO MENU

- The emergency has the potential to be long-lasting; however, the expectation is a return to usual operating standards within a few days.
- The emergency has the potential to be long-lasting however almost all operating standards can be met
- There is limited inmate/staff/volunteer labor yet almost all operating criteria can be met
- Vendors can make deliveries
- All or most major equipment is operational

# PREREQUISITES TO USING THE TIER 2 MENU

- Based on the Tier 2 2600 calories meal pattern
- Forms the basis of the diet menus which will have separate meal patterns
- Will be developed for use for an extended emergency period but transition to regular food service as soon as feasible
- The decision to implement Tier 2 protocol will involve the Regional Director, District Manager, and Food Service Director
- The Food Service Director will develop each day's menu based on the Tier 2 meal pattern, selecting menu items to accommodate available labor and equipment



				F	OOD	FOOD GROUPS					
Protein	One Portion	Starch	One Portion	Condiment	One Portion	Fruit/Vegetable	One Portion	Dessert	One Portion	Beverage	One
Sliced Deli Meat Cheese Peanul Butter Turkey Sausage	2 wz 2 wz 2 Tb 2 wz	RTE, Cereal w/ 2 pkts sugar Ckd Cereal Silced Bread Coffecake 1/54 Combread 1/54 Waffle High Fiber Cake	3/4 C 1 C 1 S 1 1/2 ea 1 1/2 ea 1 1/2 ea 6 ea	Margarine Mayo Style Dressing Jelly	1 Tb 2 Tb 2 Tb	Fresh Fruit Canned Fruit Fruit Juice	1 ea 172 C 172 C			Milk Smart Milk	00
Poultry 3 wz Sliced Deli Meat 3 wz Cheese 3 wz Peanut Butter 4 Tb Polish Sausage 4 wz Hamburger 4 wz Dried Beans, any typet 1 C Fish	3 wz 3 wz 3 wz 4 Tb 4 wz 4 wz 4 wz 3 wz 9 et 1 C	Sliced Bread Corn Taco Shell Buns (HD/HB) Cornbread 1/54 Pasta, ckd Rice, ckd Potatoes, ckd Saltines	1 sl 1 ea 1/2 ea 1/2 C 1/2 C 3/4 C 6 ea	Margarine Mayo Style Dressing Jelly Salad Dressing	47 2 4 4 5 4 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5	Fresh Fruit Canned Fruit Fruit Julceler Carrot/Celery Sticks Frozen Vegetable Canned Vegetable Tossed Salad	1 ea 1/2 C 1/2 C 6 ea 1/2 C 1/2 C	Cake 1/54 Coffeecake 1/54 Baked Cookle Fruit Crisp Brownie 1/54 Jello Popsicle Ice Cream	1 ea 3 oz 1/2 c 1 ea 1/2 c 1 ea 1/2 c	Hi Cal Beverage	O F
Poultry 3 wz Sliced Deli Meat 3 wz Cheese 3 wz Cheese 4 w Hamburger 4 w Hamburger 4 wz Hot Dog 3 wz Dried Beans, any type 1 C Fish	3 wz 3 wz 3 wz 4 wz 4 wz 4 wz 4 wz 9 e 1 C 4 wz	Sliced Bread Corn Taco Shell Burs (HD/HB) Corribread 1/54 Pasta, ckd Rice, ckd Potatoes, ckd Saltines	1 sl 1 ea 1/2 ea 1/2 C 1/2 C 3/4 C 6 ea	Margarine Mayo Style Dressing Jelly Salad Dressing	1 2 2 2 4 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5	Fresh Fruit Canned Fruit Julice Carrou/Celery Sticks Frozen Vegetable Canned Vegetable Tossed Salad	1 ea 1/2 C 1/2 C 6 ea 1/2 C 1/2 C	Cake 1/54 Coffeecake 1/54 Baked Cookle Fruit Crisp Brownie 1/54 Jello Popsicle Ice Cream	1 ea 3 oz 1/2 c 1 ea 1/2 c 1 ea 1/2 c	Hi Cal Beverage	o -

AL PATTERN 2600 Calories Meal Pattern  1 Portion age 1 Portion h 4 Portions liment 1 Portion h 4 Portions liment 1 Portion ert 1 Portion
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



# Safely Re-establishing Food Service After a Disaster

Trinity follows emergency procedures to re-establish safe, sanitary food handling and service environments following unfortunate disasters. These could include floods, earthquakes, hurricanes, fires, and tornadoes, which may be accompanied by excessive wind and water and power outages and utility interruptions, all of which disrupt our normal business operations.

Our unit management is responsible for contacting local, state, or provincial health departments or other appropriate regulatory authorities for specific reopening requirements and approval to reopen following interruption of operations due to a disaster.

# PERSONAL SAFETY

Regardless of the nature of the disaster, personal safety is our priority. Our staff will not initiate cleanup activities until all hazards associated with high water, gas leaks, downed power lines, damaged buildings, and contamination are removed.

We will conduct a preliminary survey of the facility in the daylight. Damaged buildings and facilities must be entered cautiously. Once the extent of any damage has been determined, and hazards have been identified, our staff will prepare for cleanup

by arranging for removal of all filth and debris, and obtain the necessary equipment, including protective clothing and safety equipment.

# INITIAL CLEANUP

Water used for cleanup activities must be from a known safe source. Instructions for disinfection of a flooded well or one that is being reactivated are available from District Management. Assistance from service professionals or utility companies is requested to disconnect equipment, open breaker boxes, or restart equipment in flooded or water-damaged facilities.

In flooded or water-damaged operations, we will wash or flush walls and floors with clean water. Final cleanup of walls, floors, ceilings, cabinets, counters, immobile equipment, and other surfaces, is done with plenty of detergents to remove soil and stains.

Without exception, a thorough cleaning will be followed by effective disinfection of all surfaces, opening doors and vents, and portable mechanical ventilation. We realize that bleach is a hazardous chemical and must be used properly to avoid injury and use personal protective equipment as needed while following all instructions for its use.



# Hurricane Plan

Once it appears that a Hurricane is possible, the Food Service Director will contact the facility administration and coordinate all food services activities. Once the plan is in motion, communication is vital, so emergency contact numbers should be exchanged.

The Food Service Director will adhere to any additional tasks that are dictated by the Administration. It is crucial to be mindful that the safety and well-being of many people will depend upon the actions of both teams during the crisis.

At every step of the way, we will communicate actions/status/problems to both Trinity and the jail administration. While it is our team's goal to follow this plan, we also realize that extreme conditions may exist that will require them to pursue alternative solutions. If so, they will act in the best interest of the safety and care of those for whom they are responsible and will make sure the Administration approves of those actions.



# Sample Plan

# PHASE ONE: HURRICANE WATCH

The Food Service Director will report to the District Manager and apprise him of the following:

- The current situation
- A detailed description of the current inventory
- The projected number of hot and cold meals that can be produced from the current inventory, including any deliveries scheduled to arrive within 24 hours. If necessary, orders will be immediately placed with appropriate vendors for delivery within 24 hours to ensure a seven-day food supply.



# Acknowledgement and/or Response to Request for Proposal

The Food Service Director will report to the Administration the number and kind of meals which can be produced from the current inventory. He will be available for any meetings/contingency plans undertaken by the facility.

The Food Service Director will notify the staff of the hurricane status, instruct them to make arrangements for their families in the event the hurricane becomes a reality, and when and where to report if a hurricane warning is issued.

# PHASE TWO: HURRICANE WARNING

The Food Service Director will report to the District Manager and appraise him of the current situation at least every eight hours.

The Food Service Director will contact the Administration with a status update and inquire:

- If any additional people are to be housed and fed during the facility's crisis to re-evaluate the inventory needs
- If inmate labor will remain available to the kitchen if the hurricane strikes
- If there are any evacuation plans

The Food Service Director will place emergency orders for any additional people, food, or supplies. The Food Service Director will maximize the bread and sandwich meat inventories if the facility loses power. If storage is adequate, seven days of cold meal inventory and as much fresh fruit as is possible will be stored.

The Food Service Director will contact the staff with instructions on when to report to work.

The Food Service Director will set aside emergency supplies of water when the storm is deemed to arrive within 24-36 hours and take any other preparatory measures that are prudent such as baking rolls if there is a concern of the bread supply running short.

# PHASE THREE: HURRICANE STRIKE

Once a hurricane hits, the Food Service Director will remain in contact with the Administration to coordinate inmate feeding schedules.

The Food Service Director will report to the District Manager and apprise him of the current situation at least every six hours during the first 24 hours after the hurricane passes.

District support personnel will come to the facility within 48 hours after the storm passes to help assess the situation.



November 17, 2022

To whom it may concern,

During the storm and aftermath [Hurricane Ian], the Trinity staff exceeded our expectations with providing continued services to the DeSoto County Jail.

Daily food services and operations were not interrupted due to the damages that occurred throughout the community.



Captain Joshua Pitts DeSoto County Sheriff's Office Detention Bureau Commander 208 East Cypress Street Arcadia, Florida 34266 Phone: (863) 993-4700 Ext: 2260

Fax: (863) 993-4712

Email: joshuapitts@desotosheriff.org





# Henry A. Trochesset Sheriff Galveston County

September 12, 2017

Trinity Services Group, Inc. Attn: Larry G. Vaughn, President 477 Commerce Blvd. Oldsmar, Florida 34677

Dear Mr. Vaughn,

I would like to extend my sincere appreciation to you and your team for the assistance provided to the staff of the Galveston County Sheriff's Office.

After Hurricane Harvey made landfall, our agency was inundated with recovery efforts and many employees spent much time away from their own families and homes in order to service the citizens of this county. Your team was very gracious to extend support and hot cooked meals to our employees during this time. This kindly gesture has warmed the hearts of many dedicated employees and for that, I am grateful. With the support of our community, we were able to accomplish our goal of helping many local residents in need.

In closing, if we can ever be of assistance, please don't hesitate to contact our office.

Sincerely,

Henry Trochesset

Sheriff

To Protect and Serve

601 54TH STREET · SUITE 2100 · GALVESTON, TEXAS 77551 · PHONE: 409-766-2300



# FLAGLER COUNTY SHERIFF'S OFFICE



Rick Staly Sheriff

Dear Mr Vaughn,

I would personally like to take this opportunity to express my thanks to the Trinity Staff for their hard work and for the great meals that were prepared for our staff during Hurricane Irma.

Please do not hesitate to call upon our agency whenever we may be of service to you.

Sincerely,

Sheriff Rick Staly





# David Gee, Sheriff Jose Docobo, Chief Deputy

P.O. Box 3371 Phone (813)247-8000 www.hcso.tampa.fl.us

Hillsborough County Tampa, Florida 33601 September 21, 2017

Mr. Larry Vaughn Chief Executive Officer Trinity Services Group, Inc. 477 Commerce Boulevard Oldsmar, Florida 34677

Dear Mr. Vaughn:

It is with sincere gratitude that I am writing to you to express my appreciation for the support and service that Trinity Services Group provided to our staff and inmates during Hurricane Irma. The Trinity management team developed a comprehensive plan of action that was executed flawlessly.

I assure you that your staff's efforts, which began numerous days prior to Irma's landfall until the facilities returned to normal operations, did not go unnoticed. Trinity staff played an integral part in ensuring that our continuity of operations plan for food service to inmates and staff was met. Their commitment and dedication to providing excellent service was evident.

Please share my gratitude with your staff for all of their hard work, personal sacrifice, and professionalism during this event. As always, I look forward to working with Trinity Services Group in the future.

Sincerely,

Kenneth D. Davis, Colonel Department of Detention Services

KD/te



# **Quality Assurance**

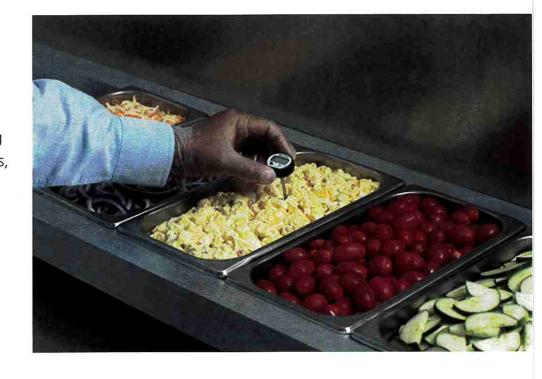
Trinity provides quality food service to the correctional environment. Our staff is always on alert, monitoring all phases of food production and service, including purchasing, receiving, and storing food. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

Trinity has developed a customized, comprehensive platform to support and promote excellence in quality controls for our field operating units. These protocols encompass a multi-faceted "farm to table" approach, beginning with the supply chain and ending with service (customer consumption of prepared products). If one step of a process does not meet a stated standard, on-site management immediately performs corrective action. A facility may require a tailored version of the criteria to meet their physical plant or contract's unique requirements. Quarterly audit procedures document the effectiveness of each system. Our quality assurance program is based on the

American Correctional Association (ACA) Standards.

Each Trinity location must have a unique document dedicated to food safety and sanitation practices, including policies, operating procedures, and technical resources.

Each unit manager is also responsible for monitoring their unit's food safety and sanitation procedures and performing a monthly food safety inspection.



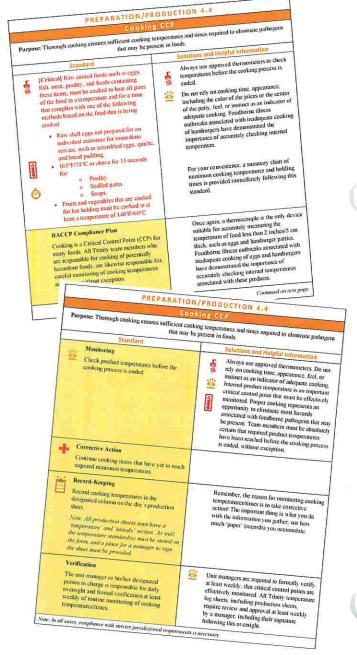


## Quality Assurance Manual

Our quality assurance standards also are based on the FDA Food Code, listed in our comprehensive Quality Assurance Standards and Solutions Manual. Standards include standard operating procedures, sanitation standard operating procedures, and HACCP compliance plans. Unique to this manual is the identification of detailed solutions and helpful information for each standard. A copy of this manual is available for reference in each Trinity operating unit.

# Quality Assurance Manual Table of Contents Tab 1 - Introduction Tab 2 - Purchasing and Receiving Tab 3 - Storage Tab 4 - Preparation Production Tab 5 - Service Distribution Tab 6 - Staff Standards Tab 7 - Cleaning and Sanitizing Tab 8 - Equipment, Utensils and Linens Tab 9 - Premises Tab 10 - Facilities Design Tab 11 - QA Program Management Highlights Tab 12 - Crisis Management







# Acknowledgement and/or Responses to Request for Proposal

# Corporate Level Quality Assurance Support

Several corporate departments are involved in supporting our regional food service teams in their responsibilities to maintain the highest possible standards for quality assurance.

Supply Chain Department - A network of primary broadline distribution vendors and numerous specialty vendors make up the sources for consumable and disposable supplies for our locations throughout the continental United States. Depending on the product base for a particular vendor, one or several of the following requirements may apply.

- Proof of annual inspections from an accredited food safety auditing entity such as Merieux Nutrisciences and AIB (American Institute of Baking)
- Compliance with applicable aspects of the 2011 Food Safety Modernization Act
- Adherence to Trinity's mandated recall policies
- Participation in Trinity's performance standards reporting for on-time deliveries and product fulfillment

Training Department - Trinity's training department is a network of training professionals promoting and providing instruction for basic and advanced quality assurance science and standards. Our trainers provide information and materials relative to Trinity team members as well as incarcerated work crew members.

- Trinity Services Group team member training facilitated through
  - a Live events
  - Virtual/proctored events
  - Self-Paced events
- Mandatory QA related training for all unit level team members
  - Rookie Fast Track
  - ServSafe Food Handlers Certification
  - ¬ HACCP protocols/procedures
  - Kitchen/equipment safe operation
- Inmate/resident/detainee/convict training
  - Kitchen safety
  - Mandatory adherence to hygiene standards
  - Critical aspects for ServSafe protocols

#### Support Services Department -

Supports Trinity's efforts in the administration of all facets of our NetMenu platform, Corporate Chef activities, Quality Assurance and OPA (Operational Performance Audit).

- PCQI (Preventative Controls Qualified Individual) and HACCP support
- Crisis Management maintains a platform through which 24/7/52 expertise/support is available to any of our operating units through Experts On-Demand and BIOTRAX testing laboratory



#### Food Service Unit-Level Processes -

To maintain our position as a premier food service management company and achieve our business objectives, we believe it is essential that food safety becomes an intrinsic part of our business plan. We understand that the prevention of foodborne illness and good sanitation practices bring tangible benefits to our workforce, clients, shareholders, and company. By maintaining an effective food safety policy, we meet legal obligations and perform due diligence within the organization.

Our food service units maintain an extreme awareness for safe handling practices of food products, ensuring all who work in a Trinity kitchen are well trained in critical aspects of food safety.

- Hygiene awareness
  - Trinity staff must meet or exceed Trinity's and local health department guidelines
  - Xitchen workers (inmate workforce) are subject to hygiene checks before entering into a kitchen and

- questioning for common health concerns, cuts, wounds, illnesses
- Inmate workers are continually monitored to ensure safe food handling, hand washing, and other standards throughout the workday
- Storage area temperature recording performed a minimum of 3 times per day at prescribed time frames
- Delivery vehicle temperature checks to ensure proper temperatures are maintained for all products
- Recording of food temperatures at varying intervals to ensure minimum standards are maintained throughout the production/serving process
  - a Cooking/production
  - a Holding product for service
  - Temperatures of the products served (random checks throughout each service period)
- Daily cleaning schedules for all kitchen equipment
- Detailed cleaning schedules for regular breakdown cleaning of all applicable equipment



## Kitchen Operation Checkpoints for Quality

#### MENU PLANNING

- Because of the unique production/ service system found in a correctional environment, menus must include special planning considerations in addition to traditional requirements.
- In the planning of all meals, food flavor, texture, temperature, appearance, and palatability are taken into consideration
- Meals are served according to a routine schedule, three times each 24 hours
- One, two, or three meals will contain hot foods, as agreed upon
- Local and ethnic food preferences are included in selections
- Menus meet or exceed Recommended Daily Dietary Allowances of essential nutrients
- All menu item nomenclature indicates the actual food served (per "Truth in Menu" Rules)
- All portion sizes stated on the menu are in edible portion form, unless otherwise stated
- Protein items found in entrées are expressed in weight portions, i.e.,
   2 oz, 8 oz

- All other menu items are stated in volume measurements, i.e., 1 c, 1/4 c
- Menus are planned 30 days in advance
- · Nutritional analysis on menus
- Menu substitutions are held to a minimum and are of like nutritional value
- · Emergency menus are in place
- Menu/food preferences are documented and on file
- Menu plans on file, are dated and can document the exact food served to the inmate

#### **PURCHASING**

- Purchasing specifications:
  - A clear, concise description of item
  - Clear, concise purpose of the item on the menu
  - unit size, packaging requirements

    unit size, p
  - Grades or quality standards stated
  - a Copy of specifications to Vendor
- Seasonal and quantity buys are made
- Bid solicitations made to various vendors or prime vendor system in place and monitored for compliance
- · Quantities required for par stock stated
- Completed orders placed with vendors are sent to the warehouse for receiving procedures



#### RECEIVING

- Purchasing specifications with quality measures and receiving information are available
- Completed orders for each vendor, available in writing from buyer
- Shipments checked, quality standards meet
- 100 percent of meat items
- Invoice extensions are verified
- All food cases are dated when received
- Proper receiving equipment is used
- Trained personnel perform all receiving
- Items are placed in storage promptly
- Unacceptable items are refused and credit noted on the invoice
- Spot checks are made:
  - Portion-controlled items are checked to ensure that the allowance specified are met
  - Meats, chickens, etc. are unboxed and weight is verified
  - Cartons of fresh fruits and vegetables are checked for count and quality throughout the container

#### STORAGE

- First-in-first-out stock rotation method used
- Food is stored away from walls and off the floor
- Pest control measures are taken
- Proper storage temperatures are maintained
  - Dry storage: 70°F
  - Refrigerated storage: 35 40°F
  - preezer storage: 0 to -10°F
- All storage areas are locked
- A proper sanitation program is followed
- Temperatures of all refrigerated storage is logged
- Weekly inventory counted by someone other than the staff member responsible for storage
- Controlled items are secured



# Acknowledgement and/or Respons to Request for Proposal

# INGREDIENT CONTROL AND PROCESSING

- Only items used for production are removed from storage
- First-in-first-out stock rotation is practiced
- Issuing is done by stockroom supervisor to only authorized and assigned personnel
- Standard recipes are adjusted to the population of the facility and are closely followed
- Food production is scheduled (Production Records) according to need; leftovers are explained
- Staff/inmate workers are trained to perform required tasks
- Staff/inmate workers are properly supervised
- Authorization of ingredient variations by unit manager
- Ingredients are weighed and measured per recipe
- Fresh produce processing:
  - Thorough water wash of all fruits and vegetables
  - Immediate refrigeration of vegetable salads
  - Sizing of raw fruits for eating to ensure portion control
  - Weight of edible portion versus purchased raw product called for on Production Records adjusted

- Raw meat processing:
  - Wash under cold, running water to remove old blood residue
  - Separate work stations for beef and poultry
  - a Trim excess fat or discolored fat
  - Portion/weight control of sliced meats checked
- Ingredient assembly:
  - Staged and timed ingredient incorporation per standard recipes
  - pa For realized blending, mixing, and other incorporation procedures followed
  - Weight control of total raw ingredient combinations checked, i.e., yield of batch versus stated recipe yield

# FOOD PREPARATION (PRODUCTION METHODS)

- Standard recipes extended to facility size
- Standard cooking methods, including temperature charts, in place
- Production records indicate:
  - a Quantities of raw products
  - p Freezer pull times
  - Cooking method and recipe number
  - Batching schedule to maximize batch cooking methods
  - ndividual assigned and responsible



# Acknowledgement and/or Response to Request for Proposal

- Documented quality checks on flavor, texture and color (visual and taste)
- Food Production Manual, records are maintained daily
- Sanitary food-handling techniques are practiced

# PORTIONING AND SERVING OF MEALS

- Service plans are prepared to include:
  - ¤ Cycle/day/meal
  - Menu item
  - Serving container (i.e., Full Size 2", Half Size 4")
  - p Portion size
  - Serving utensil
- Tray diagram prepared, shows the location of each menu item
- Hot food and cold food serving line set-up diagram prepared and shows the location of each menu item
- Sanitation monitored continuously
- Any variations in service are recorded and corrective actions are noted
- Temperatures are constantly monitored to prevent dropping (or raising) into the food danger zone, between 40°F to 140°F
- Tray assessment performed at all three meal periods

# DELIVERY OF MEAL (ADAPTED FOR EACH FACILITY)

- Meal transmittal indicates:
  - Date/meal/day
  - p Destination of meals
  - Total count of regular meals and medical diets
  - Signature of manager/supervisor who counted cold and hot trays, including diets and snacks
  - Signature of inmate/detainee to acknowledge receipt of medical diet
- Restricted medical diet trays are properly identified

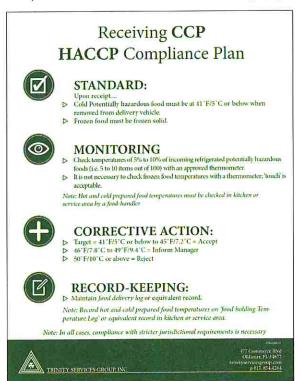
#### SANITATION/SAFETY PROGRAM

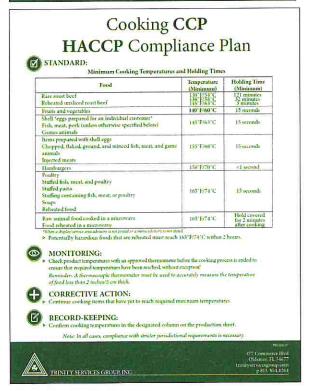
- Each staff position is assigned specific cleaning duties
- The fire safety program is up-to-date and documented
- The in-service training program contains sanitation and safety programs that are presented on a routine basis. Attendance is mandatory.
- Dish machine temperatures taken are recorded three times daily during clean-up periods
- Weekly inspection of the facility for safety and sanitation compliance by on-site management



#### **HACCP Procedures**

Trinity Services Group uses standard HACCP procedures in all food service operations. We have provided some of our HACCP signage below.











## Handling Complaints from Inmates and Staff

Trinity understands the requirements regarding inmate complaints. We agree to implement the preferred procedure as desired by each facility. Food service issues or inmate grievances should be directed to the Trinity Food Service Director by each facility's administration. The Food Service Director will assist the facility by providing information and corrective action documentation as needed so that Trinity and the facility can cooperatively provide satisfactory responses to inmate grievances within 24 hours. The Food Service Director is willing and required to discuss food-related issues when needed and will personally handle any staff issues regarding food service.

**Human Resources.** This group will assist with any personnel issues arising from benefits programs, payroll, performance reviews, disciplinary actions, training, recruiting, and PREA, among other things.

**Purchasing.** If there are any questions involving delivery times, product shortages, or product quality, our purchasing team stands ready to address any concerns quickly.

**Accounting.** This department addresses any problems relating to billing invoices and our suppliers' prompt payment to ensure routing services are not interrupted.

**Legal.** Our legal team stands ready to assist your facility with quick responses to any lawsuits or situations that warrant legal involvement.

Communication is priority #1 when dealing with any issues, no matter how large or small. We insist on regular communications between our Food Service Director and the appropriate facility representatives. Regularly attending your facility management meetings is critical to our teams being partners when working through daily operations. We ask that your facilities also include the District Manager and Regional Vice President in all communications relating to performance, critical dates, and required responses to ensure Trinity is right on top of every activity in the operations.

## Minimizing Inmate Litigation

Trinity prevents inmate litigation through a structured plan; the process that is documented in this proposal (purchasing, production, quality control, special diet tracking, temperature logs, meal assessments, procedures, tracking and documentation kept on file) as well as prompt response to grievances and immediate corrective action. We also readily participate in any meetings the facility requires with inmates.



## **Operational Performance Analysis Audit**

Trinity uses a Unit-based Operational Performance Analysis workbook to make recommendations and determine corrective actions. While the audit report is not an all-inclusive "Corrective Action Plan," our District Manager reviews the results to decide whether to take if any corrective actions. If required, the District manager develops a comprehensive action plan for the operating unit to assist in improving the unit's overall performance.

The audit reviews three main components of an operation:

- Financial Performance
- Quality Assurance and Food Safety
- Client Satisfaction

Our District Managers perform regular follow-up visitations to ensure each unit has made any recommended improvements and to observe best practices to share with other Trinity operating units.

		Operational Performance	e Analysis	
Operation N	mber & Name:	Auditor:	Date: 01/00/00	SCORE 96.6%
	R: 2 Quality Assurance and Fo		Not Observed: 0.0%	Yes No Not App
ection: A	Program Management			
	Requirement	Stan	dard/Reference Co	mments
	Permits and Licenses			10000
	The required business and/or Department of Hourself and posted.			0000
	The most current Health Inspection report is av			0000
	ServSafe Food Protection Manager certification and current to within five years of exam date. T icensing requirements.	he manager meets other local		0000
2.A.4.	Medical clearance is documented and current t	or staff and inmates.		0000
2.A.5.	ISG employees wear ID badges per institution	al policy.		0000
2.A.6.	The Human Resources required signage is pos Trinity employees.	sted where it is visible to all		0000
	Training Training and orientation in food safety and corr	- Hand species is provided		101000
2.A.7.	to Trinity food handlers within three days of hire	ectional food service is provided		[0,0,0,0
2.A.8.	Diet training is provided to Trinity food handlers		5.10	0000
	ACA 40-hour certification training is provided to			0000
	Contract required training is provided to Trinity			0000
	Inmate food handlers are provided with pre-ass			0000
	All food handler training is recorded in a training			0000
2.14.12.	Menu and Recipes	3 1-3 -1 -11111-11-3		
2.A.13.	Menu and Recipes Certified menus are signed and dated by the d	ietitian,	3 6	OOOO
	All certified menus are reviewed by the dietitian			0000
	The medical/therapeutic diet menu is available			0000
2.A.16.	There is a Medical/therapeutic Diet procedure			(0)()()()
2.A.17	The Medical Diet Manual or handbook is availa	able.		0000
	Standardized recipes for the menu are explode and available.			0000
2.A.19.	and available. There is an Emergency Menu and required su	oplies in storage.		0000
	Production and Portion Control			
2.A.20.	There is a Production Pull process established	and followed	9-2-	0000
2.A.21.	There is a Production Pair process established.  There is a Production Sheet for each meal.	100 100 100 100 100 100 100 100 100 100		0000



## What's Important To You?

As part of Trinity's continuous quality assurance program, we ask different client levels to help us stay current, follow through with their priorities, and facilitate communication by using this survey at least twice a year.



## What's Important to you?

Trinity Services Group wants to know the most important factors relating to food service in your facility.

This form helps identify our Client's priority concerns and focus Trinity's responsiveness on them.

On the left side column:

<u>Please prioritize your top 5 categories</u>

#1 being the highest priority and 5 being the lowest

Please circle Trinity's performance ranking from: 1 (needs improvement) - 5 (outstanding)

Security	1	2	3	4	
Menu Compliance	1	2	3	4	į
Sanitation	1	2	3	4	5
Trinity Associate Training	1	2	3	4	5
Communication	1	2	3	4	5
Inmate training and Supervision	1	2	3	4	5
Site Management Responsiveness	1	2	3	4	5
Food presentation, Taste and portion control	1	2	3	4	5
DM & Corporate Support	1	2	3	4	5
Diets/ Nutritional Information	1	2	3	4	5
Contract Compliance	1	2	3	4	5

Additional Comment or suggestions



## Sanitation

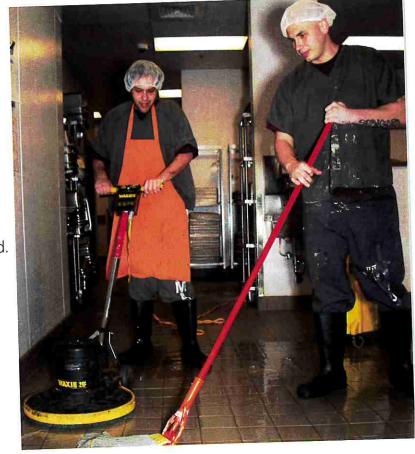
Implementing standards for safety and sanitation in a food service program is critical to the ultimate success of the entire program. We know that your facility recognizes the importance of this aspect of the service.

Trinity closely monitors its Sanitation and Safety Program. Municipal agencies at the city, county, state, and federal levels have developed rating systems and inspection procedures to monitor this food service element. Our policies and methods exceed the standards of compliance

mandated by inspecting and governing agencies.

Our cleanliness program begins with an established cleaning and sanitizing schedule for the entire operation.

- Our Staff is assigned specific cleaning and sanitizing tasks for their designated work area or position.
- The Food Service Director will check daily to make sure these assigned tasks are completed.
- Our Staff is expected to "clean as you go" during the workday and keep their work area neat and orderly.
- Cleaning schedules for each job are posted in their work area(s).
- Our Staff is responsible for completing any additional cleaning tasks assigned by the Food Service Director.



Keeping work areas clean and neat, following daily cleaning schedules, cleaning and sanitizing equipment and utensils, wiping up food spills, and storing cleaning chemicals will help ensure our food is prepared and served in a clean and sanitary environment.



# Acknowledgement and/or Response to Request for Proposal

A sanitation program is also more than cleaning schedules, and without a doubt, they are a critically important element.

The equipment and work areas must be maintained at the highest level of cleanliness; however, it does not stop with the facility and its equipment. Sanitary standards are also established for the personnel within the unit. Food-handling procedures must be initiated and monitored for:

- Receiving
- Inventory
- Rotation
- Dry, refrigerated and frozen storage
- Food transport
- Garbage removal
- Pest control
- Other elements that closely affect any food service operation

Our plan for your facility provides for a program that includes:

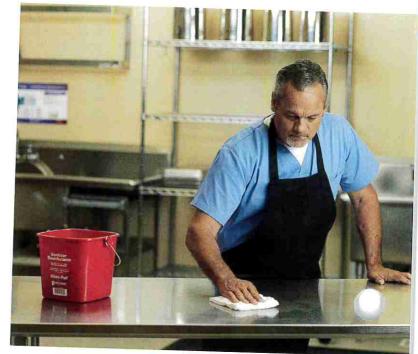
- Regularly scheduled cleaning
- Preventative maintenance
- Initial and ongoing employee training

These steps will ensure that the standards implemented will continue at optimum levels.

## **Red Sanitizer Buckets**

Cross-contamination is a serious issue. Our Staff is trained to do everything possible to prevent cross-contamination and keep our customers safe. Our on-site Team will use sanitation buckets at every food prep area (the buckets are stored on a shelf below and away from food and food-contact items). We will follow these simple guidelines for safe sanitizer bucket use:

- Test strips will be used to monitor the sanitizer concentration
- Sanitizer solution will be changed every 2-4 hours, or more if needed, to keep the water clean and the sanitizer effective.
- Wipe cloths will be used for cleaning food contact surfaces during food prep and service. Food contact items will also be sent to the ware washing station for proper cleaning and sanitizing every four hours during service or as needed.





## Cleaning Checklists and Inspections

Trinity Servi	ices Group		TRINITY SERVICES GROUP, INC.		DAILY C	LEANING SCHEDULE
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Wax store room Wax office Clean spice room Clean HAZMAT Room Detail rest rooms Clean hoods/filters Polish pipes.	Detail doors Detail base boards Clean storage racks Detail dish machine Clean vents Clean hood/filters Polish pipes	Detnil tilt skittle Clean north walls Clean interior refrig. Clean ovens Clean tood/filters Polish pipes	Detail stove Clean east walls Clean ice machine Detail hot hold cab. Clean ovens Clean hood/filters Polish pipes	Detail kettle Clean south walls Detail wilk in Detail serv. Line Detail drink mach. Clean hood/filters Polish pipes	Detail mixer Clean west walls Detail store room Detail grill Descale dish mach. Clean hood/filters Polish pipes	Detnil slicer  Clean lights  Detnil freezer  Detnil freezer  Clean drains  Clean hood/filters  Pollish pipes
Wax store room Wax office Clean spice room Clean HAZMAT Room Detail rest rooms Clean hoods/filters Polish pipes	Detail doors  Detail base boards  Clean storage racks  Detail dish machine  Clean vents  Clean hood/filters  Polish pipes	Detail tilt skittle Clean north walls Clean interior refrig. Clean drains Clean ovens Clean hood/vents polish pipes	Detail stove Clean east walls Clean ice machine Detail hot hold cub. Clean overns Clean hood/filters Polish pipes	Detail kettle Clean south walls Detail walk in Detail serv. Line Detail drink mach. Clean hood/filters Polish pipes	Detail mixer Clean west walls Detail store room Detail grill Descale dish mach. Clean hood/filters Polish pipes	Detail slicer  Clean lights  Detail freezer  Detail table legs  Clean drains  Clean drains  Polish pipes
Wax store room Wax office Clean spice room Clean HAZMAT Room Detail rest rooms Clean hoods/filters Polish pipes	Detail doors Detail base boards Clean storage racks Detail dish machine Clean vents Clean hood/filters Polish pipes	Detail tilt skittle Clean north walls Clean interior refrig. Clean drains Clean ovens Clean hood/vents polish pipes	Detail stove Clean east walls Clean ice machine Detail hot hold cab. Clean ovens Clean hood/filters Polish pipes	Detail kettle Clean south walls Detail walk in Detail serv, Line Detail drink mach, Clean hood/filters Polish pipes	Detail mixer Clean west walls Detail store room Detail grill Descale dish mach. Clean hood/filters Polish pipes	Detnil slicer Clean lights Detail freezer Detnil table legs Clean druins Clean druins Clean hood/filters Polish pipes
Wax store room Wax office Clean spice room Clean HAZMAT Room Detail rest rooms Clean hoods/filters Polish pipes	Detail doors Detail base boards Clean storage racks Detail dish machine Clean wents Clean bood/filters Polish pipes	Detail tilt skittle Clean north walls Clean interior refrig. Clean drains Clean ovens Clean hood/vents polish pipes	Detail stove Clean east walls Clean ice machine Detail hot hold cab. Clean ovens Clean hood/filters Polish pipes	Detail kettle Clean south wills Detail wilk in Detail serv. Line Detail drink mach. Clean hood/filters Polish pipes	Detail mixer Clean west walls Detail store room Detail grill Descale dish mach. Clean hood/fillers Polish pipes	Detail slicer  Clean lights  Detail freezer  Detail table legs  Clean drains  Clean bood/filters  Polish pipes

#### TRINITY SERVICES GROUP

#### INMATE DAILY CLEANING SCHEDULE AND DOCUMENTATION

WEEK DAY	SHIFT RESPONSIBLE	AREA RESPONSIBLE	TASK TO BE COMPLETED	STAFF	WEEK	SHIFT RESPONSIBLE	AREA RESPONSIBLE	TASK TO BE COMPLETED	STAFF
					====				
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NOTES/COMMENTS/SPECIAL ASSIGNMENTS:



## DAILY, WEEKLY AND MONTHLY INSPECTION REPORTS

Daily Inspection Report				DATE:
RATING	1			
5 = SATISFACTORY				
U = UNSATISFACTORY				
	S	u	NIA	ACTION TAKEN FOR ALL 'U' HATINGS
DishWashing Area:				
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working property )			- 2	
DishMachine does not have excessive lime/calcium build up				
All gauges working ( no condensation on glass )	1			
DishMachine drains clear and free of food debris		-5		
Floor Mate clean and in place				
Sanitizer level is correct and reading on chemical fast strip				
Temperatures on DishMachine are at correct levels	-			
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light shelids present, clean, and working				
Garbage disposal ( clean and in working order )				
Pots & Pans Area:				
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				
Floor Mate clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it.				
Sinks are in working order, ( no leaks faucets or sinks )				
Lights and light shelds present, clean, and working				
Serving Line:			-	
Serving line is clean and sanifized ( counters, wells, under counters)	-	-		
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				
Wash and Sandize Buckets present and sandizer reading correct				
No food is left out				
Hot holding borne, clean and in working order ( hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order ( cold, seals, locks, temp garges)				
Tray pass through clean and sentized				
Lights and light shellds present, clean, and working				
Dining Hall Areas:			-	
Floors are clean and dry				
Tables are clean ( lop. under legs, and sitting shoots)				
Walfs are clean				
Windows are clean				
Vents are clean				
Doors are clean ( both sides, door handles, and door frame )	-	-		W-1
Floor Drains Clean and free of lood debris ( working properly )				
to the same of the			1 1	

Walk in Cooler:	
Lights and light shelds present, clean, and working	
Ficors are dean and dry	
V/alls are clean	
Shelves are clean ( top and under )	
Leflovers properly labeled and dated	
Fans are clean and working property	
Food pulls are present and pull sheets are present	
Fifty are stacked somet as to recommission mane ( in with case or futtom shell)	
Next day's preparation is complete and clearly labeled	
Doors are clean ( both sides, door handles, and door frame )	
Walk in Freezer:	
Lights and light shelds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean ( top and under )	
Fans are clean and working property	
Food pulls are present and pull sheets are present	
Pulsage standed corned as to red cook contaminate ( raw choken on bottom shell )	
Doors are clean ( both sides, door handles, and door frame )	
Dry Storage:	
Lights and light shelids present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean ( top and under )	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Vents are clean	
Doors are clean ( both sides, door handles, and door frame )	
Equipment review:	
All equipment on wheels are tethered	
Ovens ( clean, in working order, cords and plugs no damage )	
Grills ( clean, in working order, cords and plugs no damage )	
Stoves ( clean, in working order, cords and plugs no damage )	
Steamers ( clean, in working order, cords and plugs no damage )	
Kettles ( clean, in working order, cords and plugs no damage )	
Tilts ( clean, in working order, cords and plugs no damage )	
Fryers ( clean, in working order, cords and plugs no damage )	
Mixer ( clean, in working order, cords and plugs no damage )	
Slicer ( clean, in working order, cords and plugs no damage )	

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1500	OF.	100	200
			Sharing.

#### TRINITY SERVICES GROUP

Open Areas:	
S/S tables clean and no damage	
Shelves are clean ( top and under )	De te anni Casa le
Walls are clean	
Windows are clean	
Ice Machine ( clean and in working order )	
Prep Sinks ( clean top and under, no leaks on sinks or faucets )	BUILD HILL TO THE STREET
Hand Sinks ( clean, paper towels and hand soap present )	
Floor Drains Clean and free of food debns ( working properly )	
Floors ( clean, dry, no excessive standing water )	
Wet floor signs present	A Line and the lin
Restrooms: Staff & Inmale	V + 0 + 1 d + 1 L
Walls are clean	
Windows are clean	
Floors ( clean, dry, no excessive standing water )	
Hand Sinks ( clean, paper towels and hand soap present )	
Toilet ( clean, in working order, flushing, no leaks )	
Tollet paper present	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW
Hand washing signage posted	

Additional Comments		TEMPERATURE LOGS:
		COOLER:  3M-0000MED MARKHOUF , FREEZER:  4. MICHOGOMESTAMONT , DRY STORAGE:  10. MICHOGOMESTAMONT , TAP WATER:
		( 60- Indicators )
Signature:	Date:	



#### TRINITY SERVICES GROUP

Weekly Inspection Report

ALMIN .	7			
RATING	1			
S=SATISFACTORY				
U=UNSATISFACTORY	1			
	S	U	N/A	ACTION TAKEN FOR ALL "U" RATING
DishWashing Area:				(A
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				L
DishMachine does not have excessive lime/calcium build up				5
All gauges working ( no condensation on glass )				1
DishMachine drains clean and free of food debris				
Floor Mats clean and in place			177	
Sanitizer level is correct and reading on chemical test strip				J. Comments
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying			1.0	
No faucet leaks or dishmachine leaks.				
Lights and light shellds present, clean, and working				
Garbage disposal ( clean and in working order )				
Pots & Pans Area:				, I manual manua
Floors Clean and Dry ( no excess food on floors )	2.3			322
Floor Drains Clean and free of food debris ( working properly )				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order ( no leaks faucets or sinks )				
Lights and light shelids present, clean, and working				1
Serving Line:				2
Serving line is clean and sanitized ( counters, wells, under counters)				
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				
Wash and Sanitize Buckets present and sanitizer reading correct		-		
No food is left out	0.5			
Hot holding boxes, clean and in working order ( hot, seals, looks, term; gauges)				
Cold holding boxes, clean and in working order ( cold, seals, locks, liene gauges)				
Tray pass through clean and sanitized.				
Lights and light shellds present, clean, and working				

# Acknowledgement and/or Response to Request for Proposal

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#### TRINITY SERVICES GROUP

Dining Hall Areas:	ATT 1 444 4 4 1 4 1 1 1 1 1 1 1 1 1 1 1 1	
Floors are closn and dry		
Tables are clean ( top under, legs, and sitting stools)		
Walls are clean	A CONTRACTOR OF THE CONTRACTOR	
Windows are clean		
Vents are clean		
Doors are clean ( both sides, door handles, and door frame )		
Floor Drains Clean and free of food debris ( working property )		
Lights and light shelids present, clean, and working		
Walk In Cooler:		
Lights and light shelds present, clean, and working		
Floors are clean and dry		
Walls are clean		
Shelves are clean ( top and under )		
Leftovers properly labeled and dated		
Fans are clean and working property	r-titralia i	
Food pulls are present and pull sheets are present		
Pulls are stocked correct as in his come contaminate ( resembles on history shell)		
Next day's preparation is complete and clearly labeled		
Doors are clean ( both sides, door handles, and door frame )		
Walk in Freezer:		
Lights and light shelids present, clean, and working		
Floors are clean and dry	-11.1.1.11.11.11	
Walls are clean		
Shelves are clean ( top and under )	- 1 - 1 (T) i	
Fans are clean and working properly		
Food pulls are present and pull sheets are present		
This are stacked correct as to not cross contaminate ( review cocken on 5 cross stall )		
Doors are clean ( both sides, door handles, and door frame )		
Dry Storage:		
Lights and light shellds present clean, and working		
Floors are clean and dry	7 4 4 4 V L V I	
Walls are clean		
Shelves are clean ( top and under )		
Fans are clean and working properly		
Food pulls are present and pull sheets are present		
Vents are clean		
Doors are clean ( both sides, door handles, and door frame )	100	



#### TRINITY SERVICES GROUP

Equipment review:	1-1-	
All equipment on wheels are tethered		
Ovens ( clean, in working order, cords and plugs no damage )		
Grills ( clean, in working order, cords and plugs no damage )		
Stoves ( clean, in working order, cords and plugs no damage )	0. 3.5	
Steamers ( clean, in working circler, conts and plugs no damage )	7	
Kettles ( clean, in working order, cords and plugs no damage )	Te die	
Tilts ( clean, in working order, cords and plugs no damage )		
Fryers ( clean, in working order, cords and plugs no damage )		
Mixer ( clean, in working order, cords and plugs no damage )	100	
Sicer ( clean, in working order cords and plugs no damage )		
Chopper ( clean, in working order, cords and plugs no damage )		
Open Areas:		
S/S tables clean and no damage		10.4
Shelves are clean ( top and under )		
Walls are clean		
Windows are clean		
Ice Machine ( clean and in working order )		
Prec Sinks ( clean top and under no leaks on sinks or faucets )		
Hand Sinks ( clean, paper towels and hand soap present )		
Floor Drains Clean and free of food debris ( working properly )		
Floors ( clean, dry, no excessive standing water )	1-1-	
Wet floor signs present		
Hestrooms: Staff & Inmale		
Walls are clean		
Windows are clean		1-1
Floors ( dean, dry, no excessive standing water )		
Hand Sinks ( clean, paper lowels and hand soap present )		
Tolet / clean, in working order, flushing, no leaks )		THE LOCAL CONTRACTOR
Toilet paper present		
Hand washing signage posted	1-1-	
Additional Comments		TEMPERATURE LOGS
		- CAN CARE
		COOLER:
		SE 40 CECAMENT TARRONHEIT
		FREEZER:
		G. ZELOW SECREEN PARENCES
		DRY STORAGE:
		N-NORMENTANDACT
		TAP WATER:
		(18) (DIDENSES)



#### TRINITY SERVICES GROUP

Monthly Inspection Report				DATE	
RATING	-				
S = SATISFACTORY	1				
U = UNSATISFACTORY	1				
	1	U	Laure		
and the second second	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS	
DishWashing Area:	-	_	-		
Floors Clean and Dry ( no excess food on floors )		-			
Floor Drains Clean and free of food debris ( working properly )	-		-		
DishMachine does not have excessive time/calcium build up					
All gauges working ( no condensation on glass )					
OshMachine drains clean and free of food debris	-	_	-		
CahMachine cyclains, are in good condition ( not visioning or tearing, note missing )					
Sanitzer level is correct and reading on chemical test strip	- 1				
Temperatures on DishMachine are at correct levels	-	_			
Trays are properly stacked for air drying					
No faucet leaks or dishmachine leaks.			-		
Lights and light shelds present, clean, and working					
Garbage disposal ( clean and in working order )					
Chemicals are properly handled and secured		111			
Pots & Pans Area:					
Floors Clean and Dry ( no excess food on floors )					
Floor Draine Clean and free of food debris ( working property )					
Floor Mats clean and in place					
Sanitizer level is correct and reading on chemical test strip		1			
Pots & pans are properly stacked for air drying		11			
Wash and rinse sink has clean water in it				V	
Sinks are in working order. ( no leaks faucets or sinks )		1111			
Lights and light shelds present clean, and working	- 1				
Serving Line:		70.5			
Serving line is clean and sanitized ( counters, wells, under counters)		Fig.			
Ficors Clean and Dry ( no excess food on floors )			m		
Floor Drains Clean and free of food debris ( working property )			100		
Wash and Sanitize Buckets present and sanitizer reading correct		11			
No food is left out			111		
Hot holding boxes clean and in working order ( hot, seals, locks, temp gauges)		1.11	121		
Cold holding bases, clean and in working order ( cold, seals, locks, temp gauges)		144	111		
Tray pass through clean and sanifred.					
Lights and light shelds present clean, and working		111	11111		
Dining Hall Areas:					
Floors are clean and dry		1111			
Tables are clean (top, under, legs, and citing stocks)					
valle are clean ( op, under, lega, and oating stoom)  Walls are clean					
Windows are clean Vents are clean					



#### TRINITY SERVICES GROUP

Doors are clean ( both sides, door handles, and door frame )	
Floor Drains Clean and free of food debris ( working properly )	
Lights and light shelids present, clean, and working	
Walk in Cooler:	
Lights and light shellds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean ( top and under )	
Leftovers properly labeled and dated	
Fans are clean and working properly	7 1 3 1 7 1 1 1
Food pulls are present and pull sheets are present	4 ( 4 ( 2 ( 4 ) )
Puis are stacked correct as to not make containmain ( new process on profiles used )	
Next day's preparation is complete and clearly labeled	
Doors are clean ( both sides, door handles, and door frame )	
Walk in Freezer:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Lights and light shelds present, clean, and working	
Floors are clean and dry	
Walls are dean	
Shelves are clean ( top and under )	
Fars are clean and working properly	til kan jerta paritika
Food pulls are present and pull sheets are present	the state of the s
Publicans stocked correctus to not cross consumerate (spectricies on problem shell)	
Doors are clean ( both sides, door handles, and door frame )	(1) (-1) (-1)
Dry Storage:	1 P 1 J 1 1 P 1 P 1
Lights and light shelids present, clean, and working	
Floors are clean and dry	
Walls are dean	Park Park Park III
Shelves are clean ( top and under )	
Fans are clean and working properly	5 V 7 V 1 V 1 V 1
Food pulls are present and pull sheets are present	
Vents are clean	
Doors are clean ( both sides, door handles, and door frame )	
Equipment review:	
All equipment on wheels are lethered	9 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Ovens ( clean, in working order, cords and plugs no damage )	
Grills ( clean, in working order, cords and plugs no damage )	4 P 7 2 1 4 W 1 1
Sloves ( dean in working order, cords and plugs no damage )	
Steamers ( clean, in working order, cords and plugs no damage )	Not CALLED
Kettles ( clean, in working order, cords and plugs no damage )	
Titts ( crean, in working order, cords and plugs no damage )	
Fryers ( clean, in working order, cords and plugs no damage )	
Miver ( clean, in working order, cords and plugs no damage )	4 - 1 - 1 - 1
Slicer ( clean, in working order, cords and plugs no damage )	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Chapper ( clean, in working proter, conts and plugs no carriage )	
Chapper ( cause in working order, coms and plugs no damage ).  Open Areas:	



## Kitchen Equipment Cleaning

Trinity maintains detailed cleaning instructions for each piece of equipment in the kitchen. We have provided a few examples following.



#### Common Sense Common Practice Ice Machine Maintenance



#### **PURPOSE**

Ice machines are essential in a variety of settings, such as restaurants, bars, nursing homes, hotels, healthcare and Correctional facilities. Even though ice makers are an important piece of equipment, many operators neglect to clean them regularly. This article will take you through a detailed, step-by-step explanation of how to clean an ice machine, ensuring your equipment is safe for your customers. The objective of this training is to ensure that the kitchen ice machine is operating properly, being maintained and cleaned correctly.

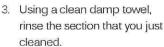
#### **PROCEDURE**

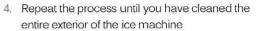
The ice machine is a piece of equipment in our kitchens that needs to be monitored and maintained properly. If not, there is a high risk of cross contamination and foodborne illnesses. Below are listed eight (8) critical steps and reminders with the ice machine.

- Do not operate without proper training.
- Inspect equipment for cleanliness and possible damage.
- Report any damage to your supervisor. Use a clean sanitized ice scoop for dispensing ice from ice machine.
- Keep ice scoop in scoop caddy.
   Do not leave in ice machine.
- Use ice scoop ONLY for handling ice.
- Never put food or drink in ice machine.
- 7. Always put ice in a clean container.

#### CLEANING PROCEDURES EXTERIOR

- 1. Clean outside of ice machine daily.
- Use the green bucket full of soapy water and wipe the ice machine down. Try to clean in sections so as not to allow the soap to dry.





#### CLEANING PROCEDURES INTERIOR

- 1. Periodically clean inside of bin (Monthly)
- Disconnect power supply and empty storage bin.
- Wash interior with solution of two tablespoons of baking soda per one quart of warm water.
- 4. Rinse with clean water.
- Flush drain with at least one quart of warm water.
- Sanitize the interior by wiping it down with sanitizer solution. Pour unused sanitizing down the bin drain.
- 7. Start the ice machine to make and refill the bin









#### Quality Assurance Meat Slicer Cleaning Procedure

#### Purpose:

Written cleaning procedures that provide specific details for cleaning and sanitizing each piece of equipment and all areas and facilities within the operation must be maintained and readily accessible to all employees with assigned cleaning responsibilities.



#### Example

Cleaning the meat slicer has certain safety factors to consider. The cleaning procedure could look like this:

Tips Before Starting
Always wear protective
gloves. Cut-resistant gloves
are best, and you should wear
cut-proof metal gloves when
handling the blade.



Always follow the manufacturer's instructions.

Never use steel wool, or you may scratch your machine.



**Never** submerge the slicer. Read manufacturer's directions on which parts may or may not be placed in the dishwasher.

#### Steps

- Make sure the slicer is unplugged and the switch is off.
- Wipe off any large food articles. You can use a gentle scrub pad on a cleaning wand to wipe off either side of the blade as the slicer is in motion. Make sure your thickness setting is on zero.
- Make sure the gauge plate is in the fully closed position and the sharpening stone is out of the way.
- Remove product tray, slice deflector, and center plate.
- Wash, rinse, and sanitize removed items, and let them air dry.
- If you have a blade removal tool, carefully remove blade. If you leave the blade in place, be very thorough when you clean it.
- Create a soapy cleaning solution of 70/30 hot water and dish soap – or – find a spray bottle.
- Clean front and back sides of blade with the water solution or degreaser spray, wiping from the center outward.
- Clean the center of the slicer behind the blade.
- Wipe down the exterior and all remaining parts of the slicer.
- 11. Rinse with hot water using a clean towel.
- 12. Sanitize with a meat slicer sanitizer spray. Use a spray bottle to coat the machine, and let the unit air dry.
- Lubricate the slide rods using a spray lubricant. Once the slicer is dry, replace the blade, face plate, and product tray.

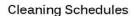




#### **Quality Assurance Meat Slicer Cleaning Procedure**

All employees must be trained in proper handling and use of all cleaning and sanitizing chemicals. Most chemicals are concentrated and potentially dangerous in their undiluted form in order to clean and sanitize the meat slicer.

Finally, employees must also know how to safely disassemble and assemble the meat slicer for which they are responsible for cleaning.



Cleaning Schedule, addressing weekly cleaning of the entire kitchen are important. This schedule must be monitored daily by management to ensure facility is *inspection ready*.

Posting cleaning schedules are an excellent manner to ensure your entire kitchen is cleaned once a week. Here is an example of a cleaning schedule you can post in your kitchen:















For more information, please refer to the Quality Assurance Manual – Cleaning Procedures- Section 7.6





## **Kitchen Safety and Security**

Trinity counts on all of our team members to take a "Service First...Safety Always" attitude. As part of the Trinity Management Team, it is vitally important to achieving our goals of operational excellence and preferred employer status by ensuring safety is given as much importance as customer satisfaction.

#### TEAM MEMBER SAFETY COMMITMENT

At Trinity Services Group, Inc. (TSG) we recognize that accident prevention, productivity and quality of performance go hand-in-hand and safety is at the core of all activities. By signing this form, you are stating that you recognize, acknowledge and pledge your commitment to the TSG philosophy of "Service First...SAFETY Always! I will:

- Maintain a "safety always" mindset both on and off the job.
- Be concerned for my safety and the safety of those around me.
- Recognize that new team members may be at a greater risk for injury and I
  will pledge to assist them in understanding their work environment and safe
  work practices.
- Challenge anyone, at any level, who is not being safe and accept the same challenge from my fellow team members.
- Identify, report, and correct, if possible, any and all unsafe conditions.
- Be familiar with and abide by TSG's safety policies and procedures, including training.
- Recognize that an analysis of near misses and accidents can improve work
  practices and overall safety in the work place and will report immediately
  any near miss or safety incident.
- Wear the required Personal Protective Equipment (PPE) for the job, including slip-resistant shoes in food service facilities.
- Not engage in any work practice that puts my fellow team members, customers, clients, or myself at risk of injury.
- Follow proper lifting techniques and ask for assistance, if necessary.
- Operate a vehicle safely while on TSG business; wear a seatbelt and obey applicable traffic laws.
- Report to work well rested, alert, and prepared to perform the duties of my job. Additionally, I will report to duty on time, properly clothed with due consideration given to personal hygiene and mentally prepared to carry out my job responsibilities.



## Safety Responsibilities

Each team member is responsible both for their own safety and the safety of fellow team members, inmates and clients. Every team member has the responsibility to look for and properly respond to unsafe acts or conditions in the workplace. If you see something, say something.

# RESPONSIBILITIES OF RISK MANAGEMENT

- Risk Management has the overall responsibility for development of safety policies and program implementation.
   This is accomplished by:
- Providing updates to Vice Presidents and District Managers on regional safety performance
- Assisting District Managers in managing/ coordinating regional safety activities/ initiatives
- Ensuring safety program compliance with OSHA, DOT and other federal/state/local organizations
- Administering the safety program and compliance
- Providing on-site risk assessments and determining solutions that help locations identify and control risks

# RESPONSIBILITIES OF VICE PRESIDENTS

- Compliance for all safety program elements applicable to their area
- Provide motivation and leadership for the company-wide safety program
- Review accident data to identify accident trends and collaborate with team to recommend solutions
- Provide resources to field team members to ensure the safest approach for all locations

# RESPONSIBILITIES OF DISTRICT MANAGERS/GENERAL MANAGERS

- Promote a positive attitude towards safety and accident prevention
- Ensure team members understand and accept their responsibility to promote a safe workplace
- Authorize purchases of necessary safety supplies such as safety goggles/glasses, slip-resistant floor mats, wet floor signs, cut resistant gloves, first aid kits, etc.
- Train managers in all aspects of the safety program at the time of hire and periodically thereafter
- Review accident reports and safety committee minutes to identify safety needs, accident trends, and develop action plans to address them
- Review Quarterly Safety Inspection (QSI) for accuracy, completeness, and proper follow-up



#### Acknowledgement and/or Respons<sup>©2</sup> to Request for Proposal

- Implement the safety program through motivation, training, counseling and administration
- Designate a District Safety Leader in their district.

# RESPONSIBILITIES OF THE MANAGER / FOOD SERVICE DIRECTOR

- Ensure that new team members are trained in the safe performance of their duties, through:
  - Safety training on the LMS
  - Rookie's Fast Track through LMS
  - Safety Picks/Food Safety Tips
  - Monthly STAR Chat safety meetings
  - Shift safety meetings
- Provide safety training to team members whose job duties have changed
- Provide adequate supplies of Personal Protective Equipment (PPE) and ensure its proper use
- Supervise to ensure that the work is done safely
- Ensure that equipment is in good repair with safety guards in place
- Inspect the premises and equipment daily
- Ensure that the Quarterly Safety Inspection (QSI) is performed, and your location is in compliance
- Prevent accidents by overall good management techniques and review of injury prevention practices

- Enforce all Trinity and applicable client safety policies; and
- Report all accidents/incidents immediately (and within 24 hours) to Risk Management at claims@tkcholdings.com.
- Read, understand, acknowledge Manager Safety Commitment (see Appendix)

# RESPONSIBILITIES OF TEAM MEMBERS

- Participate in required safety training
- Acknowledge safety training received by signing the Safety Meeting / Training Record Form
- Attend safety meetings and participate in accident investigations as requested
- Comply with Company safety rules and be aware that violation of the rules is subject to corrective action
- Report safety and health hazards of the job to your immediate manager
- Report accidents/incidents to your manager immediately Read, understand, and acknowledge the Team Member Safety Commitment
- If you have a work-related injury,
  - Keep your manager informed of all related medical appointments as soon as they have been made (schedule them before or after work, if possible)
  - Accept modified light duty positions
  - Provide medical documentation from all doctor's appointments to your manager within 24 hours of being treated.



# FOOD SERVICE SAFETY HANDBOOK









Service First ... SAFETY Always!

Trinity's safety objective, **Service First...Safety Always**, covers safety in every aspect of our lives. We promote safety on the job and safety at home. Safety at work is the focus of our Safety Handbook.

Our Safety Handbook provides important information and tools to prevent injuries, identify hazards, and respond to injuries appropriately if any do occur.

It is everyone's responsibility to follow the policies and procedures included in the Safety Handbook. By doing so, we can all take pride in knowing that our efforts will contribute to the overall health of our team members and success of our company.

Our Safety Handbook is used to:

- Standardize safety orientation for all team members
- Encourage and reinforce safe behaviors and activities at your location
- Share safety best practices with each other, including our clients
- · Avoid confusion about what steps to take when an injury occurs
- Understand and implement the appropriate steps for injury prevention and reporting
- Determine the safety training required at your location



#### SAFETY HANDBOOK TABLE OF CONTENTS

#### **Handbook Contents**

#### Introduction

Objective

Best Use of This Handbook

#### Safety Policy and Responsibilities

Safety Policy Statement

Safety Roo

Responsibilities

#### Safety Training

Training Guidelines

Slips, Trips and Falls

**Equipment Safety** 

**Proper Lifting** 

**Hazard Communication** 

Struck By/Against Accidents

Bloodborne Pathogens

Fire Safety

#### Safety Tools and Resources

Safety Handbook

Quality Assurance Manual

**HACCP Posters** 

Slip-Resistant Shoe Policy

Claim Reporting Guide

**Medical Panels** 

State Workers' Compensation Posting Notices

**OSHA** Logs

Safety Bulletin Board

Rewards and Recognition Programs

District Safety Calls

Consistent Safety Reinforcement

STAR Chat

Roo's Safety Picks / Food Safety Tips

Online Safety Training

COVID-19 Safety

#### Hazard Identification

Inspections

Quarterly Safety Inspections (QSI)

Accident Investigation, Reporting, and OSHA Recordkeeping

Accident Investigation Root Cause Analysis The 5 Why Technique Accident Reporting OSHA Recordkeeping

#### Forms and Additional Resources

Slip-Resistant Shoe Payroll Deduction Form Slip-Resistant Shoe Checklist Quarterly Safety Inspection (QSI) OSHA 300 and 300A Forms Rewards and Recognition Program Packet Safety Meeting Minutes Form Safety Meeting / Training Record Form Team Member Safety Commitment Manager Safety Commitment



Location:	Unit # - Unit Name, City, State
Date:	
Manager:	



Category Item **Documents** There is an accessible hardcopy Safety Handbook and QA Manual. Safety bulletin board is maintained with up-to-date information Documents including Safety policy, STAR Chat, Labor law/OSHA/Work Comp posters, Medical Providers, District Safety Call minutes. **Documents** Current year OSHA log is being updated with recordable accidents. Prior year OSHA 300A log is posted from February 1 to April 30. If Documents outside that date range, 300A log is filed in OSHA file. Safety binder contains Claim Reporting Guide with current forms, Documents medical providers, training, documentation. **Documents** Safety Data Sheets current and accessible in binder. Training New Hire Safety Orientation being conducted. Designated District Safety Leader conducting safety calls monthly and Training minutes documented/posted. Information from call being presented at **Training** STAR Chat training conducted and documented. Hazard Communication training being conducted for new hires, annually **Training** and when introducing new chemicals. Food Prep, Cooking, Floors clean and in good condition. Dishwashing Food Prep, Cooking, Wet floor signs being utilized in wet/greasy areas. Dishwashing Food Prep, Cooking, Drains working properly, clean and free of standing water with covers Dishwashing Food Prep, Cooking, Slip-resistant mats being used where needed and in good condition Dishwashing Food Prep, Cooking, Slicers, mixers, steamers, ovens, grills, and other equipment equipped Dishwashing with guards (if applicable) and in good working order. Food Prep, Cooking, Food prep sink and pot sink not used for handwashing. Dishwashing Food Prep, Cooking, Grill/fryer exhaust system working properly. Dishwashing

Overall Score:

#DIV/0!



		_
Location:	Unit # - Unit Name, City, State	
Date:		
Manager:		
	Querall Con	٠



Overall Score: #DIV/0!

Category	Item Finding . Comment
Food Prep, Cooking, Dishwashing	Dishwashing machine in good working order, clean interior and exterior with correct wash and rinse temperatures (180°)
Food Prep, Cooking, Dishwashing	Food contact surfaces clean, sanitized and uncluttered.
Food Prep, Cooking, Dishwashing	Sufficent number of trash containers available, in proper condition, emptied as needed.
Food Prep, Cooking, Dishwashing	Mops are clearly marked for greasy areas and non-greasy areas to avoid bringing grease into the non-greasy areas.
Food Prep, Cooking, Dishwashing	Cleaned equipment and utensils properly stored to protect from contamination and theft.
Dry Storage, Freezers, Coolers	Products and supplies being stored properly on shelving - light items on the top- heavy items on the middle shelving.
Dry Storage, Freezers, Coolers	All items being stored 6" from the bottom shelf and 18" from the top.
Dry Storage, Freezers, Coolers	No ice build up in walk in freezers and around freezer doors.
Dry Storage, Freezers, Coolers	Material handling equipment and ladders in good condition and have designated storage areas.
Dry Storage, Freezers, Coolers	Walk-in refrigerator and freezers have emergency door lock releases.
Dry Storage, Freezers, Coolers	Product weighing 30 lbs. or more is being stored between 15 and 60 inches off the floor. Area is referred to as the "power zone."
Service & Distribution	Carts for distributing meals are in good condition - wheels lubricated and carts not damaged.
Service & Distribution	Food service equipment such as Inmate trays are free from cracks or chips.
Service & Distribution	Transporting containers are clean and sanitary.
Service & Distribution	Serving line in good condition. Legs are stable, no missing rollers (if applicable) and no excess debris around line.

D:\TKC Holdings\TKC HOLDINGS\Loss Control\QSI - New Format 01-2020





Page 2 of 4

Date:			
Manager:			



Overall Score: #DIV/0!

Category	Item Finding . Comment
Service & Distribution	Delivery vehicles are cleaned regularly and receive routine maintenance.  Lift gates in good repair (if applicable.)
Fire Protection & Emergency Procedures	Ansul system has current inspection.
Fire Protection & Emergency Procedures	Fire extinguishers visible, unobstructed, inspected, tagged and charged.
Fire Protection & Emergency Procedures	Compressed gas tanks being secured to a permanent structure.
Fire Protection & Emergency Procedures	Team members have been trained on the emergency procedures of the facility.
Physical/Electrical Hazards	All aisle ways are clear and free of obstruction.
Physical/Electrical Hazards	Loading dock in good repair.
Physical/Electrical Hazards	Changes in elevation on floors are marked in yellow paint or tape.
Physical/Electrical Hazards	Electrical panels not being blocked.
Physical/Electrical Hazards	Electrical cords- extension cords not plugged into each other, cords not in walkways.
Physical/Electrical Hazards	All light bulbs have covers.
Personal Protective Equipment	Slip-resistant shoes being worn by all team members and management and in good condition. Checklist being utilized.
Personal Protective Equipment	Cut-resistant gloves being utilized when cleaning meat slicer and using knives.
Personal Protective Equipment	Oven mits readily available and being used.
Personal Protective Equipment	Safety goggles (with mask)available by chemicals and being used appropriately. Rubber gloves available if applicable.





Location:	Unit # - Unit Name, City, State
Date:	
Manager:	



Overall Score: #DIV/0!

Personal Protective	Eye wash stations in good working order if plumbed and have current		
Equipment	solution, if portable. Eye wash stations located by forklift charging station, if applicable.		
Personal Protective Equipment	Bloodborne Pathogen Kits available and accessible.		
Personal Hygiene	Hands being washed frequently and correctly.		
Personal Hygiene	Aprons and towels not being used to dry hands after washing.		
Personal Hygiene	Hands being washed prior to putting on disposable gloves.		
Personal Hygiene	Single use gloves are available and accessible.		
Personal Hygiene	When questioned, staff is aware they must not be at work when suffering from vomiting, diarrhea, or foodborne illness.		
Personal Hygiene	Cuts and wounds are properly bandaged/covered.		
Personal Hygiene	Staff not wearing prohibited jewelry (plain band ring and watch allowed.)		
Personal Hygiene	There is no evidence of eating, drinking, chewing gum or smoking in food preparation, service or storage areas.	ſ	
Personal Hygiene	All hand washing stations properly supplied with soap, water, towels, trash can, and a "handwashing only" sign.		
Personal Hygiene	Hair, beard and mustache restraints available and being worn. "Hair covering must be worn" sign also visible.		



#### SAFETY TRAINING

The management team is responsible for providing their team members with safety training in order to train team members how to work safely and reduce injuries. Ignoring proper safe work procedures will result in an unsafe work environment leading to injuries. Safety is an integral part of your job and training is mandatory:

- For ALL new team members
- When new procedures/processes are introduced
- When safety performance slips

In addition to training, team members are introduced to the following:

#### 1. TKC Holdings Safety Policy Statement

- TKC believes that establishment and maintenance of a safe environment is a shared responsibility between management and team members at all levels of the organization.
- Each day when we come to work, we must all focus on how to operate safely.

#### 2. Team Member Responsibilities

- a Comply with all safety rules
- Report an accident immediately or within 24 hours regardless of severity
- Report safety hazards to manager
- Participate in safety training

#### 3. Slip-Resistant Shoe Policy

### 4. Safety and Claims Training for Managers

Online LMS (Learning Management System) training

The following trainings are completed at the time of hire and for annual refresher thereafter.

Additional safety training is also available online for use as needed.

- Preventing Slips, Trips and Falls
- Equipment Safety
- Proper Lifting
- Hazard Communications
- Struck By/Striking Against Accidents
- Preventing Exposure to Bloodborne Pathogens
- Fire Safety



## Security

Trinity advises all food service staff that they are to abide by the facility rules regarding entering the facility, and how to behave and conduct themselves while working in the jail environment.

- Contraband
- Tool Control
- Key Control
- Trash Checks
- Taking of Hostages
- Planned Assaults
- Rumors (convey to institution)
- Shakedown Procedures

#### **Contraband Prevention**

We are guests in your facilities, and as such, we know that we are subject to the applicable penalties associated with violating any rules set forth by the Authority. As a subset of the facility rules, Trinity maintains an associate handbook and training modules that cover several aspects of the subject of contraband. We suggest that employees minimize the personal items they bring in to the kitchen as much as possible. No purses, bags, or backpacks will be allowed in the facility. If we suspect any Trinity team member of bringing contraband into the facility, we will launch an investigation and take appropriate actions.



## Acknowledgement and/or Response to Request for Proposal

Our staff supervises inmates in conjunction with kitchen officers to minimize the opportunity to take items from the kitchen areas into the housing areas. Keeping things locked, routine inventories of small wares, chemicals, etc. also helps maintain the accountability of contraband type items. We inspect each tray for accuracy, portioning, and cleanliness as it moves through the serving line, and we check each cart for accuracy.

Deliveries and vehicle transport of trays are inspected by our staff to ensure there are no foreign items in the food services areas, and our staff also supervises unloading. Any incidents or suspicion of the passing of contraband are reported immediately to the facility administration.

in the Food Services Department and another in the Chief Correctional Supervisor's office. The local institutional policy might also require that a copy of the inventory be kept in the central tool room.

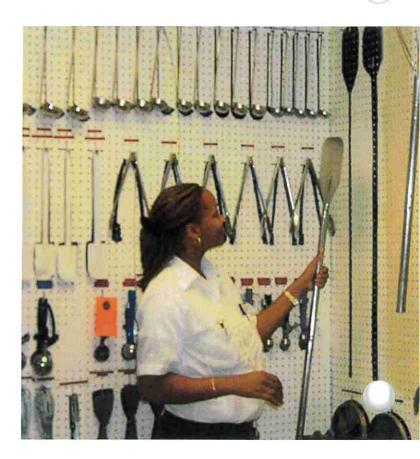
The Food Service Director will survey and properly dispose of all broken or worn-out tools and arrange for their replacement. When a knife or tool is lost or misplaced, the Food Service Director and facility's Administration are immediately notified. An inmate who may have had access to the tool will be held in the department until a thorough search is completed. A written, dated report to the Administration will be made covering the details of the loss of tool or knife.

#### Tool Control

Trinity secures All Class A and Class B contraband in a shadow box with an adequate locking device or a tightly controlled storage area. Inventories are entered into a bound log book three times a day. We take inventory of all secured storage areas daily.

We mark all hazardous knives and tools will with an identification symbol.

We maintain a complete and accurate inventory in duplicate. One copy will be kept







#### UTENSILS DAILY INVENTORY/ISSUE LOG

DATE:		MEAL: SUPERVISOR:					
ITEM	PAR	INVENT	ISSUED KIT	ISSUED ODR	RETURNED KIT	RETURNED ODR	IN/OUT SFT. CH.
Rubber Spatula Large	2						
Wire Whip Large	1						
Wire Whip Medium	1						
Wire Whip Small	1						
Service Spoons Solid	4						
Service Spoons Slot	2						
Ladle 8 oz	2						
Ladle 2 oz	3						
Ladle 1 oz	2						
Spoodle 8 oz Solid	1						
Spoodle 8 oz Perf	1						
Spoodle 6 oz Solid	3	-					
Spoodle 3 oz Solid	2						
Spoodle 2 oz Solid	2						
Measuring Cup 1 c	1						
Scoop # 12	2						
Grill Spatula Small	2						
Grill Spatula Large	2						
Rubber Spatula Small	2						1
Plastic Spoons ODR Lg	2						
Plastic Spoons ODR Sml	2						
Plastic Tongs ODR	8						
Plastic Ladle 1 oz ODR	8						
Pan Cake Disp.	1						



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TSG031 REV. 4/28/14

#### Hot Items

We strictly control all of the following commodities by keeping them in secure storage. The inmate population has developed a use for these items to try to jeopardize health and security.

- Coffee
- Sugar
- Extracts
- · Nutmeg or spices of the saffron flower
- Caustic pieces
- Waterproof polyethylene bags (bread bags)
- Hallucinogenic materials (glue, gasoline, solvents)
- Yeast is handled and disbursed only by a food service staff member and kept under close supervision until incorporated into the preparation of an appropriate item. A metal box with a secure lock is provided, in a refrigerated area, for yeast storage. An inventory record is kept in the box, indicating the date and quantity of issue, recipients, the balance on hand, and the supervisor's initials making the entry.

Food service personnel are responsible for custody and security. Under no circumstance will a food service employee fail to take proper correctional action. Neglect, in this respect, is considered a severe violation of these policies and procedures. Situations in which a food service worker defaults on his/her custody responsibility will result in disciplinary actions.

Money, including small change, can be used to buy contraband from the free world. Inmates are not allowed to possess currency, and our staff is instructed not to bring it into the institution unless they have a secured locker. Currency and credit cards will be placed in secured lockers when staff is in inmate contact areas.



## **Transition Plan**

Trinity has extensive experience in many types of transitions—moving from self-operated food service to a contract with us, moving from one contractor to another, opening up a new facility, renovating food service areas, or moving through the ACA Accreditation process.

Our implementation plan accommodates your schedule and your needs. We fully understand the impact that service transitions can have on a facility. Together, we discuss all facets of the transition plan and establish the steps needed to make the transition seamless and relatively undetectable. What will be detectable is the improved quality of service and increased sanitation levels that we bring to your table.

We conduct a thorough review of all programs and procedures to guarantee that we are 100% in compliance with the new contract. We will work with the current food service provider to ensure a smooth transition. Should your facility want to retain the current staff, we will conduct interviews to validate their skills and experience.

Our transition and opening teams will ensure the items listed on our transition plan have been completed before opening the account. Once opened, they will stay at your facility as long as necessary to ensure all programs are securely in place, and the manager is ready to continue the day-to-day operations.

## New Unit Transition Plan/ Checklist

The District Manager and the applicable opening team members will use the following checklist as a guide for preparing and implementing our standard operating procedures at your facility. The timeline can be compressed or expanded to meet your schedule and needs.





# TRINITY SERVICES GROUP 6 WEEK TRANSITION / IMPLEMENTATION PLAN CHECKLIST

UNIT NAME:	
UNIT NUMBER:	
OPENING DATE:	
DISTRICT MANAGER:	

Transition Project Manager will

\*Lead new set up transition plan & training

\*Start Process starts six weeks out

\*Be at the facility two weeks prior to opening live date

\*Continues to be onsite at facility five weeks after live date

#### **6 WEEKS PRIOR TO OPENING DATE**

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES	
Place recruitment advertisements in local newspapers, periodicals and in talentReef. Determine availability of incumbent contractor employees.	DM / HR			
Review contract in detail.	DM / MGR			
Interview Management candidates. Make offer.	DM			
Contact incumbent contractor and client to review the transition schedule.	DM			
Meet with institution management to discuss the transition schedule.	DM			
Determine the primary vendor. Supply a copy of the purchasing specifications along with any special needs.	PURCHASING			
Determine what direct vendors will be used. Contact for ordering criteria and provide and necessary information.	PURCHASING			
Determine the paper supply vendor. Contact and supply with all necessary information.	PURCHASING			
Determine the cleaning supply vendor. Provide with a list of all needs.	PURCHASING			
Procure all necessary licenses and permits. Check for any Federal, State, and County and City requirements.	DM / PURCHASING			
Gather all personnel benefits information from Corporate.	DM			
Determine where interviews for recruiting will take place.	DM / HR			
Determine the Repair and Maintenance Vendor. Schedule walk-thru of facility to access current and future needs. Supply vendor with necessary contractual obligations.	DM			
Complete paperwork for new unit number.	DM			
Notify Dietitian we have been awarded the business and what menu is going to be used	DM			
Inform Dietitian of any accreditations that need to be followed.	DM			



#### **5 WEEKS PRIOR TO OPENING DATE**

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange relocation of all management candidates.	DM / HR	4	
Determine opening team members. Call each individual to assess any special needs or concerns.	DM\MGR		
Determine the source for employee uniforms. Gather all necessary information and finalize ordering procedures.	DM / PURCHASING		
Call the Trinity training director to arrange for new employee orientation and training.	DM / HR		
Call the institution training director to arrange for new employee orientation to satisfy state and contractual obligations.	DM / MGR		
Arrange for health cards and drug tests for each employee as required by the facility or the local health authorities.	DM / HR		
Call the Cleaning supply representative to schedule a walk-thru of the facility to determine product and dispenser needs.	DM / MGR		
Order computer hardware.	DM		
Order computer software.	DM		
Order all required administrative forms.	DM		
Interview all prospective employees. Make offers to allow for the next two weeks as the two week notice at their previous employer. Meet with existing contractor employees.	DM / MGR		
Order all manuals etc. from Trinity Corporate Office	DM		
Introduce the Manager to the institution.	DM		
Order any equipment as outlined in the proposal.	DM / MGR		
Provide legal with copy of RFP and Proposal.	PDC		
Send copy of Contract Request Form to Legal and note time frame for delivering to client and also any unusual terms or requirements.	SALES		
Meet with the institution staff to review progress.	DM/MGR		



#### **4 WEEKS PRIOR TO OPENING DATE**

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Finalize the opening team travel arrangements.	DM		
Determine uniform sizes and place order.	DM / MGR		
Refine specific job descriptions for Trinity staff.	MGR	4	
Develop specific cleaning schedules for each institution.	MGR		
Prepare specific work schedules for Trinity staff.	MGR		
Order necessary office equipment and supplies.	MGR		
Contact the institution Medical Director for a current list of diets to ensure all necessary recipes etc. are available.	MGR / REGION DIETITIAN		
Contact the institution chaplain for a list of all religious diets.	MGR / REGION DIETITIAN		
Order a phone card for the unit management.	DM	-	
Establish our "back-up" production staff from a pool of experienced and seasoned Trinity employees.	DM / MGR		
Establish the schedule for ordering and receiving of food supplies. Coordinate with incumbent contractor.	MGR		
Review specific security, safety and institutional policies which will need to be conveyed to our permanent and opening team members.	MGR		
Order P-Card for new manager.	DM		
Submit form to get vendor number for new manager.	DM		
Finalize Menus.	DM		
Confirm serving times for inmates and staff.	DM / MGR		
Meet with institution staff to review progress.	DM / MGR		



#### **3 WEEKS PRIOR TO OPENING DATE**

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Ensure employee training is on schedule to begin next week.	MGR / TRAIN. COORDINATOR		
Prepare opening orders and discuss any areas of concern with all pertinent vendors.	MGR / PURCHASING		
Establish preliminary production record forecasts, develop the appropriate production schedule and complete Prep and Pull sheets for opening week.	MGR		
Review inmate requirements and current inmate work schedules at the institution.	MGR		
Create a current unit level, PBSO, table of organization to familiarize all Trinity staff with institution chain of command.	DM		
Arrange for the training of the administrative assistant.	MGR		
Create a table of organization for Trinity unit level operations.	MGR		
Prepare for the opening team a "Summary of Contractual Obligations," to help familiarize our staff with unit level operations.	DM / MGR		
Arrange for new telephone/fax lines if necessary. Assess institutions current system for adequacy.	MGR / IT TEAM		
Determine which employees need ServSafe Training.	MGR		
Order CHAT.	MGR		
Develop meal count sheets and billing sheets.	DM / MGR		
Order Red and Green Buckets.	MGR		
Meet with institution staff to review progress.	DM / MGR		



#### 2 WEEKS PRIOR TO OPENING DATE

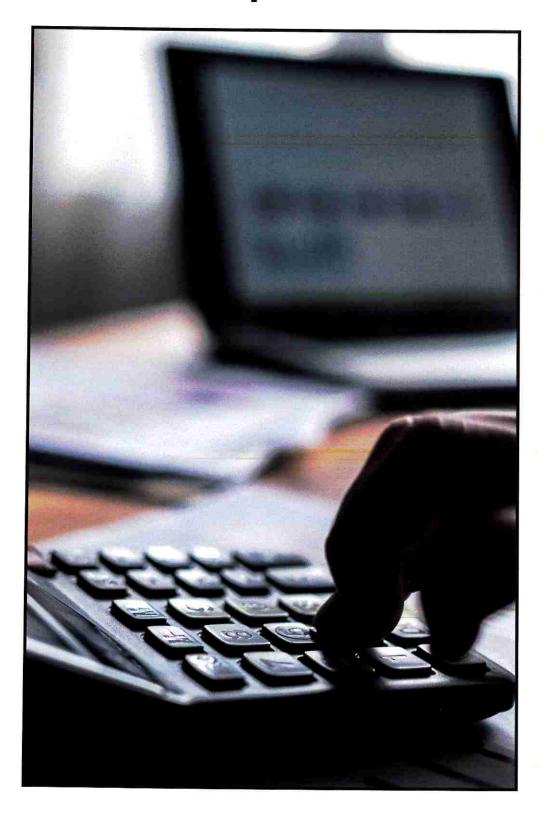
TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange for emergency medical treatment. Procure necessary first aid supplies.	MGR		
All unit personnel report for 40 hour training and orientation.	MGR		
Issue uniforms to employees.	MGR		
Establish tool control and key control systems.	DM / MGR		
Arrange to have equipment sales/service representatives present to provide training on any new or existing equipment.	MGR		
Refine emergency contingency plans. Review with institution staff.	MGR		
Develop product delivery contingency plans.	MGR		
Place all opening orders. Confirm product availability through vendor representatives.	MGR		
Confirm product delivery dates. Coordinate with incumbent contractor.	MGR		
Develop Billing Summary sheets and invoice procedure-review with client.	DM		
Review contract in detail with client.	DM		

#### 1 WEEK PRIOR TO OPENING DATE

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange for pre-opening cleaning (if necessary).	MGR		
Arrange for opening team to be on location at least 4 days prior to opening.	MGR		
Finalize inventory book/ordering system. Set up menu management system.	MGR / IT COORDINATOR		
Make final review of work schedule to ensure adequate coverage.	MGR		
Review equipment with incumbent institution staff.	MGR		
Review first week's menu with institution staff.	MGR		
Adjust production forecasts as necessary. Print recipes and production records for 1st week.	MGR		
All unit personnel report for Trinity orientation and training.	MGR / TRAIN. COORDINATOR		
Prepare the units filing system complete with files full of forms and other necessary documentation.	MGR		
Receive opening orders.	MGR	7 =	
Arrange a "dry run" for delivery vehicles to points of service.	MGR		
Conduct equipment and small wares inventory with client.	MGR		



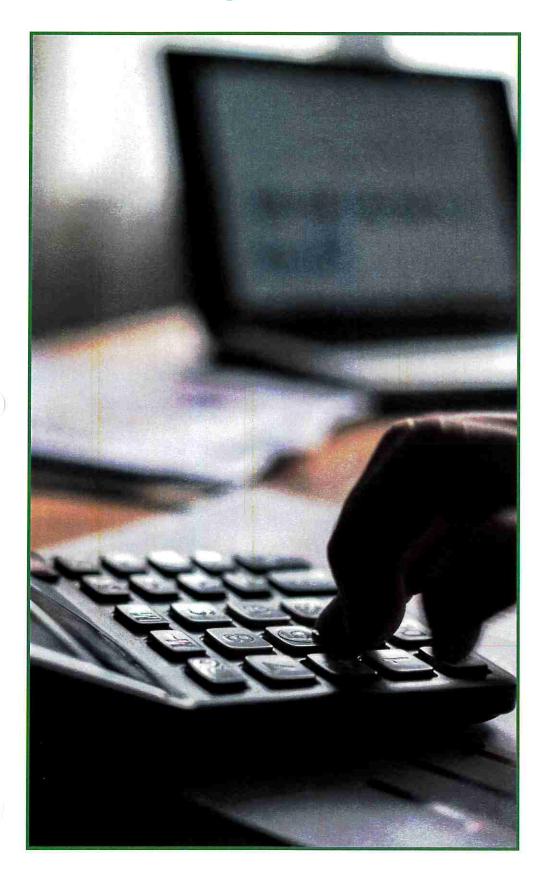
# F. Cost Proposal Form



**Jefferson County Correctional Facility** 



# F. Cost Proposal Form



# F. Cost Proposal Form

# Financial Overview

**Staffing and Pay:** As stated in our proposal, we have studied the labor market in the Beaumont and the Houston, TX, area and have set starting wages at a level that will support strong recruitment and retention. We understand that offering insufficient pay for staff is the number one reason for operational failure. We have set hourly and salaried wages to be very competitive. We have set starting wages at \$18 per hour for line staff, \$20 per hour for ODR staff, and \$24 per hour for shift supervisors. We have allocated staffing to comply with the supervision requirement of this RFP. We have also included a staff member dedicated to your staff dining area. We understand that our higher wages mean we are often not the lowest bidder. However, we believe Jefferson County seeks the best offer, not just the lowest price.

**Captital Investment.** As part of our offering, we have included \$100,000 for the purchase of equipment we believe necessary to operate your kitchen in the most cost-effective manner possible. This investment would also allow us to up fit your staff ODR such as purchasing a larger salad bar table.





#### COST PROPOSAL FORM

ing this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Per Inmate Meal, per sp	ecifications	\$ 1.615	
Per Sack Lunch Meal, pe	er specifications	\$ 1.615	
Per Snack, per specificat	tions	\$ Snack if medi	cal is included in Inmate PPM.
Per Staff/Visitor Meal, p	er specifications	\$ 3.500	
Name of Proposer:	Trinity Services Inc., d	ba Trinity Correction	ns Services, Inc.
Signature:	Jame M.	la	
Title:	Senior Vice President	, Sales D	

#### REQUIRED FORM

proposer:

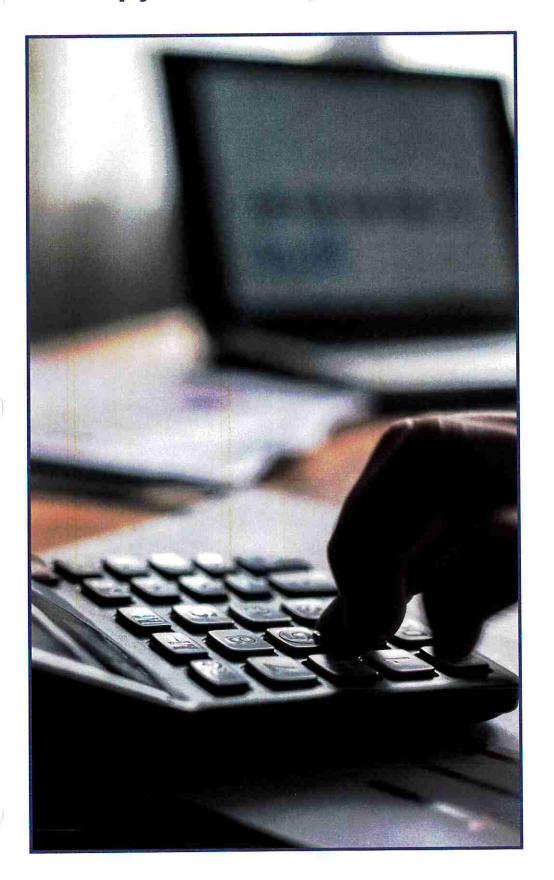
Please complete this form and include with proposal submission.

# G. Copy of RFP Specifications and Any Addenda





# G. Copy of RFP Specifications / Addenda



# G. Copy of RFP Specifications / Addenda

This section includes a completed copy of the Jefferson County Request for Proposal, as well as addenda in their entirety.





#### JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

# LEGAL NOTICE Advertisement for Request for Proposal

January 31, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-006/MR), Inmate Food Service for Jefferson County Correctional Facility. **Specifications** for this project may be obtained from the Jefferson County website, <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Conference on Tuesday, February 7, 2023, at 2:00 pm CT in the Jefferson County Correctional Facility, located at 5030 Hwy 69 S, Beaumont, TX 77705.

PROPOSAL NAME: Inmate Food Service for Jefferson County Correctional Facility

PROPOSAL NUMBER: RFP 23-006/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, March 15, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or <a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this bid.

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH:

Beaumont Enterprise & Port Arthur News:

February 1st & February 8th. 2023

The Examiner:

February 2, 2023

588

#### 588

FAX: (409) 835-8456

OFFICE MAIN: (409) 835-8593



# JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

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Deborah Clade

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

Beaumont Enterprise & Port Arthur News:

February 1st & February 8th. 2023

The Examiner:

February 2, 2023

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REQUIRED FORM Proposer:

Please complete this

form and include with proposal submission.

#### PROPOSAL SUBMITTAL CHECKLIST

he Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.	
The section of the se	
THE ITEMS ON THE CHECKLIST BELOW MUST E	SE INCLUDED IN YOUR PROPOSAL SUBMISSION.
Cover sheet identifying the contract/project being protect the proposal, and the email address, telephone, and the proposal contract of the propos	oposed, the name and address of the Proposer, the date of facsimile numbers of Proposer.
An acknowledgment and/or response to each section	of the proposal.
Form of business (e.g., corporation, sole proprieto incorporation.	rship, partnership); if corporation the date and state of
Identification of three (3) entities for which the Proportype requested, including the name, position, and telephone	ser is providing or has provided Inmate Food Service of the ephone number of a contact person at each entity.
✓ Completed and Signed FORM 1295.	
✓ Copy of Certificate of Insurance (COI). The COI at insurance coverage.	a minimum should reflect your firm/company's general
the Proposer and/or its principal/officers for the last thractions or warnings taken or issued by any federal, sta	erminated or lawsuits filed, threatened, or pending against ee (3) years, as well as identification of any administrative ate, or local governmental agency to Proposer and/or its
principals/officers with regard to the provision of the sam of monies under the terms of any agreement(s) relating to	ne or similar service as covered by this RFP, or the payment o such services.
of monies under the terms of any agreement(s) relating to	
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(RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility

PAGE 3 OF 67

#### SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Food Service.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

#### 1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

#### 1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

#### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

#### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

#### 1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

#### 1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### 1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### 1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

#### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

#### 1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### 1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

#### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

# 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <a href="https://www.sam.gov">https://www.sam.gov</a>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

#### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

#### FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

#### INSTRUCTIONS:

## (1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>WITH RFP PROPOSAL SUBMISSION</u>.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

#### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

#### **FORM 1295 EXEMPTIONS:**

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

#### A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- · a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTE	RESTED PARTIES		FOR	м 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties.  if there are no interested parties	5 <mark>.</mark>	OFFICE US	
1 Name of business entity filing form, entity's place of business. **YOUR FIRM NAME HERE	<u>=**</u> )		2	File
<ol> <li>Name of governmental entity or state which the form is being filed.</li> <li>**JEFFERSON COUNTY, 1</li> </ol>	TEXAS*		xt.	
3 Provide the identification number us and provide a description of the sen **BID/CONTRACT/PO NUM		ate agency to to provided upo	ck of identify the	e contract,
4		2	of Interest (check	, annlinable)
Name of Interested Party	City, State, Country (place of business)	G.		termediary
**NAME OF PERSON/PERSON OWN BUSINESS GOES HERE	MUST C			
WORK FOR THE COMPANY L IN #1 THAT WILL PROFIT FRO	ISTED			
BID/CONTRACT/PO**	, was			
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200	~	1.1		
5 Check only if there is to linteres		CONT	Y CHECK IF I ROLLING OR MEDIARY PA	
6 UNSWORN DECLERATION Vendor  My name is	is to complete #6 - Unsworn D	Declaration  y date of birth is		
My address (street)  deline under penalty of perjury that the fo	(cit	y) (state	(zip code)	(country)
10.	State of, on the	day of(mon	, 20 th) (year)	
	Signature of auth	orized agent of cor (Declarant)	tracting business er	ntity
AD	D ADDITIONAL PAGES AS N	IECESSARY	R	evised 12/22/2017

www.ethics.state.tx.us

Form provided by Texas Ethics Commission

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

77					(F)(-1)(-1)	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	š	CE	OFFICE USE		
1	of business.	country of the business entity's place	Certi	ificate Number: 3-990748	0,	
	Trinity Services Group	Group				
2	Oldsmar, FL United States  Name of governmental entity or state agency that is a party of	Oldsmar, FL United States  Name of governmental entity or state agency that is a party to the contract for which the form is		Filed: 05/2023		
_	being filed.	to the contract for which the form is	03/00	5/2023		
	Jefferson County, Texas		3-14-1013 4:18 m W			
3	description of the services, goods, or other property to be pro-	I entity or state agency to track or identif provided under the contract.	fy the co	ontract, and pro	vide a	
	RFP 23-006/MR Inmate Food Service for Jefferson County Correctional Fa	acility				
4	Name of Interested Party	City, State, Country (place of busin	iness)		of interest	
_				Controlling		
1						
1						
5	Check only if there is NO Interested Party.					
6						
	My name is James M. Perry	, and my date of	i birth is	May 12, 19	976	
	My address is 477 Commerce Blvd.		FL	34677	, Pinellaș	
	(street)		state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and co	rrect.				
	Executed in Pinellas Co	ounty, State of Florida , on the	5 <sup>th</sup> d	day of March	, 20 <u>23</u> . (year)	
		James M.	R	(India.)	(your)	
	<del>_</del>	Construct of authorized arout of acc	· retina			
		Signature of authorized agent of con (Declarant)	tracting	business entity		

#### 1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### 1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

#### 1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

#### 1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

#### **1.19 AWARD**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

#### 1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

#### 1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

#### 1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### 1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

#### 1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

#### 1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

#### 1.26 INSPECTIONS

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

#### 1.27 TESTING

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

#### 1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

#### 1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

#### 1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

#### 1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility

PAGE 10 OF 67

warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

ly submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

#### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim—that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject—to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

#### 1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

#### 1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

#### 1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an Insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public, Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 1.36 Below)

#### 1.36 WORKERS' COMPENSATION INSURANCE

#### 1.36.1 Definitions:

- 1.36.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.36.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section <u>1.35 above</u>.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
  - 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
    - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
    - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
    - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs  $\underline{1.36.1.} \underline{1.36.7}$ , with the certificates of coverage to be provided to the person for whom they are providing services.
    - 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
    - 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/22/2021

IS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT	
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (80	0) 363-0105
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LM Insurance Corporation	33600
INSURER B: Liberty Mutual Fire Ins Co	23035
INSURER C: Liberty Insurance Corporation	42404
INSURER D:	
INSURER E:	
INSURER F:	
	NAMÉ: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (80  E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE  INSURER A: LM Insurance Corporation INSURER B: Liberty Mutual Fire Ins Co INSURER C: Liberty Insurance Corporation INSURER D: INSURER E:

COVERAGES	CERTIFICATE NUMBER: 5/00/9375618	REVISION NUMBER:
THIS IS TO CERTIFY THAT TH	HE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED	TO THE INSURED NAMED ABOVE FOR THE

POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

NSR LTR	TYPE OF INSURANCE	ADDL SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
В	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		EB2651291759061 SIR applies per policy to	12/01/2021	12/01/2022		\$1,000,00 \$1,000,00
						MED EXP (Any one person)	\$5,00
						PERSONAL & ADV INJURY	\$1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$10,000,00
)	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,00
в	AUTOMOBILE LIABILITY		AS2-651-291759-071	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,00
	X ANY AUTO	1 1	1			BODILY INJURY ( Per person)	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
С	X UMBRELLALIAB X OCCUR		тн7651291759091	12/01/2021	12/01/2022	EACH OCCURRENCE	\$2,000,00
	EXCESS LIAB CLAIMS-MADE			ľ		AGGREGATE	\$2,000,00
	DED X RETENTION \$10,000						
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		wc5651291759041	12/01/2021	12/01/2022	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,00
	(Mandatory in NH) If yes, describe under	1.00.00.00			,	E.L. DISEASE-EA EMPLOYEE	\$1,000,00
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTI	FICATE	HOL	DER

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE Trinity Services Group, Inc AUTHORIZED REPRESENTATIVE

477 Commerce Boulevard Oldsmar FL 34677 USA

Aon Risk Services Central Inc.

# SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200 (REVISED JUNE 2022)

#### REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) Contractor must complete enclosed certification

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant pgram, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement orgams, including the Public Assistance Program.

#### 1. Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding.

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- íi. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd(forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
    - i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- 4. Apprentices and trainees.
  - Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the ii. predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - iii. **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### 5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

#### o. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

#### 7. Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Breach.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 10. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes lause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor et forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 11. Certification of eligibility.

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

#### (a) Definitions

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of et seq.).
- (2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240I (d)) must also occur during the period of contract performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

# (b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- (c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor
  - (1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
  - (2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.
- (d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention-

- (1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
- (2) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to Contractor and Protection of the Contractor Right to File
  - (1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal to

which the invention pertains.

- (2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

# (f) Contractor Action to Protect the Government's Interest

- (1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and
  - (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

#### (g) Subcontracts

- (1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided,

however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

# (h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

# (i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

#### (i) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
- (2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to

practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

#### (I) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Trinity Services Group, Inc.	
477 Commerce Blvd.	
Oldsmar, Fl 343677	

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

#### **CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# DEBARMENT AND SUSPENSION Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) Contractor must complete enclosed certification

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at <a href="http://www.epa.gov/cpg/products.htm">http://www.epa.gov/cpg/products.htm</a>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

#### ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

# COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

# PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

# PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not nited to iron, aluminum, steel, cement, and other manufactured products).

# **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

## BYRD ANTI-LOBBYING CERTIFICATION

rtification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Trinity Services Group, Inc., dba Trinity Corrections Services, Inc. certifies or affirms the truthfulness and ccuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and grees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

James M. Perry, Senior Vice President, Sales

Name and Title of Contractor's Authorized Official

March 6, 2023

Date

## REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

# **DEBARMENT/SUSPENSION CERTIFICATION**

n-Federal entities and contractors are subject to the debarment and suspension regulations implementing ecutive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

Trinity Services Group, Inc., dba

The Contractor <u>Trinity Corrections Services, Inc.</u> certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

James M. Perry, Senior Vice President, Sales

'ame and Title of Contractor's Authorized Official

March 6, 2023

Date

**REQUIRED FORM** 

Proposer:

Please complete this form and include with proposal submission.

# EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

or all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

# CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

e applicant further agrees that it will refrain from entering into any contract or contract modification subject to executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

signature of Contractor's Authorized Official

James M. Perry, Senior Vice President, Sales

Name and Title of Contractor's Authorized Official

March 6, 2023

Date

**REQUIRED FORM** 

Proposer:

Please complete this form and include with proposal submission.

## SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS.

e following requirements and instructions supersede General Requirements where applicable.

#### 3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and Five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address: Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the aspondent's Name and Address; and shall be addressed to the Purchasing Agent.

## All submissions must be received by 11:00 am CT, Wednesday, March 15, 2023

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark at 409-835-8593 or email at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

#### Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

# COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

# Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

#### 3.2 PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference on Tuesday, February 7, 2023, at 2:00 PM CT, at the Jefferson County Correctional Facility located at 5030 Hwy 69 S, Beaumont, TX 77705.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

#### 3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at <u>deb.clark@jeffcotx.us</u>.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, March 8, 2023.

# 3.4 TENTATIVE SCHEDULE OF EVENTS

lanuary 31, 2023	Issuance of Request for Proposal
February 7, 2023	Pre-Proposal Conference
March 15, 2023	Deadline Submission (late proposals will not be considered)
March 17, 2023	Proposals distributed to Evaluation Committee
March 24, 2023	<b>Evaluation Committee Convenes to Tabulate Scoring and Determines Short List</b>
March 29, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
April 11, 2023	Recommendation for Award

# Please note:

The above schedule of events is tentative in nature. Dates listed are subject to change.

## 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

#### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 47)
- G. Copy of RFP Specifications and any Addenda in their entirety.
   (Note: All forms should be completed, and any information requested should be inserted/included)

## 4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

## 4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

#### 4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

#### 4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

## 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- Full name (including full middle name);
- b. An employment history;
- A specific description of relevant experience and skills that person has in connection with the conduct
  of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

# 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide Inmate Food Service for Jefferson County Correctional Facility.

## Objective:

The Jefferson County Correctional Facility requests proposals for the operation of corrections food services. This is a Request for Proposal (RFP) from qualified food service companies (hereinafter referred to as Contractor) and not an offer nor an order by the Correctional Facility.

# Scope of Services:

The Contractor shall provide all labor, supplies and food to provide complete food service to inmates and staff. Inmate labor will be provided by the Jefferson County Correctional Facility to assist in the preparation and service meals as well as cleaning of the kitchen and dining hall areas.

The Correctional Facility currently houses both male and female prisoners. The average daily population for 2022 is listed below. The population fluctuates daily and will continue to do so throughout the life of the contract. The Correctional Facility has 260 employees when fully staffed. The Correctional Facility guarantees no population, either inmate or staff, at any given time.

The Correctional Facility kitchen is equipped to provide adequate support for preparing approximately 3,500 meals per day and 270 staff meals per day. Meals are provided to all Correctional Facility inmates and LaSalle Facility inmates and staff three times per day. Inmate meals are served at 5:00 am, 11:00 am and 5:30 pm. The officer dining room is open for two hour periods at 12:30 am, 11:00 am and 4:15 pm. Serving trays used to serve inmate meals in the cell areas as well as the dining halls. Serving trays will be prepared for the LaSalle Facility and Jefferson County Staff will transport the meals to the LaSalle Facility.

#### Average Daily Population for 2022

Month	Correctional Facility Average Population	LaSalle Facility Average Population
January	841	305
February	793	317
March	805	317
April	855	314
May	873	319
June	906	311
July	896	292
August	911	275
September	853	284
October	950	314
November	912	314
December	816	308

#### Inmate Meal Standards

The Contractor must comply will all rules of the Texas Commission on Jail Standards regarding food service. This includes menus approved by a licensed dietician allowing for basic nutrition for meals and following physician prescribed diets for inmates. A licensed dietician shall approve all menus prior to service and annually thereafter unless there is a significant change in the menu that will need new approval. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference intakes for adult males as established by the National Academy of Sciences. Inmates shall be served 3 meals a day, 365 days a year.

The Contractor must submit a 2 week cycle menu and a 4 week cycle menu for consideration.

- 1. All menu items must be listed by weight or volume (cup, ounce, etc.)
- 2. Meal portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion.
- 3. Appropriate condiments to be served must be include on the written menu.
- 4. Menus must provide and average of 2000 calories per day.
- 5. A variety of food flavors, textures, temperatures and appearances shall be used.

Medical Diets: There are currently 91 inmates receiving medical diet meals (diabetic, double portion, low sodium, food allergies).

Special Diets. There are currently 30 inmates receiving vegetarian/religious trays or trays that accommodate food allergies. (Kosher, Religious Holidays, Ramadan, Vegetarian)

Sack Meals: Sack meals are prepared for inmates that are out of the facility for court appearances, on work release, are in transit to another facility, or any other type of temporary release. Sack meals shall meet the minimum USDA daily caloric allowances for the portion of the daily meal consumed as a sack lunch. There are approximately 20-25 sack meals per meal at this time.

Snacks: Diabetic snacks must be provided for diabetic inmates at the Correctional Facility. There are currently 46 inmates receiving diabetic snacks.

Special Meals: The Contractor will provide special meals to the inmates on Thanksgiving and Christmas. Any other special meals will be mutually agreed upon by the Contract and Jefferson County.

## Staff/Visitor Meals

Staff and visitors meals shall be served 3 times a day, 365 days a year. Meals shall be served using disposable wares.

The Contractor must submit a 2 week cycle menu and a 4 week cycle menu for consideration.

Each meal shall include:

- 1. One hot entrée and one cold entrée
- 2. Two (2) side options to choose from
- 3. A salad bar
- 4. A dessert
- 5. Fountain drinks, coffee and water

Continuous coffee services shall be provided for staff and visitors 24 hours a day, 365 days a year.

Staff should be offered an ala carte menu for their own purchase. Please submit an ala carte menu. Ala carte items are not available now.

Jefferson County is also interested in a Point of Sale system for staff and visitors to utilize for ala carte purchases. This system would need to be web based and allow for prepaid account balances. Please submit information on a Point of Sale system if available from your company. This is not a requirement.

# **Equipment/Supplies**

Jefferson County Correctional Facility will provide all equipment to prepare meals, trays for meal service, equipment to maintain the sanitation of the kitchen.

The Contractor shall provide all disposable wares to prepare and serve meals.

#### Terms:

The contract will be for a term of one (1) year from the date of the executed contract with an option to renew for four (4) additional one (1) year terms.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in the local Consumer Price Index involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

# **Cost Submittal Rates:**

The cost per meal rate should include all costs required to prepare and serve meals as indicated in the Scope of Services of this Request for Proposal. The meal rate for the last food service contract was \$0.845 per meal in 2017.

#### Requirements:

The Contractor must have five (5) years of previous correctional feeding experience.

The Contractor must have the ability to start-up operations within 30 days from the date of the award of the contract.

#### 6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

#### 6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

#### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

- 1. Inmate food service.
- Staff/Visitor food service.

## 6.4 LAWS AND REGULATIONS

The Inmate Food Service Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.



## .1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

#### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 47 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 47 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

#### 7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

#### 1.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee <u>and</u> Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

(RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility

negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 7.5 PROPOSAL EVALUATION CRITERIA:

#### a. RESPONSIVENESS - 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

#### IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

#### PROPOSER QUALIFICATIONS – 25%

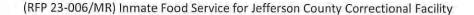
This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

#### d. PERSONNEL QUALIFICATIONS - 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

# e. COST OF PROFESSIONAL SERVICES - 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.



PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

# Addendum to RFP

RFP NUMBER:

RFP 23-006/MR

RFP TITLE:

Inmate Food Service for Jefferson County Correctional Facility

RFP DUE BY:

11:00 AM CT, Wednesday, March 15, 2023

ADDENDUM NO.: 1

ISSUED (DATE):

March 1, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package — including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission. If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

# Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: How many coffee locations will need to be supplied?
Answer: 4 locations

Question: How much coffee is used per week?
 Answer: Approximately 3-4 cans are used per week. The cans are Folgers 43.50 oz Classic Roast.

3. Question: Who will maintain health permit? Answer: Jefferson County

4. Question: It was mentioned during the pre-bid conference that there is construction planned for the ODR. What is the time frame for the construction of the kitchen and ODR? Estimated start and completion?

Answer: We do not have an estimated start date at this time. This project is still in the planning phase. It will be completed within 2 years.

5. Question: Can you please share the current staff menu?

Answer: I am waiting for the current vendor to provide this information. I will send a second addendum when I receive the information.

6. Question: The staff menu requires water be served. Is there equipment available today to serve filtered water and ice? If not, would it be expected the contractor provide equipment to provide filtered water?

Answer: Unfiltered water is provided for the staff. Filtered water equipment it optional.

7. Question: For staff dining are credit cards allowed in the facility for purchase of the ala carte items?
Answer: Yes

8. Question: Does the contractor have to pay wages in accordance with the Federal Wage Determination requirements for the area?

Answer: All wages must comply with the U.S. Department of Labor wage requirements.

9. Question: May we have a copy of the current inmate menu(s) for all population types? Answer: I am waiting for the current vendor to provide this information. I will send a second addendum when I receive the information.

10. Question: What type of Religious meals(s) are provided? Are pre-packaged meals currently being served? Answer: Ramadan and Kosher meals are provided. Kosher meals are pre-packaged meals.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

- 11. Question: Does the County have the ability to slice meats (ex. Bulk lunch meat)? Answer: Yes
- 12. Question: Is the County able to serve bulk condiments? (ex. Ketchup & mustard?)

  Answer: Yes
- 13. Question: Is the County able to bake deserts/combread/rolls and biscuits? Answer: Yes
- 14. Question: Please confirm what items are being offered on the salad bar?

  Answer: I am waiting for the current vendor to provide this information. I will send a second addendum when I receive the information.
- 15. Question: Who is responsible for purchasing cleaning supplies for the kitchen? Answer: The County
- 16. Question: On the assumption that questions may not be answered until the 8<sup>th</sup>, it will take some time upon knowing those answers to finalize the response, and it is a hard copy submittal, would the county consider extending the deadline by an additional week:

  Answer: No.



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

# Addendum to RFP

RFP NUMBER:

RFP 23-006/MR

RFP TITLE:

Inmate Food Service for Jefferson County Correctional Facility

RFP DUE BY:

11:00 AM CT, Wednesday, March 15, 2023

ADDENDUM NO.: 2

ISSUED (DATE):

March 2, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission. If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: **Vendor Questions** 

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

ATTEST:	knowledged by the undersigned Respondent:
( Cai & Busha	Authorized Signature (Respondent)
Witness	Senior Vice President, Sales
Logistet	Title of Person Signing Above Trinity Services Inc., dba Trinity
Witness (/)	Corrections Services, Inc.
O .	Typed Name of Business or Individual
Approved by Date:	477 Commerce Blvd., Oldsmar, FL 34677
	Address



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

1. Question: Can you please share the current staff menu?
Answer: See attachment B

2. Question: May we have a copy of the current inmate menu(s) for all population types?

Answer: See attachment A

Question: Please confirm what items are being offered on the salad bar?
 Answer: Lettuce, Eggs, Dressings, Cheese, Bacon Bits, Chicken Tender Bites, Red Onion, Bell Pepper

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Sunday	J.	Monday	ay	Tuesday	3y	Wednesday	day	Thursday	ay	Friday	>	Saturday	>
Breakfast	*												
Oatmeal w/ Brown Sugar Scrambled Eggs Flour Tortilla Oven Browned Potatoes Sauce Salsa 1% Milk	1 Cup 3 WZ 2 Each 1/2 Cup 2 FZ 1 Each	Oatmeal w/ Brown Sugar Scrambled Eggs Bread Jelly 1% Milk	1 Cup 2 WZ 2 Slice 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 1 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Flour Tortilla Sauce Salsa Dairy Drink	1 Cup 11/4 Cup 2 Each 2 FZ 1 Cup	Oatmeal w/ Brown Sugar Breakfast Gravy Biscuit Hashbrowns 1% Milk	1 Cup 3/4 Cup 1/60 Cut 1/2 Cup 1 Each	Cereal Grits Sweet Scrambled Eggs Oven Browned Potatoes Flour Tortilla Sauce Salsa Dairy Drink	1 Cup 2 WZ 1/2 Cup 2 Each 2 FZ 1 Cup	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 1 WZ 1/4 Cup 1 Cup
Lunch Meatloaf Gravy Brown Potatoes Mashed Sassoned Mixed Vegetables Bread Creme Cookie	1 Each 2 FZ 3/4 Cup 3/4 Cup 2 Slice 2 Each 1 Cup	Meat Mac & Cheese Peas Bread Creme Cookie Beverage	1 Cup 3/4 Cup 2 Slice 2 Each 1 Cup	Sliced Bologna Sliced Cheese Mustard PC Potato Salad Bread Cake	2 WZ 1 WZ 2 Each 1 Cup 4 Slice 1/54 Cut 1 Cup	Charbroiled Patty Rice Gravy Brown Corn Bread Cake	1 Each 1 Cup 2 FZ 3/4 Cup 2 Slice 1/54 Cut 1 Cup	Chill Rice Peas Combread Creme Cookle Beverage	11/4 Cup 3/4 Cup 3/4 Cup 1/54 Cut 2 Each 1 Cup	Salisbury Patty Potatoes Mashed Seasoned Gravy Brown Carrots Bread Cake Beverage	1 Each 3/4 Cup 2 FZ 3/4 Cup 2 Slice 1/54 Cut	Chicken Patty Potatoes Mashed Seasoned Carrots & Green Beans Bread Ketchup Cake	1 Each 3/4 Cup 3/4 Cup 2 Slice 1 Each 1/54 Cut 1 Cup
Dinner Chicken Baked Macaroni & Cheese Green Beans Bread Creme Cookle	1 Each 1 Cup 3/4 Cup 2 Slice 2 Each 1 Cup	Creole w/Rice Carrots Bread Cake Beverage	1 Cup 3/4 Cup 2 Slice 1/54 Cut 1 Cup	Carne Guisada Rice Peas Bread Cake	1 Cup 3/4 Cup 3/4 Cup 2 Slice 1/54 Cut 1 Cup	Chill Mac Green Beans Cornbread Creme Cookie Beverage	1 Cup 3/4 Cup 1/54 Cut 2 Each 1 Cup	Spanish Rice w/Meat Green Beans Flour Tortilla Sauce Salsa Creme Cookle Beverage	1 Cup 3/4 Cup 2 Each 2 FZ 2 Each 1 Cup	Stew Red Chili Corn Cornbread Creme Cookie Beverage	1 Cup 3/4 Cup 11/54 Cut 2 Each 1 Cup	Turkey & Rice Corn Cornbread Creme Cookle Beverage	1 Cup 3/4 Cup 1/54 Cut 2 Each 1 Cup

				96	Herso	Jefferson County 1X Unit 30237	Unit 30	237	2	Regular		Š	Week 2
Sunday Breakfast	à #	Monday	lay	Tuesday	Λ <sub>E</sub>	Wednesday	sday	Thursday	ay	Friday	<b>A</b>	Saturday	A.
Oatmeal w/ Brown Sugar Scrambled Eggs Flour Tortilla Oven Browned Potatoes Sauce Salsa 13% Milk	1 Cup 3 WZ 2 Each 1/2 Cup 2 FZ 1 Each	Oatmeal w/ Brown Sugar Scrambled Eggs Bread Jelly Milk	1 Cup 2 WZ 2 Slice 1 Each 1 Each	Cereal Grits Sweet Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 1 WZ 1/4 Cup 1 Cup	Cereal Grits Sweet Hash Flour Tortilla Sauce Salsa Dairy Drink	1 Cup 1 1/4 Cup 2 Each 2 FZ 1 Cup	Oatmeal w/ Brown Sugar Breakfast Gravy Biscuit Hashbrowns 1% Milk	1 Cup 3/4 Cup 1/60 Cut 1/2 Cup 1 Each	Cereal Grits Sweet Scrambled Egss Oven Browned Potatoes Flour Tortilla Sauce Salsa Dairy Drink	1 Cup 2 WZ 1/2 Cup 2 Each 2 FZ 1 Cup	Oatmeal w/ Brown Sugar Pancake Bake Sausage Patty Syrup Dairy Drink	1 Cup 2/54 Cut 1 WZ 1/4 Cup 1 Cup
Lunch Charbrolled Patty Boiled Potatoes Gravy Brown Corn Bread Cake	1 Each 1 Cup 2 FZ 3/4 Cup 2 Silce 1/54 Cut 1 Cup	Stroganoff Green Beans Bread Cake Beverage	11/4 Cup 3/4 Cup 2 Slice 1/54 Cut 1 Cup	Sliced Bologna Sliced Cheese Mustard PC Salad Macaroni FRZV Bread Cake	2 WZ 1 WZ 2 Each 1 Cup 4 Slice 1/54 Cut 1 Cup	Meatloaf Gravy Brown Potatoes Mashed Seasoned Mixed Vegetables Bread Creme Cookie	1 Each 2 FZ 3/4 Cup 3/4 Cup 2 Slice 2 Each 1 Cup	Charbroiled Patty BBQ Sauce Macaroni & Cheese Green Beans Bread Cake	1 Each 2 FZ 3/4 Cup 3/4 Cup 2 Silice 1/54 Cut	Salisbury Patty Potatoes Mashed Seasoned Gravy Brown Carrots Bread Cake	1 Each 3/4 Cup 2 FZ 3/4 Cup 2 Slice 1/54 Cut	Chicken Patty Potatoes Mashed Seasoned Carrots & Green Beans Bread Ketchup Cake	1 Each 3/4 Cup 3/4 Cup 2 Slice 1 Each 1/54 Cut 1 Cup
Dinner Meat Mac & Cheese Peas Bread Cake Beverage	1 Cup 3/4 Cup 2 Slice 1/54 Cut 1 Cup	Flesta Meat Green Beans Combread Creme Cookle Beverage	1 Cup 3/4 Cup 1/54 Cut 2 Each 1 Cup	Chicken Baked Macaroni & Cheese Green Beans Bread Creme Cookie	1 Each 1 Cup 3/4 Cup 2 Silice 2 Each 1 Cup	Cass Enchilada Corn Cornbread Creme Cookie Beverage	1 Cup 3/4 Cup 1 1/54 Cut 2 Each 1 Cup	Jambalaya Carrots Bread Cake Beverage	1 Cup 3/4 Cup 2 Slice 1/54 Cut 1 Cup	Rotini Casserole Corn Cornbread Creme Cookle Beverage	1 Cup 3/4 Cup 1/54 Cut 2 Each 1 Cup	Spanish Rice w/Meat Green Beans Flour Tortilla Sauce Salsa Creme Cookie	1 Cup 3/4 Cup 2 Each 2 FZ 2 Each 1 Cup

# Attachment B

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			FRIED PORKCHOP MASH POTATOS GREEN BEANS SALAD BAR	BAKED POTATO BAR/SALAD	FRIED FISH FRIES CORN FRITTERS SALAD BAR	BBQ LINK CHIPS
STEAK FINGERS MASH POTATOS CORN SALAD BAR	TUNA FISH SALAD CHIPS	TACOS SALAD BAR FIESTA CORN SPANISH RICE	BBQ MEATBALLS POTATO SALAD GREEN BEANS	HAMBURGER FRIES ONION RINGS	BAKED FISH POTATO SALAD GREEN BEANS	BREAKFAST BAR
CHICKEN TENDER FRIES SALAD BAR	BBQ LINK CHIPS	PORKLOIN RICE/GRAVY PINTO BEANS SALAD BAR	SPAGHETTI SALAD BAR CORNBREAD OR- TOAST	BREAKFAST BAR	FRIED FISH FRIES FRIED OKRA	HOTDOGS FRIES ONION RINGS
TUNA FISH SALAD CHIPS	BAKED PORKCHOPS BAKED POTATOS	MEATBALLS RICE/GRAVY RED BEANS	CHICKEN TENDERS FRIES ONION RINGS	BAKED CHICKEN YAMS MAC N CHEESE GREEN BEANS	FRIED FISH FRIES SALAD BAR	STEAK FINGERS MASH POTATOS CORN
MARCH 1 STARTS WEDNESDAY						



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

# Addendum to RFP

RFP NUMBER:

RFP 23-006/MR

RFP TITLE:

Inmate Food Service for Jefferson County Correctional Facility

RFP DUE BY:

11:00 AM CT, Wednesday, March 15, 2023

ADDENDUM NO.: 3

ISSUED (DATE):

March 8, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package — including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission. If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

# Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST	2-1	
Witness	an Soundy	-
y	ug AAA	
Witness	00	

Date:

Approved by

Senior Vice President, Sales
Title of Person Signing Above
Trinity Services Inc., dba Trinity

Corrections Services, Inc.

Typed Name of Business or Individual

477 Commerce Blvd., Oldsmar, FL 34677 Address



# JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

 Question: Please confirm that the County expects the ODR to be staffed by the vendor during open hours.
 Answer: yes

Question: Will the County or the staff be paying for the ODR meals?Answer: The County will pay for ODR meals and staff will pay for ala carte items.

# **COST PROPOSAL FORM**

ing this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Per Inmate Meal, per spe	ecifications	\$ 1.615
Per Sack Lunch Meal, per	specifications	\$ 1.615
Per Snack, per specificati	ons	\$ Snack if medical is included in Inmate PPM.
Per Staff/Visitor Meal, pe	er specifications	\$ 3.500
Name of Proposer:	Trinity Services Inc	, dba Trinity Corrections Services, Inc.
Signature:	Jame,	M. Car
Title:	Senior Vice Preside	ent, Sales

# REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

#### NON-DISCLOSURE AGREEMENT

'n consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of irtain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

- 1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
- 2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
- 3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
- 4. The Information may not be copied or reproduced without the County's written consent.
- 5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
- 6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
- 7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
- 8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

James M. Perry

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

ille: Senior Vice President, Sales

Date: March 6, 2023

#### RESPONDENT INFORMATION FORM

nstructions: Complete the form below. Please provide legible, accurate, and complete contact information.

PLEASE PRINT.	
	) Inmate Food Service for Jefferson County Correctional Facility
Proposer's Company/Business Name: _	Trinity Services Inc., dba Trinity Corrections Services, Inc.
Proposer's TAX ID Number:59-3026	6703
If Applicable: HUB Vendor No	DBE Vendor No
Contact Person: Ron Torres	Title: Regional Sales Director
Phone Number (with area code):	-238-5365
Alternate Phone Number if available (w	rith area code):
Fax Number (with area code): 813-85	5-2330
Email Address: Ronald.Torres@Trinit	
Mailing Address (Please provide a physical 477 Commerce Blvd.	ical address for bid bond return, if applicable):
Address Oldsmar, FL 34677	

REQUIRED FORM Proposer:

City, State, Zip Code

Please complete this form and include with proposal submission.

#### **VENDOR REFERENCES FORM**

Proposer: Please list at least three (3) companies or governmental gencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

#### REQUIRED FORM

<u>Proposer:</u> Please complete this form and include with proposal submission.

REFERENCE ONE		
Government/Company Name:	Galveston County Jail	
Address: 5700 Avenue H G	Salveston, TX 77551	
Contact Person and Title:	nry Trouchesset, Sheriff	
Phone: (409) 766-2301	Fax:	
Email Address: henry.trochesset	@co.galveston.tx.usContract Period:	3/19/2014- 6/3/2023
Scope of Work: Food and Con	nmissary Services, Supervised Inmat	e Workers, Staff Dining with Point of Sal
REFERENCE TWO		
Government/Company Name:	Jefferson County Jail	
Address: 5030 Hwy 69 S, E	Beaumont, TX 77705	
Contact Person and Title: Joh	n Shauberger, Chief	
Phone: (409) 835-8734	Fax:	
Email Address: jshauberger@cc	e.jefferson.tx.us Contract Period:	6/24/2019- 6/15/2023
Scope of Work: Food Services,	Trinity provides all food/beverage f	or County productions, Staff Dining Roo
REFERENCE THREE		3_
Government/Company Name:	Washington County Jail	
Address: 1206 Old Indeper	ndence, Brenham, TX 77833	
Contact Person and Title: Eric	Hensley, Jail Administrator	
Phone: (979) 353-7704	Fax:	
Email Address: ehensley@waco	unty.com Contract Period:	8/18/19-8/17/24
Scope of Work: Food Services,	Supervised Inmate Workers, Staff I	Dining with Point of Sale

#### SIGNATURE PAGE

permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the sam
cerms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase
orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County sha
not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another
entity. Each entity reserves the right to determine their participation in this contract.

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Trinity	Services	Inc.	dba
11.11.21		,	0,100

Trinity Corrections Services, Inc.

RFP Respondent (Entity Name)

477 Commerce Blvd.

Street & Mailing Address

Oldsmar, FL 34677

City, State & Zip

813-854-4264

Telephone Number

jim.perry@trinityservicesgroup.com

E-mail Address

James M. Perry

Print Name

March 6, 2023

Date Signed

813-855-2330

Fax Number

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

#### CERTIFICATION REGARDING LOBBYING

rtification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed y section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil analty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

James M. Perry, Senior Vice President, Sales

Name and Title of Contractor's Authorized Official (Please Print)

March 6, 2023

Date

REQUIRED FORM

Proposer:

Please complete this form and iclude with proposal submission.

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 and increase. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this 'ection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Juction Project (0348-0046), Washington, DC 20503

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## **Not Appicable**

Approved by OMB 0348-0046

#### **Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action:     a. contract     b. grant     c. cooperative agreement     d. loan     e. loan guarantee     f. loan insurance	b. initia	al Action: offer/application al award -award	Report Type:  a. initial filing  b. material change
Name and Address of Reporting English Prime Sub-awards Tier, if I	ee Known:	Name and Addre	tity in No. 4 is Sub-awardee, Enter ess of Prime:  onal District, if known:
Federal Department/Agency:			gram Name/Description:
Federal Action Number, if known:		9. Award Amou	unt, if known:
J. a. Name and Address of Lobby (if individual, last name, first name,			Performing Services (including ent from No. 10a) est name, MI):
11. Information requested through this authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a m representation of fact upon which relia by the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be avinspection. Any person who fails to fill disclosure shall be subject to a civil pethan \$10,000 and not more than \$100,00 failure.	352. This paterial pance was placed pance was made or pad pursuant to 31 ported to the railable for public the required enalty of not less	277.1	ames M. Perry ice President, Sales 314-968-8733 Date: March 6, 2023
Federal Use Only			orized for Local Reproduction Indard Form - LLL (Rev. 7-97)

#### **REQUIRED FORM**

#### Proposer:

Please complete this form and include with proposal submission.

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm, For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - $(\bar{\textbf{i}})$  a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

For vendor doing business with local governmental entity	FORM CIC
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental ontity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Bovernment Code. An offense under this section is a misdemeanor.	14
Name of vendor who has a business relationship with local governmental entity.	
Trinity Services Inc., dba Trinity Corrections Services, Inc.	
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 ap- later than the 7th business day after the date on which you became aware that the ori incomplete or inaccurate.)	
Name of local government officer about whom the information in this section is being disc $N\!/\!A$	losed.
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Governages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	income, other than investment
A. Is the local government officer named in this section receiving or likely to receive taxable	income, other than investment
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	m or at the direction of the local
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?      Yes    No      B. Is the vendor receiving or likely to receive taxable income, other than investment income, from	m or at the direction of the local
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?      Yes    No      B. Is the vendor receiving or likely to receive taxable income, other than investment income, frogovernment officer named in this section AND the taxable income is not received from the local power of the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section and the section are section as the section and the section and the sect	m or at the direction of the local cal governmental entity?
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the local Yes No  C. Is the filer of this questionnaire employed by a corporation or other business entity we	m or at the direction of the local cal governmental entity?
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the local Yes No  C. Is the filer of this questionnaire employed by a corporation or other business entity we government officer serves as an officer or director, or holds an ownership interest of one per	m or at the direction of the local cal governmental entity?  with respect to which the local cent or more?
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the local yes No  C. Is the filer of this questionnaire employed by a corporation or other business entity we government officer serves as an officer or director, or holds an ownership interest of one per Yes No  D. Describe each employment or business and family relationship with the local government.	m or at the direction of the local cal governmental entity?  with respect to which the local cent or more?

Adopted 8/7/2015

## **REQUIRED FORM**

## Proposer:

Please complete this form and 'nclude with proposal submission.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVER	FORM CIS	
CONFLICTS DI		
This questionnaire reflects of	hanges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
government officer has be	ppropriate local governmental entity that the following local come aware of facts that require the officer to file this statement r 176, Local Government Code.	Date Received
Name of Local Government	nent Officer	
Office Held		
Name of vendor descri	ped by Sections 176.001(7) and 176.003(a), Local Government	Code
Description of the natu	re and extent of employment or other business relationship wi	th vendor named in item 3
from vendor named in	he local government officer and any family member, if aggreg tem 3 exceeds \$100 during the 12-month period described by	Section 176.003(a)(2)(B).
	Description of Gift	
	Description of Gift	
Date Gift Accepted	Description of Gift	
	(attach additional forms as necessary)	
AFFIDAVIT	I swear under penalty of perjury that the above statement in that the disclosure applies to each family member (as defi- Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a)	ned by Section 176.001(2), Local acknowledge that this statement
	Signature of Local	Government Officer
AFFIX NOTARY STAMP	SEAL ABOVE	
Sworn to and subscribed be	fore me, by the said	, this the day
of, 20	, to certify which, witness my hand and seal of office.	

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

## **GOOD FAITH EFFORT (GFE)**

#### **Determination Checklist**

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the minimum efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☑ Yes	No	1,		into the smallest fe	andard and prudent industrations as a low for a low for the second second and a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low for a low fo	
✓ Yes	☐ No	2.	<b>Notify</b> in writing a reason participation of the plann		3s, allowing sufficient time to ntracted?	or effective
<b>✓</b> Yes	No	3.	information regarding the	e project (i.e., plans, ments, and a po	in bidding on a subcontracto specifications, scope of wo int of contract within	rk, bonding
<b>✓</b> Yes	☐ No	4.	Negotiate in good faith or qualify as lowest and resp		s, and not reject bids from	n HUBs that
✓ Yes	☐ No	5.	<b>Document</b> reasons HUBs reason for rejection, prov	the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the sa	a written rejection notice, in HUBs?	ncluding the
✓ Yes	☐ No	6.	If Prime Contractor/Consreasons why.	sultant has zero (0)	HUB participation, please	explain the
		nece	d, please explain and inclu essary, please use a separa		cumentation with your protections	posal.
Printed	Name of A	Autho	orized Representative		Signature	
Senic	or Vice Pr	eside	ent, Sales		03/13/2023	
		Tit	e		Date	
Propos Please	complete	this	form and			

## Historically Underutilized Business (HUB)

This information must be submit	ted with your proposal.
Sposer intends to utilize subcontractors/sub-consultants i  ✓ Yes ☐ No	n the fulfillment of this contract (if awarded).
Instructions for Prime Contractor/Consultant: Proposer shall so below may be submitted after contract award, but prior to be one form for each HUB Subcontractor/Sub-consultant with procontract.	eginning performance on the contract. Please submit
Contractor Name: Trinity Services Group, Inc.	HUB: p Yes p No
Address: 477 Commerce Blvd Oldsmar,	FL. 34677
Street City	State Zip
Phone (with area code): 813-854-4264	Fax (with area code): 813-855-2330
Project Title & No.: Inmate Food Service for Jefferson Co	ounty Correctional Facility / RFP23-006/MR
Prime Contract Amount: \$2,100,000	
HUB Subcontractor Name: River City Produce	
HUB Status (Gender & Ethnicity): Male Hispanic	
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson	County I Tx Unified Certification Prog.
Idress: 1616 S. Laredo St San Antonio	TX 78207
Street City	State Zip
Phone (with area code): 210-271-0164	Fax (with area code): 210-271-3446
Proposed Subcontract Amount: \$ 105,000	Percentage of Prime Contract: 5 %
Description of Subcontract Work to be Performed: Produce	, Eggs and Dry Goods Supplier
James M. Perry	M. (2) 03/13/2023
	Representative Date
River City Produce Nando	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
	Representative Date
NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRE	SSED OR IMPLIED, TO ANY THIRD PARTIES.
Pre-Approval for Subcontractor Substitutions must be obtain Representative. The "HUB Subcontractor/Sub-consultant Change	그 마니 아이들이 되어 있어요. 이 그렇게 하다가 있는 것이 되었다. 이 그는 그는 그 그 그렇게 되는 것이 그는 것이 없는 것이 없는 것이다. 얼마나 없는 것이다.
REQUIRED FORM	
Proposer:	
Please complete this form and include with proposal submission.	

Proposer intends to utilize subcont ☑ Yes ☐ No	tractors/ sas consuma	nie in the fair			,,=,===/
Prime Contractor: Trinity Service	es Group, Inc.			HUB: Yes	☑ No
HUB Status (Gender & Ethnicity):	N/A				
Address: 477 Commerce Blvd	Oldsmar,	FL.	3467	77	
Street	City	State	Zip		
Phone (with area code): 813-854	1-4264	Fax (with	area code):	813-855-2330	
Project Title & No.: Inmate Food Service	ce for Jefferson County Correct	ional Facility	IFB/RFP No.:	23-006/MR	
Total Contract: \$2,100,000		Total HUB Sul	ocontract(s):	\$ 105,000	
Construction HUB Goals: 12.8% MBE::	5	%	12.6% WBE:	0	%
erification date HUB Program Office reviewe	Use these goals as a	guide to divers	oate:	Initials:	
OR HUB OFFICE USE ONLY:  Verification date HUB Program Office reviewe  ART I. HUB SUCONTRACTOR I  HUB Subcontractor Name:  River	Use these goals as a	guide to divers		Initials:	
OR HUB OFFICE USE ONLY:  Verification date HUB Program Office reviewe  ART I. HUB SUCONTRACTOR I  HUB Subcontractor Name:  River  HUB Status (Gender & Ethnicity):	Use these goals as a control of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second sta	guide to divers	vate:		
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OR HUB OFFICE USE ONLY:  Verification date HUB Program Office reviewe  ART I. HUB SUCONTRACTOR I  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  Pertifying Agency:  Texas Bldg & F	Use these goals as a control of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second sta	a guide to diversionation D	ate:		
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ART I. HUB SUCONTRACTOR I  HUB Subcontractor Name: River  HUB Status (Gender & Ethnicity): Pertifying Agency: Texas Bldg & F  Address: 1616 S. Laredo St  Street  Contact person: Name (With area code): 210-271	Use these goals as a control of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second sta	Texas Unified Co	ertification Pr 78207 Zip Owner	rog. 210-271-3446	5 %

include with proposal submission.

Page 2 of 4					
HUB Subcontract	or Disclosu	re			
PART I: Continua	ation Sheet	(Duplicate as Ne	eded)		
HUB Subcontractor N	ame:				
HUB Status (Gender &	& Ethnicity):				
Certifying Agency:	☐ Tx. Bldg &	Procurement Comm.	☐ Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zîp	
Contact person:			Title:		
Phone (with area cod	e):		Fax (with	h area code):	
		2	Brown	ntage of Prime Contract:	%
Proposed Subcontrac		\$ e Performed:	Perce		
Description of Subcon	ntract Work to b	e Performed:			
Description of Subco	ntract Work to b	e Performed:	Perce		
Description of Subcon HUB Subcontractor N	ntract Work to b ame: & Ethnicity):	e Performed:			
Description of Subcon	ntract Work to b ame: & Ethnicity):	e Performed:			
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Description of Subcon HUB Subcontractor N HUB Status (Gender 8 Certifying Agency: Address:	ame:  Tx. Bldg &	e Performed:  Procurement Comm.  City	☐ Jefferson County  State  Title:	☐ Tx Unified Certification Prog.	
HUB Subcontractor N HUB Status (Gender 8 Certifying Agency: Address: Contact person:	ame:  Tx. Bldg &  Street	e Performed:  Procurement Comm.  City	☐ Jefferson County  State  Title:  Fax (wit	☐ Tx Unified Certification Prog.	

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on PART I.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Page 3 of 4				DELTA =
PART II: STATEMENT OF NON-				NG GOALS
Please complete Good Faith Effort (G				
Our firm was unable to meet the HUB	goals for this project fo	or the following rea	isons:	
All subcontractors to be u	tilized are "Non-HUBs."	(Complete Part III	)	
HUBs were solicited but d				
HUBs solicited were not co				
HUBs were unavailable for				
		77 Kr. 3. 4 J. 5.		
Was the Jefferson County HUB Office	e contacted for assistan	ce in locating HUB	s? Yes	No
PART III: DISCLOSURE OF OTH	ER "NON-HUB" SUE	CONTRACTS		
o the Purchasing Office not later than list of those "Non-HUB" Subcontrace election. Subcontractor Name:				
Subcontractor Name.				
Address: Street	City	State	Zip	
30000				
Contact person:		Title:		-
Phone (with area code):		Fax (with are	ea code):	
Proposed Subcontract Amount:	\$	Percentag	ge of Prime Contract:	%
Description of Subcontract Work to be P	erformed:			
Subcontractor Name:				
Address:	City	Chata	Zip	
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with ar	ea code):	
Proposed Subcontract Amount:	\$	Percentag	ge of Prime Contract:	%_
Description of Subcontract Work to be P	erformed:			
REQUIRED FORM  Proposer:  Please complete this form an include with proposal submis				

		rage	4 of 4	
Subcontractor Name:	-			
Address:			W 700	
Si	reet	City	State Zip	
Contact person:			Title:	
Phone (with area code)			Fax (with area code):	
Proposed Subcontract A	mount: \$		Percentage of Prime Contract: _	%
Description of Subcontr	act Work to be Performe	d:		
Subcontractor Name:				-
Address:				-
-	reet	City	State Zip	
Contact person:			Title:	
			a transaction of the state of	
Phone (with area code):	1 <u>2 </u>		Fax (with area code):	
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Proposer

Please complete this form and include with proposal submission.

#### RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Non-resident RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

	I certify that	[company name] is a Resident Respondent of Texas as defined
	in Government Code §2252.001.	
	Trinity Services Inc., dba	
<b>Y</b>	I certify that Trinity Corrections Services, Inc	[company name] is a Non-Resident Respondent as defined in
	Government Code §2252.001 and our pri	ncipal place of business is Oldsmar, FL
	(city and state).	

Taxpayer Identification Number (T.I.N.):		59-3026703		
Company Name subm	itting bid/proposal/response:	Trinity Services Inc., dba Trinity Corrections Services, Inc.		
Mailing address: 477 Commerce Blvd., Olds		smar, FL 34677		
If you are an individua	I, list the names and addresses	of any partnership of which you are a general partner:		

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

- \* This is the property amount identification number assigned by the Jefferson County Appraisal District.
- \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

#### **REQUIRED FORM**

Proposer:

Please complete this form and include with proposal submission.

#### **HOUSE BILL 89 VERIFICATION**

I,James M. Perry, the undersigned representative of (company or busin	ness
name) Trinity Services Group, Inc., dba Trinity Corrections Services, Inc. (hereto	
referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by undersigned notary, do hereby depose and verify under oath that the company named above, under provisions of Subtitle F, Title 10, Government Code Chapter 2270:	the
Does not boycott Israel currently; and	
2. Will not boycott Israel during the term of the contract.	
Pursuant to Section 2270.002, Texas Government Code:	
<ol> <li>"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Isr or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include action made ordinary business purposes; and</li> </ol>	ael,
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, journature, limited partnership, limited liability partnership, or an limited liability company, including a whowned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or busing association that exist to make a profit.	olly
Signature of Company Representative	
March 2, 2023	
Date	
On this 2nd day of Mord, 2023, personally appeared  Jamb Peny, the above-named person, who after by me be duly sworn, did swear and confirm that the above is true and correct.	ing
duly sworn, did swear and confirm that the above is true and correct.	
Notary Seal  Notary Signature  March 2, 2023	
March 2, 2023	
Date	

**REQUIRED FORM** 

Proposer:

Please complete this form and include with proposal submission.

HOLLY MARIE KARLESKINT Notary Public - Notary Seal STATE OF MISSOURI Commissioned for St. Louis County My Commission Expires 6/3/2026 Commission # 18241512

#### **SENATE BILL 252 CERTIFICATION**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Trinity Services Inc., dba Trinity Corrections Services, Inc.
Company Name
RFP 23-006/MR
IFB/RFP/RFQ number
Certification check performed by:
Mistry Relieve
Purchasing Representative
3-1/a/2023
Date

#### RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Trinity Services Group, Inc., dba	
Trinity Corrections Services, Inc.	
NAME OF BUSINESS	
BY:  SIGNATURE  BY:	Sworn to and subscribed before me this day of, 2023
James M. Perry, Senior Vice President, Sales	
NAME & TITLE, TYPED OR PRINTED	1/00/
477 Commerce Blvd.	- Holly Marie Kenleskur
MAILING ADDRESS	Notary Public $\theta$
Oldsmar, FL 34677	State of MS Sani
CITY, STATE, ZIP CODE	My Commission Expires: $\frac{6/3/26}{}$
(314) 968-8733	
TELEPHONE NUMBER	

HOLLY MARIE KARLESKINT
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis County
My Commission Expires 6/3/2026
Commission # 18241512

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

**OFFICE MAIN: (409) 835-8593** 

FAX: (409) 835-8456



## JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1<sup>st</sup> Floor, Beaumont, TX 77701

# LEGAL NOTICE Advertisement for Request for Proposal

January 31, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-006/MR), Inmate Food Service for Jefferson County Correctional Facility. **Specifications** for this project may be obtained from the Jefferson County website, <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Conference on Tuesday, February 7, 2023, at 2:00 pm CT in the Jefferson County Correctional Facility, located at 5030 Hwy 69 S, Beaumont, TX 77705.

PROPOSAL NAME: Inmate Food Service for Jefferson County Correctional Facility

PROPOSAL NUMBER: RFP 23-006/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, March 15, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or <a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this bid.

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deboran Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

**PUBLISH:** 

**Beaumont Enterprise & Port Arthur News:** February 1<sup>st</sup> & February 8<sup>th</sup>. 2023

The Examiner:

February 2, 2023

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#### PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

# REQUIRED FORM Proposer: Please complete this form and include with proposal submission.

#### THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

Cover sheet identifying the contract/project be the proposal, and the email address, telephone	eing proposed, the name and address of the Proposer, the date of the proposer, the date of the proposer.
☐ An acknowledgment and/or response to each	section of the proposal.
Form of business (e.g., corporation, sole princorporation.	oprietorship, partnership); if corporation the date and state of
	e Proposer is providing or has provided Inmate Food Service of the and telephone number of a contact person at each entity.
Completed and Signed FORM 1295.	
Copy of Certificate of Insurance (COI). The insurance coverage.	COI at a minimum should reflect your firm/company's general
the Proposer and/or its principal/officers for the actions or warnings taken or issued by any federal control of the control of the proposer and the principal of the proposer and principal of the proposer and principal of the proposer and principal of the proposer and principal of the proposer and principal of the proposer and principal of the proposer and principal of the proposer and principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principal of the principa	tracts terminated or lawsuits filed, threatened, or pending against last three (3) years, as well as identification of any administrative eral, state, or local governmental agency to Proposer and/or its the same or similar service as covered by this RFP, or the payment lating to such services.
One (1) Original and five (5) Response Copies	; with all copies to include a Completed Copy of this specifications
packet, <u>in its entirety</u> .	
Each Proposer shall ensure that required parts of the requirements within this specifications packet, inclu	e response are completed with accuracy and submitted as per the ding any addenda.
non-responsive.	d documentation will result in a response being declared as ubmittal Checklist" included in this package.
Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

#### **SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Food Service.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

#### 1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

#### 1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

#### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

#### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

#### 1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

#### 1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### 1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### 1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

#### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

#### 1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### 1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

#### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

#### 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <a href="https://www.sam.gov">https://www.sam.gov</a>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

#### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

#### FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

#### **INSTRUCTIONS**:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>WITH RFP PROPOSAL SUBMISSION</u>.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

#### FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

#### **FORM 1295 EXEMPTIONS:**

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

#### A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF					ORM 129
Complete Nos. 1 - 4 and Complete Nos. 1, 2, 3, 5,			es.		E USE ONLY
Name of business entity filing entity's place of business. **YOUR FIRM NAME	Colo Mariana de la Calanta	ite and country of th	e business		JSFile
Name of governmental entity which the form is being filed.  **JEFFERSON COUN		s a party to the conf	ract for	+	72,
Provide the identification nur and provide a description of t **BID/CONTRACT/PO	NUMBER GOES	HERE**	*O	ck of ider	itify the contract act.
To the state of	City	State Country	Nature	of Interest	(check applicable
Name of Interested Party	(plac	state, Country se of business)	S Contr		Intermediary
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	100				
Check only if there	Interested Party.		CONTE	CHECK ROLLING MEDIAR	
UNSWORN DECIMATION VE	endor is to complete		Declaration  y date of birth is		
W	street) at the foregoing is true and	(ci	ty) (state)	(zip code	(country)
Executed in	County, State of	, on the	day of(month	, 20	ear)
	-	Signature of audi	orized agent of cont	racting busin	ess entity

Form provided by Texas Ethics Commission

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

#### 1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### 1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

#### 1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

#### 1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

#### 1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

#### 1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

#### 1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

#### 1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### 1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

#### 1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

#### 1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

#### 1.26 INSPECTIONS

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

#### 1.27 TESTING

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

#### 1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

#### **1.29 TAXES**

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

#### 1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

#### 1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility

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warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

#### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim—that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject—to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

#### 1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

#### 1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

#### 1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an Insurer licensed to conduct business in the State of Texas.

#### **Minimum Insurance Requirements:**

Public, Liability, including Products & Completed Operations \$1,000,000 Excess Liability \$1,000,000

#### Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** 

Statutory Coverage (See Section 1.36 Below)

#### 1.36 WORKERS' COMPENSATION INSURANCE

#### 1.36.1 **Definitions:**

- 1.36.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.36.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 1.35 above.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
  - 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
    - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
    - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
    - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs  $\underline{1.36.1.} \underline{1.36.7}$ , with the certificates of coverage to be provided to the person for whom they are providing services.
    - 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
    - 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

# SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200 (REVISED JUNE 2022)

#### **REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) <u>Contractor must complete enclosed certification</u>

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

# DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

## 1. Minimum wages.

All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd(forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
    - i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees.

- Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## 5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

### 7. Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## 8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

### 9. Breach.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## 10. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 11. Certification of eligibility.

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

# RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

- (a) Definitions
  - (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*).
  - (2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240I (d)) must also occur during the period of contract performance.
  - (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
  - (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
  - (5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
  - (6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

## (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- (c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor
  - (1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
  - (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
  - (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.
- (d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to Contractor and Protection of the Contractor Right to File
  - (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to

- which the invention pertains.
- (2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) Contractor Action to Protect the Government's Interest
  - (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
    - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
    - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
  - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (3) The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
  - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

## (g) Subcontracts

- (1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided,

however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

## (h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

# (i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

### (j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to

practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Commu	

Any communications to be given hereunder by eith	ner party to the other shall be deemed to be duly given if set
forth in writing and personally delivered or sent h	by mail, registered or certified, postage prepaid with return
receipt requested, as follows:	
· · · · · · · · · · · · · · · · · · ·	

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

## **CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### DEBARMENT AND SUSPENSION Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00.) Contractor must complete enclosed certification

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

# PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/.

- The list of EPA-designate items is available at <a href="http://www.epa.gov/cpg/products.htm">http://www.epa.gov/cpg/products.htm</a>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

# NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

# **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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The Contractor of each statement of its cortification an	certifies or affirms the truthfulness and ad disclosure, if any. In addition, the Contractor understands and
•	administrative Remedies for False Claims and Statements, apply to
Signature of Contractor's Authorized Official	-
Name and Title of Contractor's Authorized Official	-
Date	-

# **REQUIRED FORM**

Proposer:

# **DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor	certifies or affirms by your signature that neither you nor
your principal is presently debarred, suspended, propo	osed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any federal de	partment or agency.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

**REQUIRED FORM** 

**Proposer:** 

## 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

The following requirements and instructions **supersede** General Requirements where applicable.

# 3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and Five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address: Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

# All submissions must be received by 11:00 am CT, Wednesday, March 15, 2023

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark at 409-835-8593 or email at: <a href="deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

# **Courthouse Security:**

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

## **COUNTY HOLIDAYS (2023):**

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

# **Submissions During Time of Inclement Weather, Disaster, or Emergency:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 3.2 PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference on Tuesday, February 7, 2023, at 2:00 PM CT, at the Jefferson County Correctional Facility located at 5030 Hwy 69 S, Beaumont, TX 77705.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

# 3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, March 8, 2023.

# 3.4 TENTATIVE SCHEDULE OF EVENTS

January 31, 2023	Issuance of Request for Proposal
February 7, 2023	Pre-Proposal Conference
March 15, 2023	Deadline Submission (late proposals will not be considered)
March 17, 2023	Proposals distributed to Evaluation Committee
March 24, 2023	<b>Evaluation Committee Convenes to Tabulate Scoring and Determines Short List</b>
March 29, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
April 11, 2023	Recommendation for Award

# Please note:

The above schedule of events is tentative in nature. Dates listed are subject to change.

## 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 47)
- G. Copy of RFP Specifications and any Addenda in their entirety.
   (Note: All forms should be completed, and any information requested should be inserted/included)

### 4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

# 4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

### 4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disgualification of the proposal.

## 4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

## 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide Inmate Food Service for Jefferson County Correctional Facility.

## **Objective:**

The Jefferson County Correctional Facility requests proposals for the operation of corrections food services. This is a Request for Proposal (RFP) from qualified food service companies (hereinafter referred to as Contractor) and not an offer nor an order by the Correctional Facility.

# **Scope of Services:**

The Contractor shall provide all labor, supplies and food to provide complete food service to inmates and staff. Inmate labor will be provided by the Jefferson County Correctional Facility to assist in the preparation and service meals as well as cleaning of the kitchen and dining hall areas.

The Correctional Facility currently houses both male and female prisoners. The average daily population for 2022 is listed below. The population fluctuates daily and will continue to do so throughout the life of the contract. The Correctional Facility has 260 employees when fully staffed. The Correctional Facility guarantees no population, either inmate or staff, at any given time.

The Correctional Facility kitchen is equipped to provide adequate support for preparing approximately 3,500 meals per day and 270 staff meals per day. Meals are provided to all Correctional Facility inmates and LaSalle Facility inmates and staff three times per day. Inmate meals are served at 5:00 am, 11:00 am and 5:30 pm. The officer dining room is open for two hour periods at 12:30 am, 11:00 am and 4:15 pm. Serving trays used to serve inmate meals in the cell areas as well as the dining halls. Serving trays will be prepared for the LaSalle Facility and Jefferson County Staff will transport the meals to the LaSalle Facility.

## **Average Daily Population for 2022**

Month	Correctional Facility Average Population	LaSalle Facility Average Population
January	841	305
February	793	317
March	805	317
April	855	314
May	873	319
June	906	311
July	896	292
August	911	275
September	853	284
October	950	314
November	912	314
December	816	308

### **Inmate Meal Standards**

The Contractor must comply will all rules of the Texas Commission on Jail Standards regarding food service. This includes menus approved by a licensed dietician allowing for basic nutrition for meals and following physician prescribed diets for inmates. A licensed dietician shall approve all menus prior to service and annually thereafter unless there is a significant change in the menu that will need new approval. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference intakes for adult males as established by the National Academy of Sciences. Inmates shall be served 3 meals a day, 365 days a year.

The Contractor must submit a 2 week cycle menu and a 4 week cycle menu for consideration.

- 1. All menu items must be listed by weight or volume (cup, ounce, etc.)
- 2. Meal portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion.
- 3. Appropriate condiments to be served must be include on the written menu.
- 4. Menus must provide and average of 2000 calories per day.
- 5. A variety of food flavors, textures, temperatures and appearances shall be used.

Medical Diets: There are currently 91 inmates receiving medical diet meals (diabetic, double portion, low sodium, food allergies).

Special Diets. There are currently 30 inmates receiving vegetarian/religious trays or trays that accommodate food allergies. (Kosher, Religious Holidays, Ramadan, Vegetarian)

Sack Meals: Sack meals are prepared for inmates that are out of the facility for court appearances, on work release, are in transit to another facility, or any other type of temporary release. Sack meals shall meet the minimum USDA daily caloric allowances for the portion of the daily meal consumed as a sack lunch. There are approximately 20-25 sack meals per meal at this time.

Snacks: Diabetic snacks must be provided for diabetic inmates at the Correctional Facility. There are currently 46 inmates receiving diabetic snacks.

Special Meals: The Contractor will provide special meals to the inmates on Thanksgiving and Christmas. Any other special meals will be mutually agreed upon by the Contract and Jefferson County.

# **Staff/Visitor Meals**

Staff and visitors meals shall be served 3 times a day, 365 days a year. Meals shall be served using disposable wares.

The Contractor must submit a 2 week cycle menu and a 4 week cycle menu for consideration.

Each meal shall include:

- 1. One hot entrée and one cold entrée
- 2. Two (2) side options to choose from
- 3. A salad bar
- 4. A dessert
- 5. Fountain drinks, coffee and water

Continuous coffee services shall be provided for staff and visitors 24 hours a day, 365 days a year.

Staff should be offered an ala carte menu for their own purchase. Please submit an ala carte menu. Ala carte items are not available now.

Jefferson County is also interested in a Point of Sale system for staff and visitors to utilize for ala carte purchases. This system would need to be web based and allow for prepaid account balances. Please submit information on a Point of Sale system if available from your company. This is not a requirement.

# **Equipment/Supplies**

Jefferson County Correctional Facility will provide all equipment to prepare meals, trays for meal service, equipment to maintain the sanitation of the kitchen.

The Contractor shall provide all disposable wares to prepare and serve meals.

## Terms:

The contract will be for a term of one (1) year from the date of the executed contract with an option to renew for four (4) additional one (1) year terms.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in the local Consumer Price Index involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

## **Cost Submittal Rates:**

The cost per meal rate should include all costs required to prepare and serve meals as indicated in the Scope of Services of this Request for Proposal. The meal rate for the last food service contract was \$0.845 per meal in 2017.

## Requirements:

The Contractor must have five (5) years of previous correctional feeding experience.

The Contractor must have the ability to start-up operations within 30 days from the date of the award of the contract.

### 6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

## 6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

- 1. Inmate food service.
- 2. Staff/Visitor food service.

## 6.4 LAWS AND REGULATIONS

The Inmate Food Service Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

## 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 47** of these specifications in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 47** of these specifications, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

## 7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

### 7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee <u>and</u> Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

## 7.5 PROPOSAL EVALUATION CRITERIA:

# a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

### b. **IMPLEMENTATION PLAN – 25%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

## c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

## d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

### e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

# **COST PROPOSAL FORM**

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Per Inmate Meal, per specifications		\$
Per Sack Lunch Meal, per specifications		\$
Per Snack, per specifications		\$
Per Staff/Visitor Meal, per specifications		\$
Name of Proposer:		
Signature:		
Title:		

# **REQUIRED FORM**

Proposer:

## **NON-DISCLOSURE AGREEMENT**

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

- 1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
- 2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
- 3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
- 4. The Information may not be copied or reproduced without the County's written consent.
- 5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
- 6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
- 7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
- 8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

# **RESPONDENT INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

KFP Number &	<b>Name:</b> (RFP 23-006/MR) Inmate Food	Service for Jefferson County Correctional Facil
Proposer's Con	npany/Business Name:	
Proposer's TAX	( ID Number:	
If Applicable:	HUB Vendor No.	DBE Vendor No
Contact Person	ı:	Title:
Phone Number	(with area code):	
Alternate Phon	e Number if available (with area code	):
Fax Number (w	rith area code):	
Email Address:		
Mailing Addres	ss (Please provide a <u>physical address fo</u>	or bid bond return, if applicable):
Address		
City, State, Zip	Code	

**REQUIRED FORM** 

Proposer:

# **VENDOR REFERENCES FORM**

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

<u>Proposer:</u> Please complete this form and include with proposal submission.

REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	_
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	· · · · · · · · · · · · · · · · · · ·
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	

# **SIGNATURE PAGE**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.
Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?
This Proposal/RFP Response shall remain in effect for <b>90 days</b> from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).
The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.
The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**REQUIRED FORM** 

Proposer:

## **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official (Please Print)
Date

**REQUIRED FORM** 

Proposer:

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# Approved by OMB 0348-0046

**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action:  a. contract  b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		offer/application I award	Report Type:  a. initial filing  b. material change	
Name and Address of Reporting E Prime Sub-awardo Tier, if	ee	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:		
Congressional District, if known	wn:	Congression	onal District, if known:	
Federal Department/Agency:		7. Federal Program Name/Description:  CFDA Number, if applicable:		
Federal Action Number, if known:		9. Award Amount, if known: \$		
10. a. Name and Address of Lobby (if individual, last name, first name				
11. Information requested through thi authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a representation of fact upon which reliably the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be recongress semi-annually and will be an inspection. Any person who fails to fill disclosure shall be subject to a civil p than \$10,000 and not more than \$100,000 failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public e the required enalty of not less	Signature: Print Name:  Title:  Telephone No.:		
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)	

### **REQUIRED FORM**

**Proposer:** 

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a):</u> "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIC
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts	Date Received
hat require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)  Name of local government officer about whom the information in this section is being discl	inally filed questionnaire was
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer vemployment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	ment Code. Attach additional
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local Yes.	
C. Is the filer of this questionnaire employed by a corporation or other business entity wi government officer serves as an officer or director, or holds an ownership interest of one percentage.	
Yes No	
D. Describe each employment or business and family relationship with the local government	officer named in this section.

Adopted 8/7/2015

### **REQUIRED FORM**

### **Proposer:**

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERNI	MENT OFFICER	FORM CIS
1	CONFLICTS DISC	LOSURE STATEMENT	
T	his questionnaire reflects chang	ges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
g		opriate local governmental entity that the following local e aware of facts that require the officer to file this statement 5, Local Government Code.	Date Received
J	Name of Local Government	Officer	
2]	Office Held		
1	Name of vendor described	by Sections 176.001(7) and 176.003(a), Local Government	Code
	Description of the nature a	nd extent of employment or other business relationship wi	th vendor named in item 3
5]		ocal government officer and any family member, if aggreg 3 exceeds \$100 during the 12-month period described by	
		Description of Gift	
		Description of Gift	
	Date ant/1000ptou	(attach additional forms as necessary)	
]	AFFIDAVIT	I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defined and applied to each family member (as defined applied to each family member	ned by Section 176.001(2), Local acknowledge that this statement
		Signature of Local	Government Officer
	AFFIX NOTARY STAMP / SE	AL ABOVE	
	Sworn to and subscribed before r	ne, by the said	this the day
	of, 20	, to certify which, witness my hand and seal of office.	

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

#### **GOOD FAITH EFFORT (GFE)**

#### **Determination Checklist**

#### This information must be submitted with your proposal.

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

		Dic	d the Prime Contractor,	/Consulta	ant
Yes	☐ No	1.	·	ork into	nsistent with standard and prudent industry standards, the smallest feasible portions, to allow for maximum on?
Yes	No	2.	-		number of HUBs, allowing sufficient time for effective ork to be subcontracted?
Yes	☐ No	3.	information regarding	the proj	nely interested in bidding on a subcontractor, adequate ject (i.e., plans, specifications, scope of work, bonding s, and a point of contract within the Prime ization)?
Yes	☐ No	4.	<b>Negotiate</b> in good fai qualify as lowest and i		interested HUBs, and not reject bids from HUBs that ve bidders?
Yes	No	5.	<b>Document</b> reasons HU reason for rejection, p		rejected? Was a written rejection notice, including the to the rejected HUBs?
Yes	☐ No	6.	If Prime Contractor/C reasons why.	onsultan	t has zero (0) HUB participation, please explain the
If "N			•		ny pertinent documentation with your proposal. eet to answer the above questions.
Printed	Name of A	utho	orized Representative	. –	Signature
		Titl	le	· <del>-</del>	Date
REQUIR Propos	RED FORM er:				
Please	complete		form and		
include	with prop	oosa	l submission.		

#### Notice of Intent (NOI) to Subcontract with

#### **Historically Underutilized Business (HUB)**

	This infe	ormation must	be submitted with	your proposal.		
Proposer inter Yes No	nds to utilize subcontr o	actors/sub-cor	nsultants in the fu	lfillment of this c	ontract (if awarded	1).
below may be	r <b>Prime Contractor/Co</b> submitted after contra ach HUB Subcontracto	ict award, but p	orior to beginning	performance on t	the contract. Please	submit
Contractor Nam	e:				HUB: p Yes p No	
Address:						
	Street	City	State	Zip		
Phone (with are	a code):		Fax (wi	th area code):		
Project Title & N	lo.:					
Prime Contract	Amount: \$					
HUB Subcontrac	ctor Name:					
HUB Status (Ger	nder & Ethnicity):					
Certifying Agency	: ☐ Tx. Bldg & Procu	rement Comm.	☐ Jefferson County	☐ Tx Unified Certifi	cation Prog.	
Address:	Street	City	State	Zip		
DI / ''I		,	_ , .	•		
Phone (with are	· <u></u>		<u> </u>			
Proposed Subco	ntract Amount: \$		Perc	entage of Prime Conf	tract:	<u>%</u>
Description of S	ubcontract Work to be Per	formed:				
Printed Name o	f Contractor Representative		Signature of Represent	tative	Date	
Print	red Name of HUB		Signature of Represent	tative	Date	

 $Note:\ Nothing\ on\ this\ Notice\ of\ Intent\ Form\ is\ intended\ to\ confer\ any\ rights,\ expressed\ or\ implied,\ to\ any\ third\ parties.$ 

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

#### **REQUIRED FORM**

**Proposer:** 

#### Page 1 of 4

Proposer intend Yes No	s to utilize subc	ontractors/	sub-consult/	ants in the fu	Ilfillment of thi	s contract (if av	varded).
Prime Contractor:						HUB:	☐ No
HUB Status (Gend	er & Ethnicity):						
Address:							
	Street		City	State	Zip		
Phone (with area	code):			Fax (w	ith area code):		
Project Title & No.	:				IFB/RFP No.:		
Total Contract:	\$			Total HUB S	Subcontract(s):	\$	
	Goals: 12.8% MBE	::		%_	12.6% WBE:		%
OR HUB OFFICE USE	Sub-goals: 1.7 Af  ONLY:  B Program Office revi	Use	e these goals a	s a guide to dive			
OR HUB OFFICE USE  Verification date HU  PART I. HUB S	ONLY:  B Program Office revi  UCONTRACTO	ewed and verifi	e these goals a sied HUB Sub info	s a guide to dive	rsify.  Date:		
PART I. HUB S HUB Subcontracto	ONLY: B Program Office revi  UCONTRACTO  Ir Name:	ewed and verifi	e these goals a sied HUB Sub info	s a guide to dive	rsify.  Date:		
PART I. HUB S HUB Subcontracto	ONLY:  B Program Office revi  UCONTRACTO  Ir Name:  er & Ethnicity):	ewed and verifi	e these goals a	s a guide to dive	Date:	Initials:	
PART I. HUB S HUB Subcontracto	ONLY:  B Program Office revi  UCONTRACTO  Ir Name:  er & Ethnicity):	ewed and verifi	e these goals a	s a guide to dive	rsify.  Date:	Initials:	
PART I. HUB S HUB Subcontracto	ONLY:  B Program Office revi  UCONTRACTO  Ir Name:  er & Ethnicity):	ewed and verifi	e these goals a	ormation  Texas Unified	Tate:Certification Prog	Initials:	
PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address:	ONLY:  B Program Office revi  UCONTRACTO  Ir Name:  er & Ethnicity):  Texas Bldg	ewed and verifi	e these goals a	ormation  Texas Unified	Certification Prog	Initials:	
PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address:  Contact person:	ONLY:  B Program Office revi  UCONTRACTO  IT Name:  Texas Bldg  Street	ewed and verifi OR DISCLOS	e these goals a died HUB Sub info	Texas Unified  State  Title	Certification Prog	Initials:	
PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address:	ONLY:  B Program Office revi  UCONTRACTO  Ir Name:  Texas Bldg  Street  Code):	ewed and verifi OR DISCLOS	e these goals a	Texas Unified  State  Title	Certification Prog	Initials: _	

### **REQUIRED FORM**

**Proposer:** 

Page 2 of 4				
HUB Subcontractor Disclo PART I: Continuation She		eded)		
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency:	g & Procurement Comm.	☐ Jefferson County	Tx Unified Certification Prog.	
Address:				
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with	n area code):	
Proposed Subcontract Amount:	\$	Percer	ntage of Prime Contract:	%
Description of Subcontract Work	ta ha Darfarmadi			
Description of Subcontract Work				
LILID Cub contractor Names				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency:	g & Procurement Comm.	☐ Jefferson County	Tx Unified Certification Prog.	
Address:				
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with	n area code):	
Proposed Subcontract Amount:			ntage of Prime Contract:	
Description of Subcontract Work	to he Performed:			
Description of Subcontract Work				

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on PART I.

**REQUIRED FORM** 

**Proposer:** 

Page 3 of 4 PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation. Our firm was unable to meet the HUB goals for this project for the following reasons: All subcontractors to be utilized are "Non-HUBs." (Complete Part III) HUBs were solicited but did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): Other: Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes □No PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection. Subcontractor Name: Address: City Street State Contact person: Title: Fax (with area code): Phone (with area code): Percentage of Prime Contract: Proposed Subcontract Amount: Description of Subcontract Work to be Performed: Subcontractor Name: Address: Street Citv State Zip Title: \_\_\_ Contact person: Fax (with area code): \_\_\_\_\_ Phone (with area code): Percentage of Prime Contract: **Proposed Subcontract Amount:** \$ Description of Subcontract Work to be Performed: **REQUIRED FORM Proposer:** 

	Page	4 of 4	
Address: Street	City	State Zip	
Contact person:		Title:	
· · · · · · · · · · · · · · · · · · ·			
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Per	formed:		
Address: Street	City	State Zip	
Contact person:		Title:	
-			
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Per	formed:		
attached any necessary support documenta may result in my not receiving a contract aw	<b>ition as required</b> . I fully		
Signature:			
Date:			
E-mail address:			
Contact person that will be in charge of Name (print or type):	invoicing for this pro		
Title:			
Date:			
E-mail address:			
REQUIRED FORM			

Proposer:

#### **RESIDENCE CERTIFICATION/TAX FORM**

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

	(3) "Non-resident RFP Respondent" refers to a person who is not a resident.					
	(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.					
			Code §2252.001		company name] is a Resident Respondent of Texas as defined	
	Gove		ode §2252.001 a		[company name] is a Non-Resident Respondent as defined in cipal place of business is	
Tax	payer l	dentificatio	n Number (T.I.N.):			
Con	npany I	Name subm	itting bid/proposa	l/response:		
Mai	ling ad	dress:				
If yo	ou are a	an individua	ll, list the names a	nd addresses	of any partnership of which you are a general partner:	
Prop	erty:	List all taxa	able property ow	ned by you	or above partnerships in Jefferson County.	
Jeff	fferson County Tax Acct. No.* Property add		Property ad	dress or location**		

#### **REQUIRED FORM**

Proposer:

<sup>\*</sup> This is the property amount identification number assigned by the Jefferson County Appraisal District.

<sup>\*\*</sup> For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

#### **HOUSE BILL 89 VERIFICATION**

l,name)	, the	undersigned	representative	of (compar	ny or business (heretofore
referred to as company) being a undersigned notary, do hereby provisions of Subtitle F, Title 10,	depose and	verify under o	ath that the con	-	duly sworn by the
Does not boycott Israel curre	ently; and				
2. Will not boycott Israel during	the term of th	ne contract.			
Pursuant to Section 2270.002, 1	Гехаs Governn	nent Code:			
1. "Boycott Israel" means refu action that is intended to penaliz or with a person or entity doing action made ordinary business p	ze, inflict econo g business in Is	omic harm on, o	r limit commercia	ıl relations spec	cifically with Israel,
2. "Company" means a for-proventure, limited partnership, limited partnership, limited subsidiary, majority-owned subsidiary, majority-ownessociation that exist to make a	mited liability vned subsidiar	partnership, or	an limited liabil	ity company, i	including a wholly
Signature of Company Represer	itative				
Date					
On this day of	, 20	, persona	ly appeared		
			•	erson, who a	fter by me being
duly sworn, did swear and co	nfirm that the	e above is true	and correct.		
Notary Seal					
Notary Scar	Notary Signa	iture			-
	Date				
REQUIRED FORM Proposer: Please complete this form a include with proposal subn					

(RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility

#### **SENATE BILL 252 CERTIFICATION**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name	
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Data	

#### **RESPONDENT'S AFFIDAVIT**

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS	
BY:	Sworn to and subscribed before me thisday of
SIGNATURE	, 2023
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	Notary Public
	State of
CITY, STATE, ZIP CODE	My Commission Expires:
( )	
TELEPHONE NUMBER	

**REQUIRED FORM** 

Proposer:

#### SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT SLFRF FUNDS

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and \_\_Jefferson County Water Control Improvement District 10 \_\_\_ (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as Exhibit A, the County has determined that the Subrecipient's Project in Exhibit A is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$\_\_6,000,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

#### 1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

#### 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

#### 3. PAYMENTS

- A. Reimbursement Payment. The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. Advance Payment. The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. Withholding or Cancellation of Funds. The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. Where Payments Are Made. Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. Recoupment. The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

# 4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements*. Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. Reporting Requirements. The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B.** Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### 6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### 7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency:
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

#### 8. TERMINATION

- A. *Termination for Cause*. The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  - 1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  - 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  - 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. Termination for Withdrawal, Reduction, or Limitation of Funding. In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

#### 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

#### 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

#### 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas Judge Jeff Branick – County Judge 1149 Pearl 4th Floor Beaumont, TX 77701 Jefferson County Water Control Improvement District 10 Thomas McDonald, District Manager 3707 Central Blvd. Nederland, TX 77627

jeff.branick@jeffcotx.us

tmcdonald@jcwcid 10.com

#### 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

#### 13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

#### 14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

#### 15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

#### 16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

#### 17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

#### 18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

#### 19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

#### 20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

#### 21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

Jeff Branick
County Judge
Jefferson County, Texas

יחרים ימעומעות ג

Roxanne Acosta-Hellberg

County Clerk

Jefferson County, Texas

90612023

Date

SUBRECIPIENT

Thomas McDonald,

District Manager

Jefferson County Water Control Improvement District 10, Texas

Date

Candace Plessala

Office Manager

Jefferson County Water Control Improvement District 10, Texas

5-240

Date

### **EXHIBIT A**

### Subrecipient Project Information and Approved Work

Subrecipient Entity Name	Subrecipient Mailing Address
Jefferson County Water Control Improvement District 10	3707 Central Blvd. Nederland, TX 77627
Subrecipient Primary Contact	Subvasiniant Secondary Control
Name: Thomas McDonald	Subrecipient Secondary Contact Name: Candace Plessala
Title: District Manager	Title: Office Manager
Email: tmcdonald@jcwcid 10.com	Email: cplessala@jcwcid10.com
Phone #: (409) 722-6922 / (409) 540-6684	Phone #: (409) 722-6922
111010 11. (103) 122 03227 (103) 310 0001	1 110110 11. (407) 122-0722
Subrecipient Unique Entity Identifier	SLFRF Subaward Amount
118529177	\$ 6,000,000.00
Project Name	Project Physical Address
Wastewater Treatment Plant Improvements	3707 Central Blvd.
Waste water Treatment I talk improvements	Nederland, TX 77627
Project Description	
Re-route WWTP effluent force main to the Neches l	River. Includes a triplex pump station with emergency
backup power, concrete disinfection basin, concrete	
miscellaneous improvements.	
Project Goals / Intended Outcomes	
Reduce TPDES Permit Exceedances/enforcement ac	ction from State Agencies and TCEQ fines.
Approved Activities / Scope of Work	
Design and Engineering - including bid documents a	and specifications
2. Project Management, Monitoring and Inspection	
3. Permitting	
4. General Construction Contract	
5.	
6.	
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1/	
Jefferson County Approval & Date	Subrecipient Signature & Date
	( Namey MX) (///5/24/23

# EXHIBIT B SLFRF REPORTING REQUIREMENTS

#### A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B.** Important Concepts

#### Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

#### Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

#### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

#### Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients must be registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

#### D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

### **EXHIBIT A**

# Subrecipient Project Information and Approved Work

Amendment No. 1

Subrecipient Entity Name  Jefferson County Water Control Improvement	Subrecipient Mailing Address
JEHEISOH COUHLY WALEI COHLIGH HIIDIOYCHICHL	3707 Central Blvd.
District 10	Nederland, TX 77627
Subrecipient Primary Contact	Subrecipient Secondary Contact
Name: Thomas McDonald	Name: Candace Plessala
Title: District Manager	Title: Office Manager
Email: tmcdonald@jcwcid 10.com	Email: cplessala@jcwcid10.com
Phone #: (409) 722-6922 / (409) 540-6684	Phone #: (409) 722-6922
Subrecipient Unique Entity Identifier	SLFRF Subaward Amount
118529177	\$ 6,000,000.00
Project Name	Project Physical Address
Wastewater Treatment Plant Improvements	3707 Central Blvd.
1	Nederland, TX 77627
Project Description	
	River. Includes a triplex pump station with emergency
Re-route WWTP effluent force main to the Neches I	River. Includes a triplex pump station with emergency dechlorination basin, electrical controls, and other
Re-route WWTP effluent force main to the Neches I backup power, concrete disinfection basin, concrete	River. Includes a triplex pump station with emergency dechlorination basin, electrical controls, and other
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Re-route WWTP effluent force main to the Neches I backup power, concrete disinfection basin, concrete miscellaneous improvements.	River. Includes a triplex pump station with emergency dechlorination basin, electrical controls, and other
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Re-route WWTP effluent force main to the Neches Ebackup power, concrete disinfection basin, concrete miscellaneous improvements.  Project Goals / Intended Outcomes  Reduce TPDES Permit Exceedances/enforcement ac	dechlorination basin, electrical controls, and other etion from State Agencies and TCEQ fines.
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Re-route WWTP effluent force main to the Neches Ebackup power, concrete disinfection basin, concrete miscellaneous improvements.  Project Goals / Intended Outcomes  Reduce TPDES Permit Exceedances/enforcement ac  Approved Activities / Scope of Work  1. Survey, Design and Engineering - (Including construction plant)  2. Project Management, Bidding, Construction Engineering, and  3. Permitting Fees	dechlorination basin, electrical controls, and other ction from State Agencies and TCEQ fines.
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backup power, concrete disinfection basin, concrete miscellaneous improvements.  Project Goals / Intended Outcomes  Reduce TPDES Permit Exceedances/enforcement ac  Approved Activities / Scope of Work  1. Survey, Design and Engineering - (Including construction plan  2. Project Management, Bidding, Construction Engineering, and  3. Permitting Fees  4. Easement Fee(s)  5. General Construction Contract  6.	dechlorination basin, electrical controls, and other ction from State Agencies and TCEQ fines.

## EXHIBIT A

# Subrecipient Project Information and Approved Work

Amendment No. 1

Subrecipient Entity Name	Subrecipient Mailing Address
Jefferson County Water Control Improvement District 10	3707 Central Blvd. Nederland, TX 77627
Subrecipient Primary Contact	Subrecipient Secondary Contact
Name: Thomas McDonald	Name: Candace Plessala
Title: District Manager	Title: Office Manager
Email: tmcdonald@jcwcid 10.com	Email: cplessala@jcwcid10.com
Phone #: (409) 722-6922 / (409) 540-6684	Phone #: (409) 722-6922
Subrecipient Unique Entity Identifier	SLFRF Subaward Amount
118529177	\$ 6,000,000.00
Project Name	Project Physical Address
Wastewater Treatment Plant Improvements	3707 Central Blvd.
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Project Description	
Re-route WWTP effluent force main to the Neches Riv	ver. Includes a triplex pump station with emergency
backup power, concrete disinfection basin, concrete de	
miscellaneous improvements.	
Project Goals / Intended Outcomes	
Reduce TPDES Permit Exceedances/enforcement action	on from State Agencies and TCEO fines.
Approved Activities / Scope of Work	
1. Survey, Design and Engineering - (Including construction plans,	contract documents, & technical specifications)
2. Project Management, Bidding, Construction Engineering, and Co	onstruction Inspection
3, Permitting Fees	
4. Easement Fee(s)	
5. General Construction Contract	
6.	
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9.	
10.	
Jefferson County Approval & Date	Subrecipient Signature & Date
	1/20 / / / /
( Locutte D. Olf 5/30/23 C	nancy 1/1 / 5/31/23



April 28, 2023

Malling Address: PO Box 20658

Beaumont, TX 77720-0658

**(409)** 842-8293 **心** [409] 842-2274 🛕 ply@pfg-usa.com 🕏 plg-usa.com

Job Order Contracting

Co-Ob Purchasina Agreements

Indelinite Delivery, Indefinite Quantity - IDIQ

Multiple Award Construction Contracts -MACC

Task Order Confracts THE

Construction Management - Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Deb Clark

Jefferson County

1149 Pearl

Beaumont, TX 77701

Project:

"Annex II Roof Replacement"

Subject:

"Proposal"

Dear Ms. Clark.

We are pleased to submit our Rough Order of Magnitude proposal utilizing our 581-19 Buy Board Texas Contract based on local CCI and coefficient of .89.

#### Proposal Recap:

- Tear off all existing Roofing materials down to the ¾" shiplap decking.
- Remove all rotten decking with ¾" treated plywood and bolt to the roof joists same as existing roof. This step will be involced based on time and materials.
- Mechanically faster 4.2" ISO board with 2 layers of ISO board (1 layer of 2" and I layer of 2.2") according to Carlisle fastening patterns and according to TDI requirements.
- Install 1/2" densdeck or equivalent and mechanically fasten according to Carlisle installation specifications.
- Fully adhere .060 mil. White Carlisle Sure-Weld TPO as per manufacturers specifications using either Carlisle Bonding adhesive or Carlisle Flexible Dash 2-part adhesive.
- Heat weld field seams with Leister Robot welder as recommended.
- Install wind cleats and coping cap on top of all parapet walls. (If necessary) Most of the coping cap will be re-used.
- Fully adhere 60 mil Versi-weld TPO through the parapet wall into the existing gutters.
- Fully adhere new TPO over all vertical surfaces up to and under existing coping and flashing.
- Apply water-block under the TPO on vertical surfaces under where the termination bar will be installed.
- Install new TPO pipe flashings where needed.
- Replace old roof vents and access panel door.
- Replacement of rotten roof decking will be charged at \$140 per sheet for ¾" treated plywood mechanically fastened to the roof trusses with X'' galvanized nuts and bolts. (Change order and we will provide pictures and measurements of each area)
- Debris removal and site clean-up will be a daily part of the lob.
- 20-year NDL warranty is thru Carlisle

Proposal Cost

\$259,089.98

Band

6,477.24

Total Cost

\$ 265,567,22

Assembly





Mailing Address: PO Box 20658 Beaumont, TX 77720-0658

**ଔ** (409) 842-8293 **ኞ** (409) 842-2274 **ጵ** pfg@pfg-usa.com **©** pfg-usa.com

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery; Indefinite Quantity - IDIQ

Multiple Award Construction Contracts -MACC

Task Order Contracts TOC

Construction Manägernent – Agent or At-Risk

Design Bulld

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

We estimate approximately **forty-five (45)** working days to complete uponmaterial delivery. (2-4 Weeks) We explicitly exclude all liquidated damages for this project due to the volitivity of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scape is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Respectfully submitted,

Preferred Facilities Group - USA

Michael Waidley Division Manager

CC: PFG/file 23-0033













ROOFING SYSTEMS "The Leader in Green Commercial Roofing Technology"

Duro-Lasta Roof Systems – TPO Roofing Systems – High Performance Rubber and Silicone Roof Coatings --Thermal Imaging
Commercial · Industrial

#### Proposal/Contract Agreement MCI #0223-5288



January 4, 2023

February 8, 2023

Jefferson County 1149 Pearl St. Beaumont, TX 77701

Attn: Greg Keller

Subject: New roof @ Jefferson County Public Health Department, 1295 Pearl, Beaumont, Texas 77701

System Type: TPO mechanically fastened, 60mil single ply white membrane roofing system

#### Proposal:

Monument Constructors, Inc. ("MCI" or "seller") hereby propose to furnish to Jefferson County("buyer" or "customer") the necessary labor, material, equipment, insurance and supervision to install approximately 17,500 sf. of TPO roof system over above listed roof with a twenty (20) year warranty against defects in materials and 5 year workmanship, on the project referenced. This proposal is based on utilizing the following materials and qualifications:

#### **Proposal Includes:**

- 1. Remove existing modified roof to wood deck
- 2. Install 1" ISO insulation
- 3. Install TPO 60 mil white membrane
- 4. Install 1 ea. roof hatch
- 5. Install accessories as required to complete the system per manufacturer's specifications
- 6. Commercial Roofing General Liability and Worker's Compensation Insurance
- 7. Required safety equipment and safety training of all workers
- 8. Removal of, clean-up and disposal of construction related equipment and debris

#### **Proposal Does Not Include:**

- 1. Repairs to any unknown or unseen structural, mechanical, electrical, or water intrusion damage or deficiencies.
- 2. Removal or relocation of electrical conduit, communications cables, plumbing, fencing, etc.
- 3. Calibration of any electronic equipment including, but not limited to: satellite dishes, communications equipment, analyzers, detectors, safety and fire detection and prevention equipment, etc.

#### Qualifications/Clarifications:

- 1. Proposal is based on overlaying the existing roof.
- 2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will be performed by a subcontractor of owner's choice at owner's expense.
- 3. If any deteriorated or damaged decking, parapet, fascia, vents, conduit, gutters, drains, etc. are encountered other than what is listed in the scope of work above; during roofing installation, MCI will notify owner or owner's representative of the situation. Upon approval by owner or owner's representative, repairs can be made by MCI with cost of repairsbased on time and material or by others at the owner's discretion. (Repairs are at owner's expense and will be billed accordingly.)
- 4. MCI is not responsible for existing building conditions such as, but not limited tomold, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to existing building interior, (walls, ceiling, floors, etc.).
- 5. Owner to verify with insurance carrier or the TDI (Texas Dept. of Insurance) prior to roofing, if a TDI windstorm certification is required. MCI will pay cost related to TDI inspection only. Owner hereby agrees to pay balance of contract at completion of project and verification of inspection by engineer is made. This verification will be provided by MCI in the form of a WPI-1 form submitted by engineer to TDI. After inspection is made the owner will be responsible for obtaining a copy of the WPI-8 windstorm certificate from Texas Department of Insurance.
- 6. Proposal is based on current limits for MCI liability and worker's compensation insurance. A certificate of coverage will be furnished upon request. All invoices are due upon receipt. Payment is to be made to Monument Constructors, Inc., P.O. Box 22497, Beaumont, TX. 77720-2497
- 7. If buyer fails to fulfill the terms of payment, all past due invoices shall bear interest at the maximum legal rate allowed by law. Buyer agrees to reimburse seller for all costs incurredincluding but not limited to attorneys' fees and expenses, for the collection of any past due invoices.
- 8. <u>Sheet Metal Trim & Gutters</u> Owner to select color of metal trim from "Standard" colors on Berridge Metals color chart. All choices made from outside of "Standard" colors or Berridge Metals are subject to a cost change that could result in additional costs to customer/ owner in the form of a Change Order.

#### **Special Conditions:**

Customer to supply utility connections as needed for project, relocation of vehicles during construction and staging area for equipment and storage containers

#### Start Up Time:

To be determined after a signed proposal or a <u>written</u> purchase order signed by the buyer or buyer's representative, is received by MCI. The buyer's purchase order constitutes acceptance of all conditions of this proposal except as approved in writing by buyer and MCI.

### **Payment Options:**

1.	amount due based on pereceipt of final invoice. Box 22497, Beaumont,	rms: 50% due upon signing of contract varieties of completion. Total balance de All invoices are due upon receipt and markets 77720-2497. Warranty will not be agreed including retained funds. Terms	ue on substantial comp ade payable to Monun validated by Monume	oletion of pr nent Constru	oject and/or actors, Inc., P. O.
			<u> </u>	Da	te
2.	draws against balance at and/or receipt of final in Inc., P. O. Box 22497, E to contract amount) War	ard Payment Terms: 50% due upon simount due based on percentage of composice. All invoices are due upon receipt leaumont, Texas 77720-2497. (based on ranty will not be validated by Monumer d funds Terms accepted by	letion. Total balance d and made payable to credit card approval v	ue on subst Monument vith service	antial completion Constructors, fee to be added
			Ini	tial	Date
Propo	osed Amount:	\$111,046.00			

NO SALES TAX INCLUDED

Proposal amount honored for next 30 days.

Cont. MCI #0223-5288 Intellectual Property:

Page 4

### **Intellectual Property:**

Buyer agrees that this document is the property of Monument Constructors Inc. (MCI) and is intended for the sole and private use of the buyer and/or buyer's representatives to which it is addressed. It is not to be copied, or distributed outside the buyer's organization without the express written consent of MCI unless and until it is approved in writing by the buyer's legal representative and MCI. This proposal may not be used to establish a scope of work, specification, plan, or any other such document by which other developers, builders, contractors, construction companies, etc., may submit a comparative bid, quote, proposal, or similar document. If the buyer and/or buyer's representatives to which this document is addressed use this document to establish a specification or solicit comparative bids for the scope of work or any portion thereof as described herein, the buyer agrees to pay MCI a consulting fee equivalent to 15 percent of the "Total Proposal Amount" listed above. This fee is in addition to any other payments due MCI for any other products or services which MCI provides to the buyer under this agreement or any other past or future agreement between the buyer and MCI.

Acceptance of Proposal/Contract Agreement MCI #0223-5288:

Signature	Date	Monument Constructors, Inc.	



## **Proposal**

Proposal Date:

March 3, 2023

Client:

Jefferson County Texas

1149 Pearl St.

Beaumont, TX 77701

Site:

Jefferson County Health and Welfare

1295 Pearl St.

Beaumont, TX 77701

Prepared by:

Nations Roof - Houston, LLC.

www.nationsroof.com 1-800-444-ROOF

Contact:

Brian Lundquist

Estimator/Project Manager

P (832) 610-6537

blundquist@nationsroof.com











### Proposal

Nations Roof is pleased to present the following proposal for roofing work for the above location. Our proposal includes supplying all necessary labor, materials, taxes and supervision for the scope of work described below. It is often difficult to compare proposals because of the many variables. We are available to assist you and answer any questions you may have about our approach or other approaches to your project. Thank you for allowing Nations Roof to present the proposal to you. We truly appreciate the opportunity.

# Scope of Work: Induction Welded TPO Roof System Replacement.

- Provide and install safety equipment in accordance to OSHA guidelines and Nations Roof's Site Specific Safety Plan
- 2. Owner to provide adequate lay down and staging area for dumpster, equipment, and material storage along with access directly adjacent to the building for roofing activities.
- 3. Remove existing roof system down to wood plank deck.
- 4. Inspect wood plank decking. Replace up to 200sf of damaged of deficient decking. Any decking over 200sf found to be damaged or unsuitable for new roof application to be repaired or replaced upon approved owner change order at unit prices.
- 5. Remove existing sheet metal flashings and discard. Existing conductor heads and downspouts to remain in place.
- 6. Install new treated nailers to top of parapet walls as none exists now, fastened, or anchored into existing top of wall fill, in preparation to receive new parapet cooping system.
- 7. Prepare existing wood deck to receive new roof system.
- 8. Install new factory fire rated slip sheet over wood decking to prepare roof system to meet UL Class A fire rating.
- 9. Loose lay (1) layer of 2" polyiso rigid insulation board on prepared decking.
- 10. Mechanically attach second layer of 2.5" polyiso rigid insulation board with staggered seams, utilizing heavy duty fasteners and TPO induction weld plates, thru first layer of ISO and wood deck per manufacturer specifications to achieve min. R25 thermal resistance value.
- 11. Install tapered insulation sumps at primary scuppers to promote positive drainage.
- 12. If necessary, install tapered insulation to disperse water in heavily ponding areas to either reach sump or to evaporate in acceptable timeframe.
- 13. Induction weld 60mil TPO white per manufacturer's specifications.











- 14. Fully adhere 60mil TPO to thru roof ducts to terminate under factory metal termination bar and seal.
- 15. Fully adhere 60mil TPO to walls to terminate over outside face of new nailers.
- 16. Flash plumbing and electrical penetrations per current published manufacturer details. NOTE: Electrical conduit on roof and RTU boxes to be modified by others to accommodate new roof height.
- 17. Fabricate and install new surface mounted counterflashing with sealant well to mount to existing metal ducts to cover termination bar and seal.
- 18. Fabricate and install new TPO metal scupper liners to tie into existing conductor heads and downspouts and seal.
- 19. Fabricate and install new 24ga pre-finished coping system complete with outside face clip and grommeted inside face fasteners. Color to be chosen from current manufacturers standard color chart.
- 20. Provide and install new roof hatch.
- 21. Provide and install new pre-manufactured conduit supports.
- 22. Provide and install new TPO wrapped lumber sleepers for roof mounted condenser units complete with TPO membrane protection pads. NOTE: Electrical and refrigerant lines may require modification by others to accommodate new roof height.
- 23. Install all necessary TPO accessories and details for a fully warranted roof system.
- 24. Leave jobsite broom clean.

Note: Due to current volatility of the building materials market this proposal is valid up to the proposal date only and subject to withdrawal at any time. Any material price increases levied by the manufacturer up to and including the day of delivery to be borne by owner on approved change order.

Note: Some lite mechanical, electrical & plumbing work will need to be done by others in conjunction with your new roof system.

#### **Unit Pricing:**

	THE CONTRACTOR OF THE CONTRACT	
Insu	lation Back Fill	\$8.50 s/f
Mille	ed Wood Plank Deck Replacement	\$17.50 s/f
	ated Wood Nailer Replacement	
Add	itional TPO Walkway	\$48.75 l/f











Exclusions: After hours or overtime work, EIFs Repair, Landscaping or Landscaping repair, Decking Replacement. Existing Roof Insulation Replacement, Existing Gutter and Down Spout Replacement. Replacement or Testing of any Roof Top equipment, Exterior Painting, Exterior Fascia or Soffit, Existing Structural/Architectural Building Damages, Existing Mechanical, Electrical, and or Plumbing Deterioration and or Damages and any Interior work. Interior damage. Satellite Re-Calibrations & Bonds.

Warranty:

20 year NDL warranty on TPO system.

2 year Nations workmanship warranty

Acceptano	e of Proposal
	#07F 407 00
☐ Base Bid	\$275,187.00
Add Alternate 1: New Conductor Heads &	Downspouts \$10,469.00
Add Alternate 2: 900psi Gypsum Mat Roo	Cover Board \$27,397.00
Add Alternate 3: OSHA Compliant Fixed F	toof Hatch Safety Rail \$4,915.00
Acceptance of Proposal	
The before mentioned prices and specifications	and the following terms and conditions are Roof is authorized to perform the work as specified,
The before mentioned prices and specifications satisfactory and are hereby accepted. Nations	
The before mentioned prices and specifications satisfactory and are hereby accepted. Nations and payments will be made as outlined herein.	
The before mentioned prices and specifications satisfactory and are hereby accepted. Nations and payments will be made as outlined herein.  Authorized Signature:	











### **Special Conditions**

### Standard Condition

Insurance Coverage: We include the following coverage amounts in our proposal:

Α	General Liability	Each Occurrence Damaged to Rented Personal & Adv Injury General Aggregate Products – Comp/OP/AGG	\$ 2,000,000 \$ 250,000 \$ 2,000,000 \$ 4,000,000 \$ 4,000,000
В	Automobile Liability	Each Accident	\$ 1,000,000
С	Excess Liability	Each Occurrence Aggregate	\$ 10,000,000 \$ 10,000,000
D	Workmen's Compensation	Each Accident	\$ 1,000,000

- Asbestos Disclaimer: Unless noted otherwise, the scope of work shall not include identification, detection, abatement, encapsulation, or removal of asbestos or similar hazardous substances. If encountered, this contractor shall have the right to discontinue work and remove employees from the jobsite until such products or materials and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazards exist. Nations Roof will cooperate with all parties to mitigate the affects of asbestos discovery on the cost of the project, however, Nations Roof shall receive an extension of time to complete the work hereunder and reserve the right for compensation resulting from delays as a result of such situation and correction.
- Payment Terms: Net 30 Days
- Since material prices can change, particularly those that are petroleum or metal based, the proposal investment
  amount provided herein can be held for 30 days.

### Terms and Conditions

- TERMS. Thirty-percent (30%) of the total amount of this contract is due and payable at start-up/mobilization. A second thirty-percent (30%) of the amount of this contract is due and payable when the project is 50% complete. A third thirty-percent (30%) of the amount of this contract is due and payable upon substantial completion of the project. The final ten-percent (10%) of the amount of this contract plus any additional monies remaining, due and owing is due and payable upon issuance of manufacturer's warranty. Interest shall start to accrue 30 days from the date of final invoice on any unpaid balance at 1½% per month (18% per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs including actual attorney fees shall be added to the unpaid balance. Non-payment in accordance with these terms shall be considered a material breach of this agreement and cause for immediate suspension of performance by Nations Roof ("Nations Roof").
- 2. ADDITIONAL CHARGES. The following shall be an addition to the contract price and charged on a time and material basis, including 30% for overhead and profit; addition or deviation from the specifications herein described; damage to our work by others; temporary protection of the building not originally included in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; and any labor required to be done outside of normal business hours.
  - EXCLUSIONS. The following items are not included in this contract unless otherwise specifically stated in writing: repairs to the roof deck, installation of wood or cant strips, furnishing or installation of sheet metal or roof drains, repairs or alteration to the building other than the roof, identification, abatement and/or removel of asbestos containing or toxic material, or work preparatory or incidental to these tems. No interior protection or clean up included. Nations Roof shall not be responsible for any damage incurred due to nails or screws penetrating the roof deck or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the roofing operations of Nations Roof. This may include internal electrical wires, conduits, Lights, Security Systems, Etc. Nations Roof shall not be responsible for any claims, damages or expenses arising from the presence or disturbance of asbestos conteining, or toxic materials, or arising out of or in any way related to biological growth, including, but not limited to, all types of notid, or any other type of contamination of the Owner's building.
    - MATERIALS, All materials used shall be as stated in the specifications and/or attached Scope of Work.
  - CUSTOMER'S RESPONSIBILITY. The Customer is solely responsible for structural suitability of the building in light of specifications of the roofing system to be applied pursuant to this work order, including, but not limited to, load bearing capacity, dew point and vapor transmission calculations. Further, the Customer shall be solely responsible for any damages to any furniture, furnishing, fixtures or contents of the building during the performance of the work, except such damages as may be caused by the sole negligence of Nations Roof. Customer is aware that roofing products emit furnes, vapors and odors during the application process. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent furnes and odors from entering the building and shall hold Nations Roof harmless from claims relating to furnes and odors emitted during the normal roofing process.
- BUILDING APPROVALS. Customer shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or
  occupancy of permanent structures or permanent changes in existing facilities. Unless otherwise noted in our proposal under inclusions.
- GUARANTEE AND WARRANTY. The type of guarantee and extent of coverage shall be as indicated in the proposal as offered by manufacturers of materials incorporated into the project. In addition to the manufacturer's guarantees, if so noted in the proposal, and upon receipt of final payment, Nations Roof











shall guarantee workmanship furnished as part of this work order against defects in such workmanship for a period of one (1) year from the completion of work ("Warranty"). The value of this warranty shall not exceed the work order price. In all cases Nations Roof's liability is limited to repairs or roofing and waterproofing work and materials installed by Nations Roof, EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED.

PONDING WATER. Nations Roof is not responsible for location of roof drains, adequacy of drainage or ponding on the roof. It is understood by Customer that a ponding water condition is not indicative of a defective roof system. Positive drainage is a design goal and is not always achievable. Nations Roof will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Centractors Association (NRCA). Ponding water is defined as a roof surface that is incompletely drained. Positive drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area within 48 hours after a rainfall.

INSURANCE. Nations Roof agrees to purchase and maintain, as required by law, workers' compensation and general commercial liability insurance to protect the Customer from injuries and/or damages which may arise out of or result from Nations Roof's operations under this work order and for which Nations Roof may be legally liable, whether such operations be by Nations Roof or by anyone directly or indirectly employed by Nations Roof, or by anyone for whose acts Nations Roof may be liable. Customer agrees to look solely to Nations Roof's appropriate insurance carrier for any and all damages resulting from personal injury or property damage claims including those caused by Nations Roof or Nations Roof's sole negligence. Customer expressly waives all claims excluded under Nations Roof's insurance policies. The Customer agrees to provide sufficient insurance to protect Nations Roof against loss or materials installed or on the premises due to fire, windstorm, half or floods. Customer provided property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischlef, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. If the property insurance requires minimum deductibles the Customer shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The insurance shall waive rights of subrogation, if any against Nations Roof. The Customer shall purchase and maintain such insurance as will insure the Customer against loss of use of the Customer's property, including consequential damages. If Customer is not the owner of the property then Customer may satisfy its responsibilities hereunder by having the Owner provide the coverage in compliance with this paragraph.

10. ACTS OF GOD. Nations Roof shall not be responsible for damage or delay due to strikes, fires, accidents, acts of god or other causes beyond its reasonable control.

Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement due to any act of God. fire, casualty, flood, earthquake, war, epidemic, quarantine, flot, insurrection or any other cause beyond such party's reasonable control, and not due to such party's negligence (a "Force Majeure Event"), the affected party shall give prompt written notice to the other party of such Force Majeure Event and its performance outer this Agreement shall be temporarily excused. The affected party will use commercially reasonable efforts to midgate the effects of a Force Majeure Event to the best of its ability, and will resume performance as soon as reasonably practicable. If the Force Majeure Event provents performance for more than twenty-one (21) days, either party may terminate this Agreement for convenience, in which event [Contractor / Subcontractor] shall be paid for the work completed in conformity with this Agreement, and for direct close-out costs incurred as a result of the lemination. If [Contractor's / Subcontractor's] performance is not prevented but there is a substantial increase in the cost and/or time for delivery of roofing products due to a Force Majeure Event, the contract time shall be equitably extended and the contract sum shall be equitably increased to reflect such delays and costs. ACCESS. Nations Roof shall be permitted to use driveways, and paved areas leading, or adjacent to, the job site for its equipment.

12. STRUCTURAL SUITABILITY. Nations Roof assumes full responsibility for furnishing roofing materials and for their proper installation in accordance with manufacturer's specifications. Nations Roof does not, either itself or through its representatives, practice architecture or engineering and offers no opinion on, and expressly discialms any responsibility for, structural integrity, compilance with building codes or design. Opinions of competent structural engineers should be obtained by the Customer as to the structural soundness of the roof deck and its ability to properly support normal roof construction equipment and operations and the completed roof system. Nations Roof accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.

13. FINAL PAYMENT. The making of final payment shall constitute a waiver of all claims against Nations Roof by the Customer except for those arising from (a) unsettled liens stemming from work performed by Nations Roof, and (b) terms of any guarantee or warranty issued pursuant to this work order. No guarantee or warranty provided by Nations Roof shall be valid until full and final payment is received from Customer.

14. ARBITRATION. Any controversy or claim arising out of or relating to this work order, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, in Nations Roof's sole discretion, collection of unpaid balances may be sought in any Court having jurisdiction thereof or under this arbitration clause. Any legal claim against Nations Roof must be brought no later than one (1) year after Nations Roof has completed work.

MISCELLANEOUS. These Terms and Conditions together with the proposal cover pages providing the Scope of Work, etc. and any attachments herein constitute the entire agreement ("Agreement") of the parties. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of New York. Modifications to this Agreement can be made only in writing and signed by Nations Roof principal. Customer permitting performance of work indicates acceptance without exception of this Agreement, even if this Agreement is not executed. This Agreement is solely for the benefit of Customer and Nations Roof, and is not intended for the benefit of any other parties.



8









### **Budget transfer**

Joe Zurita

Thu 6/1/2023 8:27 AM

To: Fran Lee < Fran.Lee@jeffcotx.us >

I would like to request a budget transfer on the next commissioners court agenda to transfer \$2419.00 from account 120-8095-417-60-18 to my extra help account 120-8095-417-10-05 due to low funds available to continue working until the end of the budget year. Thank you.

Joe Zuríta Dírector Of Jefferson County Service Center 7789 Víterbo Rd Beaumont, Tx 77705 409-719-5937

### **MEMORANDUM**

TO:

COMMISSIONERS COURT

FROM:

FRAN LEE

SUBJECT: BUDGET AMENDMENT

DATE:

MAY 31, 2023

The following budget transfer for 279th District Court is necessary for additional cost for transcripts.

120-2038-412-5073

Transcripts

\$7,500

110-2027-412-5055

Petit Jurors

\$7,500

PGM:	GMCOMMV2 NAME	DATE 06-06-2023	AMOUNT	CHECK NO	PAGE: 1 .762 TOTAL
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DYNAMIO RB EVER ENTERGY ROLLING UNITED ROSS RI ASCO SHOPPA GULF CO	S TRUCK & TRAILER REPAIR STATES POSTAL SERVICE IDGE SAND COMPANY LP 'S FARM SUPPLY DAST S UNIFORM SERVICES, LLC		335.00 430.60 6,035.23 2,462.00 2.61 39.00 1,029.18 223.60 6,130.28 67.71 137.00	506688591 5006688913 50066699957 50066699957 5007 5007 5007	15 510 1544
ENGINE	ERING FUND			-	17,710.15**
UNITED	STATES POSTAL SERVICE		12.00	506911	12.00**
PARKS 8	& RECREATION				12.00
LOWE'S	Y @ HOME HOME CENTERS, INC. 'S BUILDING SUPPLY		296.68 129.96 114.46 255.95	506859 506873 506919 507004	797.05**
GENERAI	L FUND				757.05
TAX OF					
	STATES POSTAL SERVICE		458.74	506911	458.74*
	HUMAN RESOURCES		055 00	F06006	
UNITED	COUNTY & DISTRICT RETIREMENT STATES POSTAL SERVICE R'S OFFICE		255.00 2.03	506886 506911	257.03*

PGM:	GMCOMMV2 NAME	DATE 06-06-2023	AMOUNT	CHECK NO	PAGE: 2 .763 TOTAL
TEXAS (	COUNTY & DISTRICT RETIREMENT		255.00	506885	. 101111
UNITED	STATES POSTAL SERVICE SINESS SOLUTIONS, LLC		7.98 334.02	506911 506998	597.00*
COUNTY					
UNITED	STATES POSTAL SERVICE		288.63	506911	288.63*
COUNTY	JUDGE				
ROCKY I GRACE N KENT W	STATES POSTAL SERVICE LAWDERMILK NICHOLS JOHNS LY MILLER-HADNOT		1.59 500.00 450.00 500.00 500.00	506911 506920 506934 506939 506952	1,951.59*
RISK MA	ANAGEMENT				1,751.57
UNITED KRISTEN ADAN PE	STATES POSTAL SERVICE I HANCOCK EREZ JR		.60 9.76 25.00	506911 506917 506999	35.36*
COUNTY	TREASURER				33.30"
CDW CON UNITED	MPUTER CENTERS, INC. STATES POSTAL SERVICE		92.02 176.18	506892 506911	268.20*
PRINTIN	NG DEPARTMENT				
LINDENN	MEYR MUNROE		957.25	506985	957.25*
PURCHAS	SING DEPARTMENT				
UNITED AMAZON	STATES POSTAL SERVICE CAPITAL SERVICES		71.40 29.65	506911 507005	
GENERAI	SERVICES				101.05*
LJA ENC BOSWORT	TER ARMORED CAR CO INC SINEERING INC TH PAPERS R COMMUNICATIONS		6,757.25 824.50 3,852.30 646.47	506937 506943 506986 506992	12,080.52*
DATA PF	ROCESSING				12,000.52
	SINESS SOLUTIONS, LLC		1,190.00 193.22	506965 506998	1,383.22*
	REGISTRATION DEPT				
	STATES POSTAL SERVICE		253.32	506911	253.32*
	ONS DEPARTMENT		74.40	F0.6011	
	STATES POSTAL SERVICE KIN COMPANY		74.40 474.73	506911 506927	549.13*
DISTRIC	CT ATTORNEY				349.13"
CHILD A KIMBERI KATHLER QUENTIN NATIONA	STATES POSTAL SERVICE ABUSE & FORENSIC SERVICES LY R. BROUSSARD EN KENNEDY I PRICE AL BLACK PROSECUTORS ASSOC / SABINE NECHES TRAVEL		357.49 875.00 97.75 833.24 815.89 450.00 1,047.80	506911 506918 506933 506957 506968 507002	4,477.17*
DISTRIC	CT CLERK				·, · / / · · /
ODP BUS	STATES POSTAL SERVICE SINESS SOLUTIONS, LLC		322.92 148.24	506911 506998	471.16*
CRIMINA	AL DISTRICT COURT				

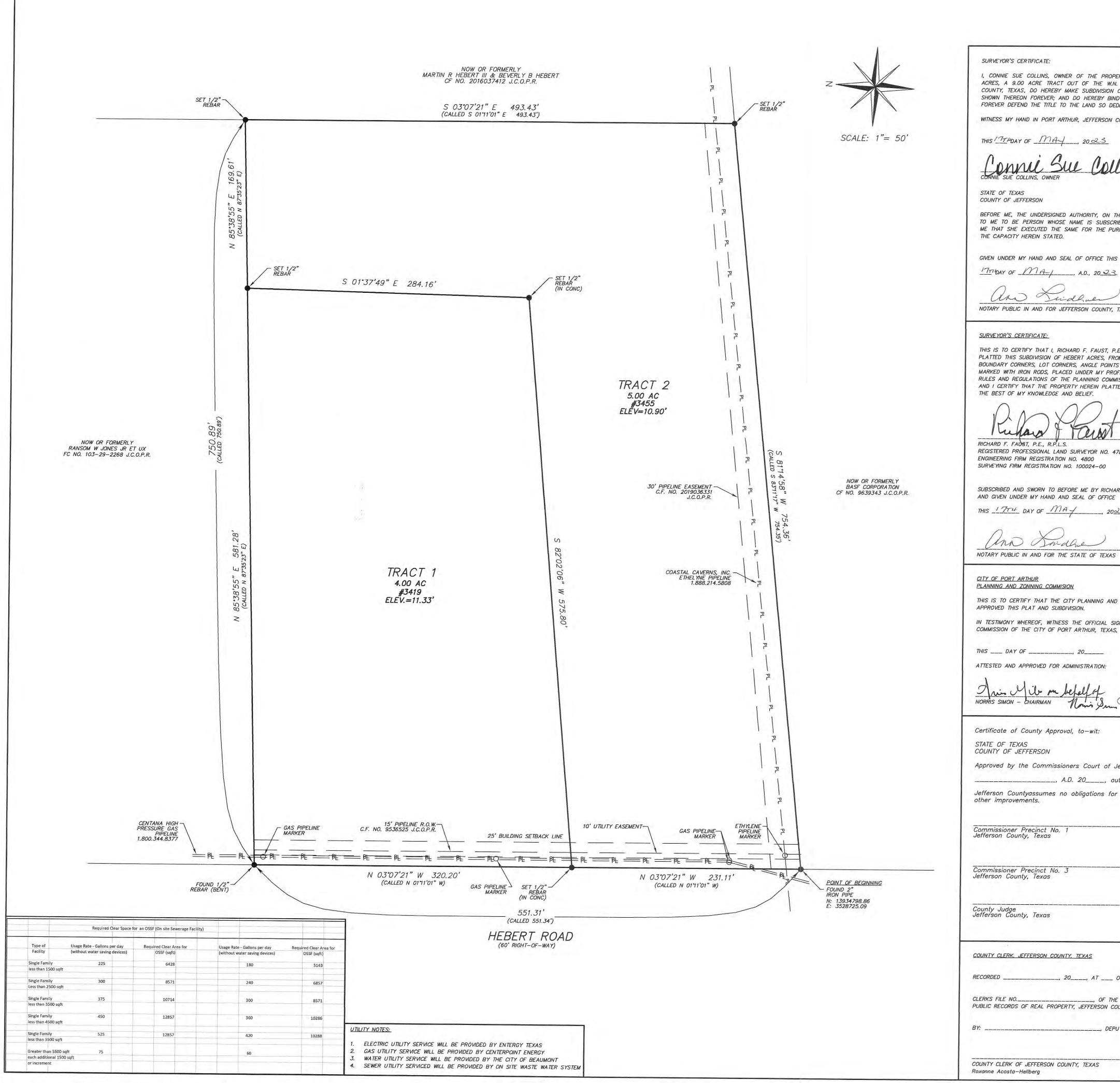
PGM: GMCOMMV2	DATE 06-06-2023	AMOUNT	CURCE NO	PAGE: 3 . 764 TOTAL
NAME		AMOUNT	CHECK NO	. 764 TOTAL
UNITED STATES POSTAL SERVICE KIMBERLY R. BROUSSARD		.60 3,030.50	506911 506933	2 021 10+
252ND DISTRICT COURT				3,031.10*
JOHN D WEST		800.00	506893	000 00+
279TH DISTRICT COURT				800.00*
ORGAIN BELL & TUCKER LLP NATHAN REYNOLDS, JR. WILLIAM FORD DISHMAN THE PARDUE LAW FIRM, PLLC ALICIA K HALL PLLC SHELANDER LAW OFFICE		5,170.00 330.00 220.00 814.00 550.00 1,430.00	506868 506872 506953 506982 506984 506988	8,514.00*
317TH DISTRICT COURT				0,511.00
MARVA PROVO GLEN M. CROCKER DONEANE E. BECKCOM LANGSTON ADAMS JOEL WEBB VAZQUEZ BRITTANIE HOLMES ODP BUSINESS SOLUTIONS, LLC		325.00 900.00 220.00 325.00 110.00 220.00 93.67	506871 506915 506916 506921 506926 506998	2 102 67*
JUSTICE COURT-PCT 1 PL 1				2,193.67*
TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE		230.00 27.32	506884 506911	257.32*
JUSTICE COURT-PCT 1 PL 2				237.32
UNITED STATES POSTAL SERVICE		28.80	506911	28.80*
JUSTICE COURT-PCT 6				20.00
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		21.09 183.75	506911 506998	204.84*
COUNTY COURT AT LAW NO.1				_01.01
UNITED STATES POSTAL SERVICE		1.01	506911	1.01*
COUNTY COURT AT LAW NO. 2				1.01
THOMAS J. BURBANK PC MARVA PROVO NATHAN REYNOLDS, JR. JOHN D WEST UNITED STATES POSTAL SERVICE LANGSTON ADAMS JOEL WEBB VAZQUEZ		250.00 250.00 650.00 300.00 43.61 250.00 250.00	506848 506871 506872 506893 506921 506926	
COUNTY COURT AT LAW NO. 3			0007_0	1,993.61*
UNITED STATES POSTAL SERVICE		11.39	506911	
COURT MASTER				11.39*
LARRY E. THORNE UNITED STATES POSTAL SERVICE		3,134.90 .84	506887 506911	2 125 544
MEDIATION CENTER				3,135.74*
UNITED STATES POSTAL SERVICE		2.54	506911	O
SHERIFF'S DEPARTMENT				2.54*
CITY OF NEDERLAND FED EX SETZER HARDWARE, INC. AT&T		32.21 116.15 4.49 293.70	506851 506857 506877 506881	

PGM: GMCOMMV2	DATE 06-06-2023			PAGE: 4
NAME		AMOUNT	CHECK NO.	765 TOTAL
SUTHERLAND LUMBER CO. CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. RITA HURT GALLS LLC ODP BUSINESS SOLUTIONS, LLC		7,667.71 202.00 1,078.25 57.00 2,200.00 320.11 21.44	506883 506891 506919 506942 506961 506998	
AMAZON CAPITAL SERVICES DYNAMIC POLICE TRAINING BEAUMONT OCCUPATIONAL SERVICES		129.99 200.00 279.60	507005 507006 507007	2 (02 (5*
CRIME LABORATORY			1	2,602.65*
FED EX HENRY SCHEIN, INC. CLAN LAB INVESTIGATING CHEMISTS	5	51.21 145.59 550.00	506858 506875 506923	746.80*
JAIL - NO. 2				, 10.00
JACK BROOKS REGIONAL AIRPORT AT&T INTERCONTINENTAL JET CORP WORLD FUEL SERVICES EPIC CARD SERVICES LLC CONSTELLATION NEWENERGY - GAS I	DIVIS	493.95 1,100.25 11,640.25 1,087.14 885.00 1,037.59	506862 506881 506936 506945 506949	6,244.18*
JUVENILE PROBATION DEPT.			1	0,244.10
UNITED STATES POSTAL SERVICE US FLAG AND FLAGPOLE SUPPLY ODP BUSINESS SOLUTIONS, LLC		4.06 508.58 52.40	506911 506971 506998	565.04*
JUVENILE DETENTION HOME				303.04"
SANITARY SUPPLY, INC. BIG THICKET PLUMBING INC		288.26 205.00	506874 506970	493.26*
CONSTABLE PCT 1				
UNITED STATES POSTAL SERVICE		65.63	506911	65.63*
CONSTABLE-PCT 6		4 04	506011	
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST AMAZON CAPITAL SERVICES		$\begin{array}{c} 4.04 \\ 786.00 \\ 65.41 \end{array}$	506911 506951 507005	855.45*
CONSTABLE PCT. 8				033.43
CASH ADVANCE ACCOUNT		162.00	506863	162.00*
HEALTH AND WELFARE NO. 1				
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO BT NUANCE COMMUNICATIONS, INC		52.55 59.44 118.50	506911 506912 506977	230.49*
HEALTH AND WELFARE NO. 2				230.49
SIERRA SPRING WATER CO BT NUANCE COMMUNICATIONS, INC CHARTER COMMUNICATIONS		42.47 118.50 184.69	506913 506977 506993	245 664
ENVIRONMENTAL CONTROL				345.66*
POSTMASTER AT&T ODP BUSINESS SOLUTIONS, LLC		378.00 43.83 295.97	506870 506881 506998	
INDIGENT MEDICAL SERVICES				717.80*
TDS OPERATING INC		414.88	506969	414 004
EMERGENCY MANAGEMENT				414.88*

PGM: GMCOMMV2	DATE 06-06-2023		PAGE: 5
NAME		AMOUNT	CHECK NO. 766 TOTAL
ODP BUSINESS SOLUTIONS, LLC		86.59	506998 86.59*
MAINTENANCE-BEAUMONT ENTERGY M&D SUPPLY METAL INDUSTRIES, INC. ACE IMAGEWEAR CHARTER COMMUNICATIONS		32,176.17 522.60 280.00 223.12 195.46	506859 506865 506866 506878 506995 33,397.35*
MAINTENANCE-PORT ARTHUR			55,571.55
BETA TECHNOLOGY CITY OF PORT ARTHUR - WATER DEPT. AT&T SOLAR LOWE'S HOME CENTERS, INC. TEXAS GAS SERVICE NORTHERN TOOL AND EQUIPMENT NELSON WATER GARDEN & NURSERY PARKER'S BUILDING SUPPLY AMAZON CAPITAL SERVICES		460.51 723.47 1,507.53 87.74 282.20 462.53 199.98 154.96 70.33 164.05	506847 506850 506881 506914 506919 506924 506962 507004 507005
MAINTENANCE-MID COUNTY			4,113.30
CITY OF NEDERLAND ENTERGY ACE IMAGEWEAR S.E. TEXAS BUILDING SERVICE		54.61 368.08 177.59 4,341.67	506851 506859 506878 506880 4,941.95*
SERVICE CENTER			1,511.55
ACTION AUTO GLASS SPIDLE & SPIDLE J.K. CHEVROLET CO. THE MUFFLER SHOP PHILPOTT MOTORS, INC. JEFFERSON CTY. TAX OFFICE JEFF		12 12 13 14 15 16 16 16 16 16 16 16 16 16 16	506844 506886179 500688679567 50066889967 500668899001 5006688999001 500668899001 500668899001 500668899001 500668990007 500669990006 50066999006 50066999066 50066999066 50066999666 5006699699666 5006699666 500669966699666 5006699699666 5006699699666 5006699699666 5006699699666 50066996999666 50066999666 50066999666 50066999666 50066999666 50066999666 50066999666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 5006699699666 500669969666 5006699666 5006699666 5006699666 5006699666 500669966 500669966 50066996 5006696 5006696 5006696 5006696
MOSQUITO CONTROL FUND			13/,041.02
ADAPCO, INC. CITY OF NEDERLAND JACK BROOKS REGIONAL AIRPORT ACE IMAGEWEAR UNITED PARCEL SERVICE BUMPER TO BUMPER ATTABOY TERMITE & PEST CONTROL INDUSTRIAL & COMMERCIAL MECHANICAL TEXAS DEPARTMENT OF AGRICULTURE O'REILLY AUTO PARTS NUTRIEN AG SOLUTIONS, INC		26,251.50 33.40 185.58 72.18 26.26 2,750.00 680.00 150.00 16.36 11,602.80	506843 506851 506862 506888 506888 506935 506934 5069976 5069976

PGM: GMCOMMV2	DATE 06-06-2023			PAGE: 6
NAME	00 00 2025	AMOUNT	CHECK NO.7	67 TOTAL
CY-FAIR TIRE ES OPCO USA LLC		39.95 138,039.94	506978 506983	
ENVIRONMENTAL GRANTS/H20		,	179	,922.97**
ODP BUSINESS SOLUTIONS, LLC		811.29	506998	
EMPG GRANT				811.29**
CHARTER COMMUNICATIONS		122.62	506994	100 6044
COMMUNITY SUPERVISION FND				122.62**
UNITED STATES POSTAL SERVICE		83.60	506911 506938	
JCCSC ODP BUSINESS SOLUTIONS, LLC		$30.00 \\ 340.14$	506998	226.54**
LAW OFFICER TRAINING GRT				220.54
CASH ADVANCE ACCOUNT AMAZON CAPITAL SERVICES		375.85 113.70	506863 507005	489.55**
COUNTY RECORDS MANAGEMENT				107.55
UNITED STATES POSTAL SERVICE		1.80	506911	1.80**
HOTEL OCCUPANCY TAX FUND				_,,,
CASH ADVANCE ACCOUNT M&D SUPPLY INTERD STATES DOSTAL SERVICE		860.28 24.16 67.69	506863 506865 506911	
UNITED STATES POSTAL SERVICE CINTAS CORPORATION CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC		91.51 130.63 122.67	506966 506991 507001	006 0444
CRIME LAB FUNDING CJD			1	.,296.94**
DELL MARKETING L.P.		1,738.09	506852	.,738.09**
CAPITAL PROJECTS FUND			Т	.,/30.09""
ENTERPRISE SYSTEMS CORPORATION		19,115.00	506956	,115.00**
AIRPORT FUND			13	,113.00
SPIDLE & SPIDLE CITY OF NEDERLAND EASTEX RUBBER & GASKET		3,058.62 1,189.63 111.30	506845 506851 506854	
LOUIS' YAZOO SALES & SERVICE, LLC UNITED STATES POSTAL SERVICE		504.70 .51	506864 506911	
CRAWFORD ELECTRIC SUPPLY COMPANY SOUTHEAST TEXAS PARTS AND EQUIPMENT	Γ	22.00 27.69	506947 506955	
PETROLEUM MATERIALS LLC EAGLE PUMP & METERS INC		30.00 1,424.00	506958 506967	
M&R FLEET SERVICES, INC. TITAN AVIATION FUELS		224.40 40,988.20	506974 506975	
MICHAEL SOWELL ODP BUSINESS SOLUTIONS, LLC		88.96 155.55	506981 506998	
MCGRIFF INSURANCE SERVICES, INC		11,604.00	507000 59	,429.56**
SE TX EMP. BENEFIT POOL		1 005 04	506000	
UNITED HEALTHCARE SERVICES INC		1,095.04	506980 1	,095.04**
SHERIFF'S FORFEITURE FUND		70 41	E06963	
JACK BROOKS REGIONAL AIRPORT SKYFLEA AVIATION		$78.41 \\ 442.00$	506862 507009	520.41**
LANGUAGE ACCESS FUND				
RUBEN ZAPATA		100.00	507008	100.00**
ARPA CORONAVIRUS RECOVERY				-

PGM: GMCOMMV2	DATE 06-06-2023		PAC	
NAME	00 00 2020	AMOUNT	CHECK NO. <sup>768</sup>	TOTAL
ENTERGY SILSBEE FORD INC LAKE COUNTRY CHEVROLET, INC.		28,135.52 52,258.15 173,301.80	506860 506954 506972	95.47**
J C ASSISTANCE DISTRICT 4			253,03	93.47
ENTERGY		9.21	506859	0 01++
MARINE DIVISION				9.21**
CITY OF NEDERLAND JACK BROOKS REGIONAL AIRPORT SETZER HARDWARE, INC. SUN COAST RESOURCES, LLC. INTERCONTINENTAL JET CORP THE DINGO GROUP-PETE JORGENSON MARI ATTABOY TERMITE & PEST CONTROL		22.40 528.15 61.86 14,433.10 2,402.15 215.36 71.67	506851 506862 506877 506882 506929 506935 17,73	34.69** 36.76***



SURVEYOR'S CERTIFICATE:

I, CONNIE SUE COLLINS, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF HEBERT ACRES, A 9.00 ACRE TRACT OUT OF THE W.N. SIGLER SURVEY, ABSTRACT 48, CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY AND DEDICATE TO THE PUBLIC USE EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS

THIS 1754DAY OF MAY, 2023

STATE OF TEXAS COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CONNIE SUE COLLINS, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH AND ARE IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS



RICHARD F. FAUST

### SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT I, RICHARD F. FAUST, P.E., REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4782 HAVE PLATTED THIS SUBDIVISION OF HEBERT ACRES, FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT ALL BOUNDARY CORNERS, LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE SHOWN HEREON WILL BE PROPERLY MARKED WITH IRON RODS, PLACED UNDER MY PROFESSIONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION RULES AND REGULATIONS OF THE PLANNING COMMISSION OF THE CITY OF PORT ARTHUR, JEFFERSON COUNTY, TEXAS, AND I CERTIFY THAT THE PROPERTY HEREIN PLATTED LIES WITHIN THE CITY OF PORT ARTHUR CITY LIMITS, ALL TO

RICHARD F. FAUST, P.E., R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4782 ENGINEERING FIRM REGISTRATION NO. 4800 SURVEYING FIRM REGISTRATION NO. 100024-00

SUBSCRIBED AND SWORN TO BEFORE ME BY RICHARD F. FAUST, AND GIVEN UNDER MY HAND AND SEAL OF OFFICE



### CITY OF PORT ARTHUR PLANNING AND ZONNING COMMISION

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS,

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

ATTESTED AND APPROVED FOR ADMINISTRATION:

Certificate of County Approval, to-wit:

STATE OF TEXAS COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_ day of

\_\_\_\_\_, A.D. 20\_\_\_\_, authorizing the filing for record of this plat.

Jefferson Countyassumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. Jefferson County, Texas

Commissioner Precinct No. 2 Jefferson County, Texas

Commissioner Precinct No. 3 Jefferson County, Texas

ommissioner Precinct No. 4 Jefferson County, Texas

County, Texas

County Judge Jefferson County, Texas

COUNTY CLERK, JEFFERSON COUNTY, TEXAS Certification of County Engineer

RECORDED \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_ O'CLOCK \_.M.

CLERKS FILE NO.\_\_\_ \_\_\_, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS.

COUNTY CLERK OF JEFFERSON COUNTY, TEXAS Roxanne Acosta-Hellberg

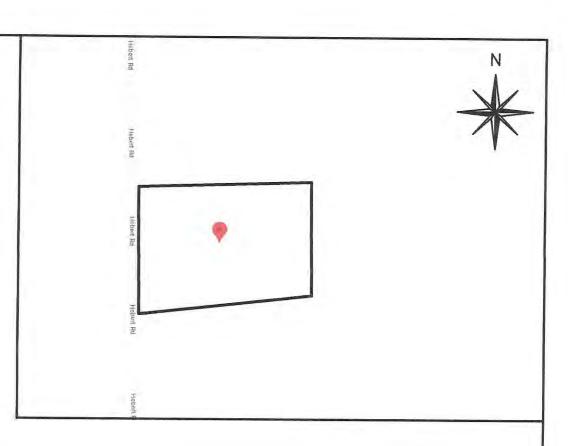
COUNTY ENGINEER

Engineer of Jefferson County, do hereby certify

that the plat of this subdivision complies with all

adopted by the Commissioner's Court of Jefferson

existing rules and regulations of this office as



LEGAL DESCRIPTION OF A 9.00 ACRE TRACT **OUT OF THE** W.N. SIGLER SURVEY, ABSTRACT 48, JEFFERSON COUNTY, TEXAS

That certain 9.00 acre tract out of the W.N. Sigler Survey, Abstract 48, Jefferson County, Texas, as described in Film Code No. 103-29-2426 of the Official Public Records of Jefferson County, Texas; said 9.00 acre tract being more particularly described by metes and bounds as follows:

(BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.)

BEGINNING at a 2" iron pipe found in the east line of Hebert Road, for the southwest corner of the original C.J. Hebert 210.6 acre tract, as described in Volume 10, Page 155 of the Map Records of Jefferson County, Texas, and for the northwest corner of a BASF Corporation tract, as described in Clerk's File No. 9639343 of the Official Public Records of Jefferson County, Texas; said pipe being the southwest corner of the herein described tract;

THENCE North 03°07'21" West (called North 01°11'01" West) along the east line of said Hebert Road, a distance of 551.31 feet (called 551.34 feet) to a 1/2" rebar found (bent) at the southwest corner of a Ransom W Jones Jr., Et Ux tract, as described in Film Code No. 103-29-2268 of the Official Public Records of Jefferson County, Texas; said rebar being the northwest corner of the herein described

THENCE North 85°38'55" East (called North 87°35'23" East) along the south line of said Ransom W Jones tract, a distance of 750.89 feet (called 750.89 feet) to a 1/2" rebar set and capped 'Faust' in the west line of a Martin R Hebert III & Beverly B Hebert tract, as described in Clerk's File No. 2016037412 of the Official Public Records of Jefferson County, Texas; said rebar being the northeast corner of the herein described tract;

THENCE South 03°07'21" East (called South 01°11'01" East) along the west line of said Martin & Beverly Hebert tract, a distance of 493.43 feet (called 493.43 feet) to a 1/2" rebar set and capped Faust' at the southwest corner of said Martin & Beverly Hebert tract; said rebar being the southeast corner of the herein described tract;

THENCE South 81°14'58" West (called South 83°11'17" West) along the north line of said BASF Corporation tract, a distance of 754.36 feet (called 754.35 feet) to the POINT OF BEGINNING and containing 9.00 acres of land, more or less.

### SURVEYOR'S NOTES

IN ACCORDANCE WITH THE FLOOD RATE INSURANCE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE SUBJECT TRACT IS LOCATED IN FLOOD ZONES 'C' AS SHOWN ON COMMUNITY PANEL NUMBER 4803850280C, DATED NOVEMBER 20, 1991, THE LOCATION OF THE PROPERTY WAS DETERMINED BY SCALE AND FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OF SAID MAP. ZONE 'C' ARE AREAS DETERMINED TO HAVE MINIMAL FLOODING. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 1988.

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.

> A MINOR PLAT OF A 9.00 ACRE TRACT OUT OF THE W.N. SIGLER SURVEY, ABSTRACT 48, CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

# HEBERT ACRES



PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS 5550 EASTEX FWY. STE 0 \* BEAUMONT, TEXAS 77708 \* (409) 813-3410 ENGINEERING FIRM NO. 4800 \* SURVEYING FIRM NO.100024-00

> Date: March 2023 Census Tract: 113.04 Project No. 23029 PLAT

> > OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN. AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF FAUST ENGINEERING AND SURVEYING INC., AND IS NOT TO BE USED, IN WHOLE OR INPART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FAUST ENGINEERING AND SURVEYING INC. Application Date

State Permit Number
(If Applicable)



Permit Number

1 

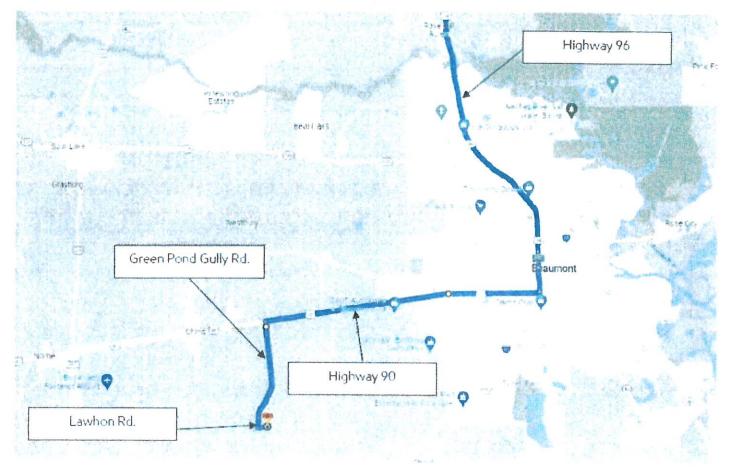
Precinct Number

### JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Exxon Mo 31c LOU CALBON SOLUTIONS Phone Number:
Business Name: EXXX MOBIL LOU CALBON SOLUTIONS Phone Number:  ON SHORE FORAGE LLC  Business Address: 22777 SPRING WOODS WILLAGE PARKWAY, SPRING TX. 77389
Local Representative: CLIFTON HEN16AN (903) 391-0238
Description of Work/Type/Location: YELLOW MON TRANSPORT TO EXXON MOBIL
LOW CARDON SOLUTIONS ON SHORE STORAGE LLC ROSE APPRAISM WELL COCATION
Description of Route: APPROXIDATELY FOUR (4) MICS ON GLEEN FOND GULLY ROAD
AND ONE (1) PILE ON LAWYOU ROAD SEE ATTACHED FIGURE.
Bond Number: K 41 691530 Bond Amount: \$ 500,000.20
Check Applicable Boxes: ☐ Under 100,000 Lbs. ☐ Over 100,000 Lbs. ☐ Over 200,000 Lbs. ☐ 90 Day Renewal Permit (\$200 Fee) Original Permit Number: ☐ One (1) Year Annual Permit (\$500 Fee)
Permit Approved: Yes  \[ \sum \text{No (If No Reason)} \]
This Overweight Vehicle Permit is granted by Jefferson County. Permitee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.  Jefferson County  Jefferson County
ON SHORE STORAGE LLE
ADVOCACY ASSETS, WI. 28.02 Per# Mul And Per#4
Mailing Address
22777 SPRINGWOODS VILLAGE PARKWAY SPRING TEXAS 77389
Representative Name and Title Engineering Specialist
obert Brian Teller, Attorney in fact Representative Signature and Date

### Jefferson Co. Road Use Permit Proposed Routes

Proposed route of heavy equipment and base rock through Jefferson Co.



STATE OF TEXAS	5
COUNTY OF JEFFERSON	

	ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
"Pro	WHEREAS, SOLUTIONS ON SHORE STORAGE LLC (hereinafter "Company") intends to conduct ROAD USE [describe operation], (hereinafter the nject") at a site located on LAWION ROAD (county road name)
(load asph Cou	WHEREAS, the proposed project will require the transportation of heavy equipment or loads ds shall include any building supplies, material or other bulk loads, including rock, gravel, cement, alt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson nty, Texas road(s) identified as: [1st road name] and County [2nd road name]:  County Road 68EEN 2000 60007 RORD ; and
coun	WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified ity roads and bridges on the proposed route; and
coun	WHEREAS, the transportation of the equipment or loads may cause substantial damage to the ty roads and bridges; and
com	WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the portation of this equipment or loads is necessary for the Project and that the County should be pensated for any damages or additional maintenance costs incurred by the County as a result of the cet; and
	WHEREAS, the Company and County hereby agree and contract as follows:
1.	Company may utilize County road 6 LEN FORD COUNT FORD and County road LAUSON ROBO for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 50NE 1 , 2023 to a termination date of 647 or 1 , 2023. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2	Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3.	Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name:] and County [2nd road name:] for additional support.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. \_\_\_\_ of Jefferson County, Texas before transporting any equipment on County [road name: 61660 Road County [2nd road name: LAUTO Road ] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this

p day of the

2023

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the of

Attest:

Jeffe son County Clerk

hortson teller

Robert Brian Teller, Attorney in Fact Authorized Agent for EXXON/Nobil LOW Curbon Solutions onstore Storage LLC



THE STATE OF TEXAS, §

COUNTY OF JEFFERSON §

Robert Brian 2023 personally appeared before mekabert Brian Teller, being by me first duly sworn, declared that he is the to mey up tact of the company. How with the company of the company.

SWORN TO AND SUBSCRIBED before me on this 26 day of MAY

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires



### Exhibit 1

### Estimate of Cost: Length of [1st road name]: Type of road surface/material: Number of culverts/bridges: Any other special features: Length of [2<sup>nd</sup> road name]: Type of road surface/material: Number of culverts/bridges: Any other special features: Anticipated cost of Repair: Repeat for each Road: [1st road name] Labor: (Rate includes salary/benefits/overtime, where applicable) Foreman \$ 34 per hour x hours = \$ Equipment Operator \$ 27 per hour x hours = \$ Other \$ 25 per hour x hours = \$ Equipment: (Rate includes fuel, depreciation and overhead costs (insurance). Truck \$ 80 per hour x hours = \$ Grader \$ 80 per hour x hours = \$ Other \$ BD per hour x hours = \$\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other at \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total for [1st road name] \$

Road Use Agreement Page 4

### **ROAD USE PERMIT BOND**

Bond No. K41691530

Know all men by these presents, that SOLUTION	MOBIL LOW CARBON  ONSHORE STORAGE LLC, as Principal and the
EDERAL INSURANCE COMPANY, a corporation duly incor	porated under the laws of the State of
Indiana and authorized to do business in	the State of Texas, as Surety, are
held and firmly bound unto the <u>JEFFERSON</u>	COUNTY as
Obligee, in the penal sum of Five Hundred	d Thousand and No/100 Dollars (\$500,000.00)   awful
money of the United States, for which paymen	t, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, suc	ccessors and assigns, jointly and severally,
firmly by these presents.	The state of the s
Whereas, the Principal has applied to	the Obligee for a permit for
Use of 4 Miles of Green Pond Gully Road and 1 Mile of Lawhon Road	in Jefferson County in accordance with the
requirements of the ordinance of said <u>JEFFERSON CC</u>	DUNTY ,
and has agreed to agreed to hold said JEFFERSON	N COUNTY harmless from
any damage by reason of their engaging in said bus	iness
Now, therefore, the condition of this obligation is	such, that if said Principal shall faithfully
perform the duties of such licensee or permittee, and	
rules and regulations appertaining thereto, then this o	
in full force and effect.	bligation shall be void, otherwise to remain
in full force and effect.	
This hand may be terminated at any time by the	Surety upon conding notice in writing by
This bond may be terminated at any time by the JEFFERSON COUNTY ENGINEERING DEPAR	Street upon sending notice in writing, by
certified mail, to the 1149 Pearl St, 5th Floor, Beaumont, Texas 3	
thirty (15) days from the mailing of said notice, the li	
and cancelled; and provided further, that nothing he	rein shall affect any right or liability which
shall have accrued under this bond prior to the date of	such termination.
Signed, sealed and dated this 22nd day of May, 20	
	Principal EXXONMOBIL LOW CARBON
Attest:	SOLUTIONS ONSHORE STORAGE LLC
Adalia A	11/0/1/2
- Cause	Marion fall
Adalia Aleman	Robert Brian Teller Attorney
The second secon	Surety FEDERAL INSURANCE COMPANY
Witness:	0 1 - 110 -0
2111	( Welissa linde
Cindy Walsh, Witness	Melissa J. Hinde, Attorney-in-Fact
Circly vidisity vittless	

ADALIA ALEMAN Notary Public, State of Texas Comm. Expires 02-20-2027 Notary ID 134209890



### Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of May, 2021.

Dawn M. Chlores

Dawn M. Chloros, Assistant Secretary



















STATE OF NEW JERSEY County of Hunterdon

SS.

On this 14th day of May, 2021, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2024

ADELAAR
NEW JERSEY
886
July 16, 2024

Authorize Public
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- [4] Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd day of May, 2023



Dawn. Chieres

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

### FEDERAL INSURANCE COMPANY

### STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2022

(in thousands)

### ASSETS

### LIABILITIES AND SURPLUS TO POLICYHOLDERS

Cash and Short Term Investments United States Government, State and Municipal Bonds Other Bonds Stocks Other Invested Assets	\$ 123,147 3,769,695 5,964,508 245,498 1,979,194	Outstanding Losses and Loss Expenses Reinsurance Payable on Losses and Expenses Unearned Premiums Ceded Reinsurance Premiums Payable Other Liabilities	\$ 9,263,034 1,723,796 2,632,590 380,182 471,528
TOTAL INVESTMENTS	12,082,042	TOTAL LIABILITIES	14,471,130
Investments in Affiliates Great Northern Ins. Co. Vigilant Ins. Co. Chubb Indemnity Ins. Co. Chubb National Ins. Co. Other Affiliates Premiums Receivable Other Assets	422,405 361,723 185,044 194,379 124,046 1,859,933 3,519,415	Capital Stock Paid-In Surplus Unassigned Funds SURPLUS TO POLICYHOLDERS	20,980 2,711,474 1,545,403 4,277,857
TOTAL ADMITTED ASSETS	\$ 18,748,987	TOTAL LIABILITIES AND SURPLUS	\$ 18,748.987

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,632 were deposited with government authorities as required by law

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022.

Commonwealth of Pennsylvania - Notary Seal Jaime L. Yates, Notary Public

Philadelphia County My commission expires September 19, 2023

Commission number 1357070 Member, Pennsylvania Association of Notaries

JEFFERSON COUNTY REPRINT \*\*\* CUSTOMER RECEIPT \*\*\*

Batch ID:

5/30/23 01 Receipt no: 1823

Type SvcCd Description Amount

1332

E2 ENG. OVERWEIGHT VEH. FEE Qty 1.00 \$500.00

DPW 581

OTHER FEES AND CHAR 11500003412072

CAROL/ ENGINEERING/ OVERWEIGHT

PERMIT

Tender detail

CK CHECK Total tendered:

Total payment:

\$500.00

\$500.00 \$500.00

Trans date: 5/30/23 Time: 8:30:41

PLEASE KEEP THIS RECEIPT!

Permit No.	09-U-23
Precinct No	4

### NOTICE OF PROPOSED PLACEMENT OF PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN JEFFERSON COUNTY RIGHT-OF-WAY (2003 REVISION)

Date: <u>5/22/2023</u>
HONORABLE COMMISSIONERS' COURT JEFFERSON COUNTY BEAUMONT, TEXAS 77701
Gentlemen:
Fiberlight
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of  Fiber optic conduit along E Clubb Road  , location of which is fully described
follows:
pages of drawings attached.
Construction will begin on or after June 22 2 0 23
It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on May 30, 2023 and all subsequent revisions thereof to date.
Company Eagle Eye Permitting & Design, LLC
By Lisa Pacheco
Title Permit Coordinator
Address 17617 Cypress Rosaehill Rd
Telephone 979-900-2888
Fax No.

### FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to a	pplication.
2. Corporation/Person product is to be purchased from/deliver	red to:
Enclosed, please find the required application fee:	
road crossing @ \$100.00	<sub>\$</sub> N/A
miles parallel @ \$150.00/mile or fraction	_ <u>\$</u> N/A
TOTAL	<sub>\$</sub> N/A

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

### ENGINEERING ACTION FORM

The minimum standard bond required is \$N/A

County Engineer

05/30/2023

Date

### COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$N/A\$.

Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By\_

County Judge

ATTEST

DATE 6/16/2023

**REV 2020** 

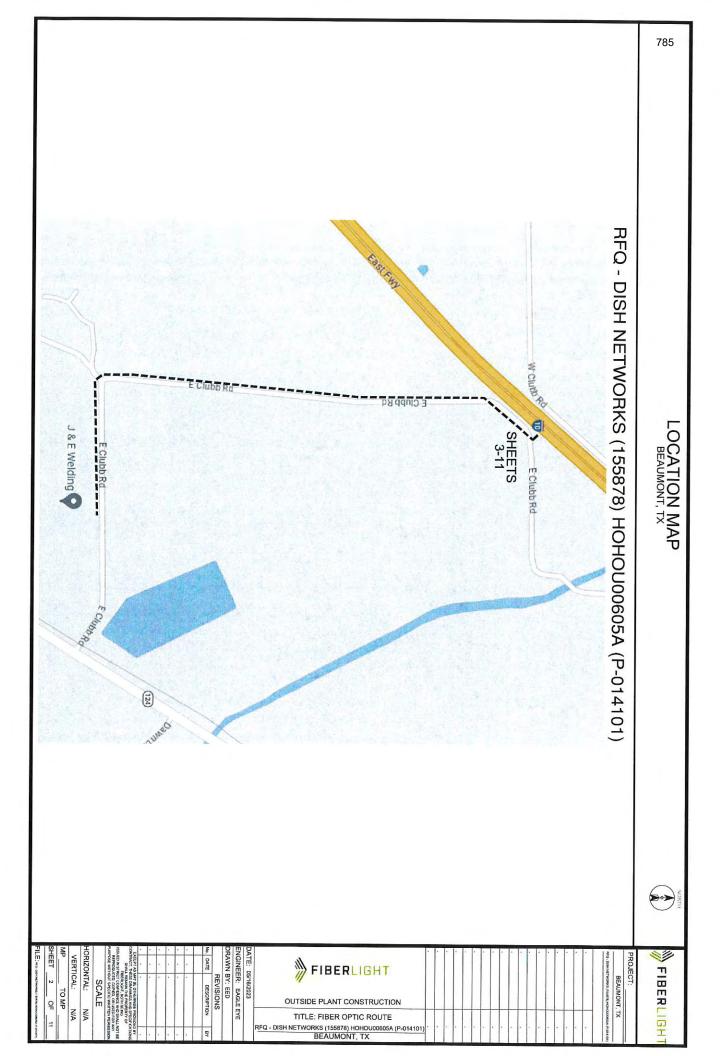


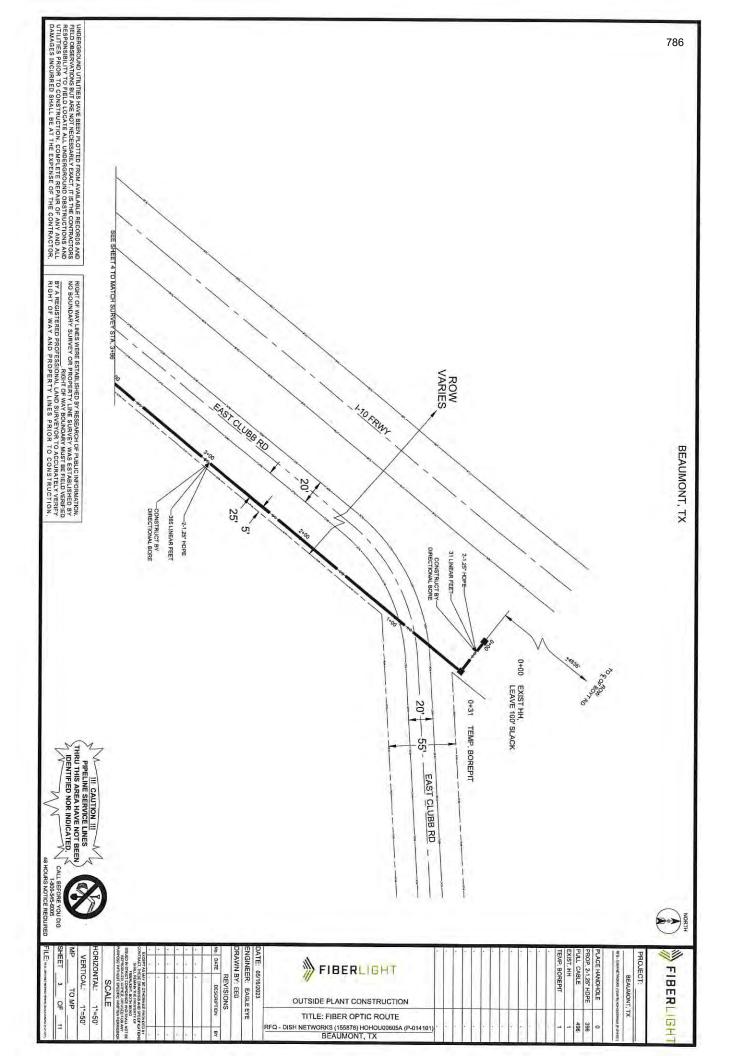
# OUTSIDE PLANT CONSTRUCTION FIBER OPTIC CABLE ROUTE

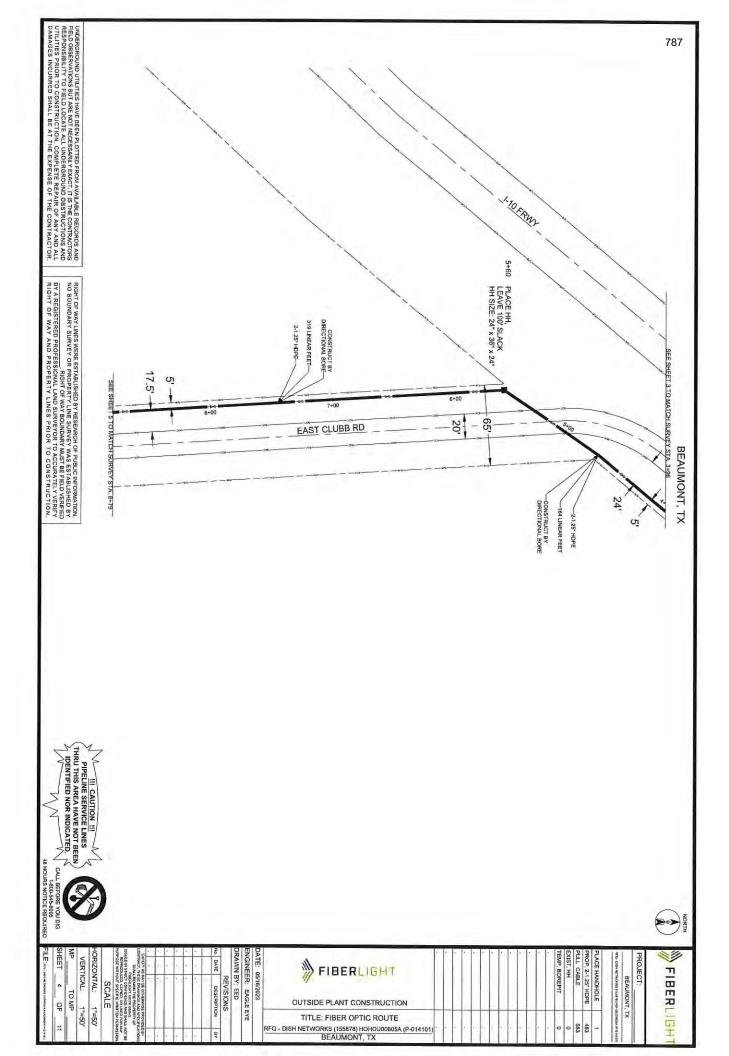
# RFQ - DISH NETWORKS (155878) HOHOU00605A (P-014101) BEAUMONT, TX

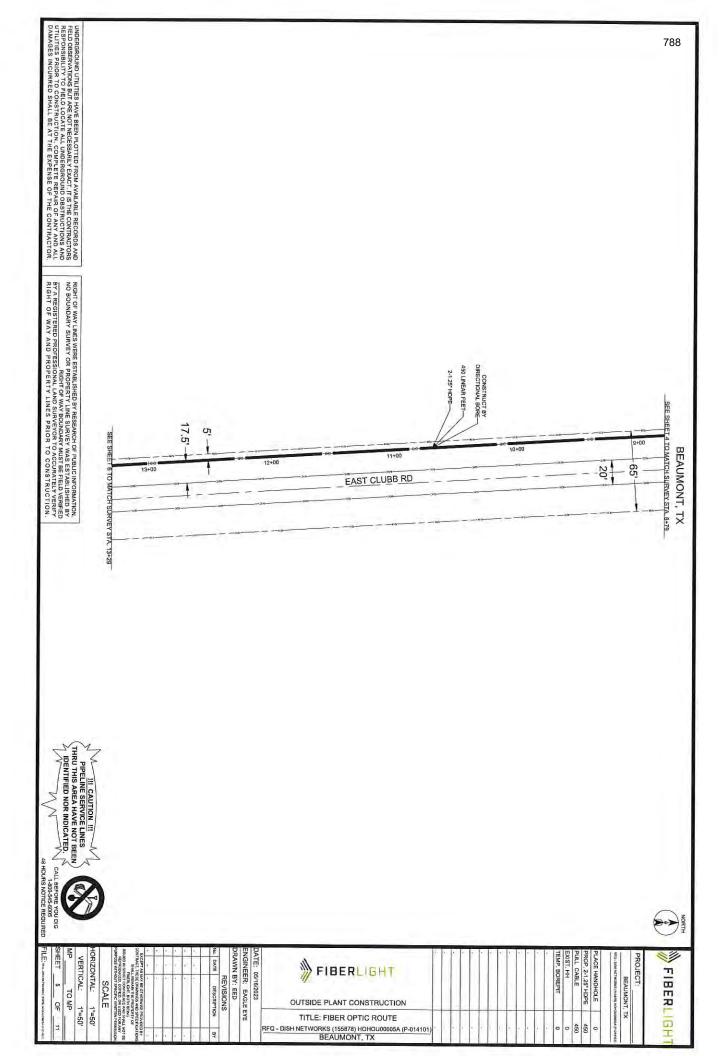
PROJECT STATUS: JEFFERSON COUNTY

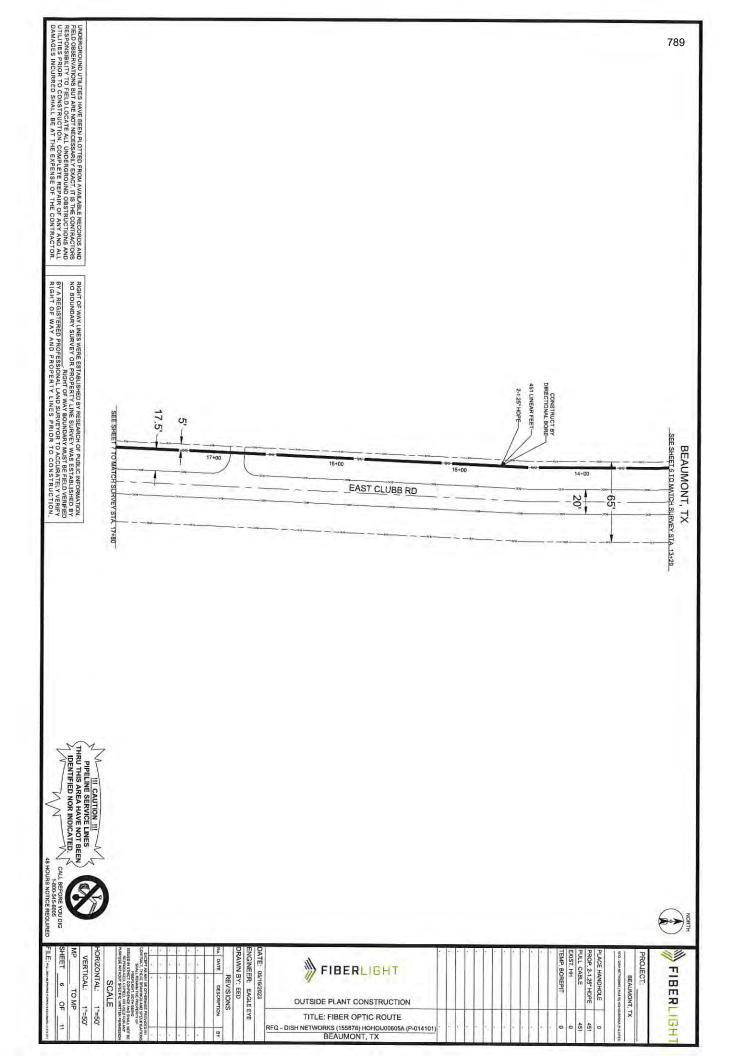


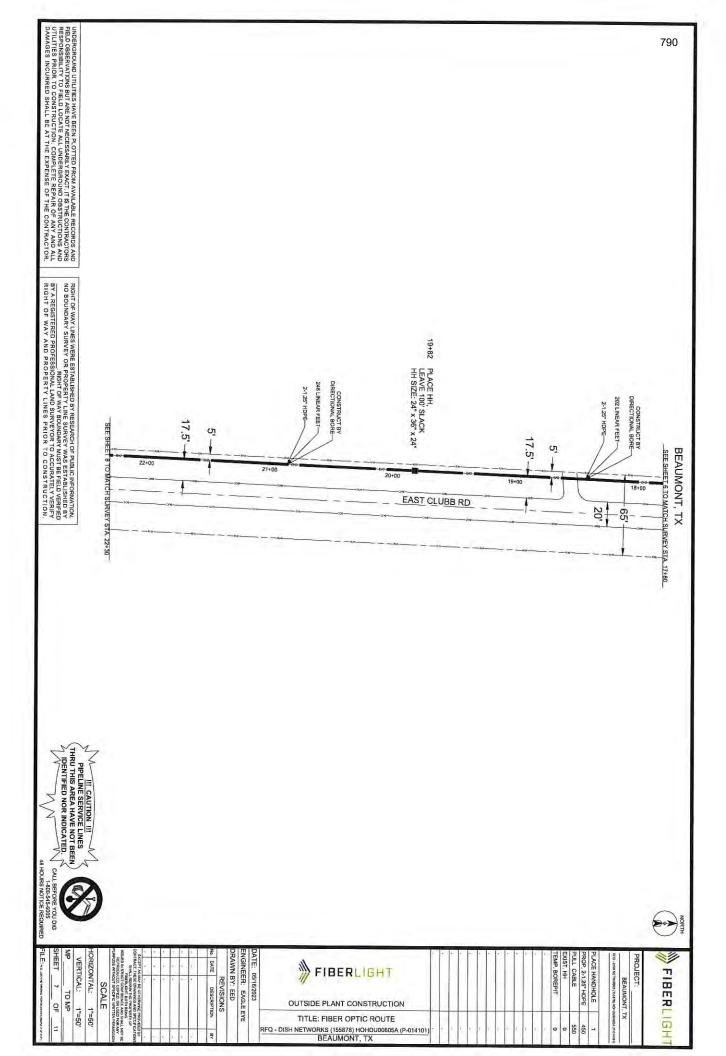


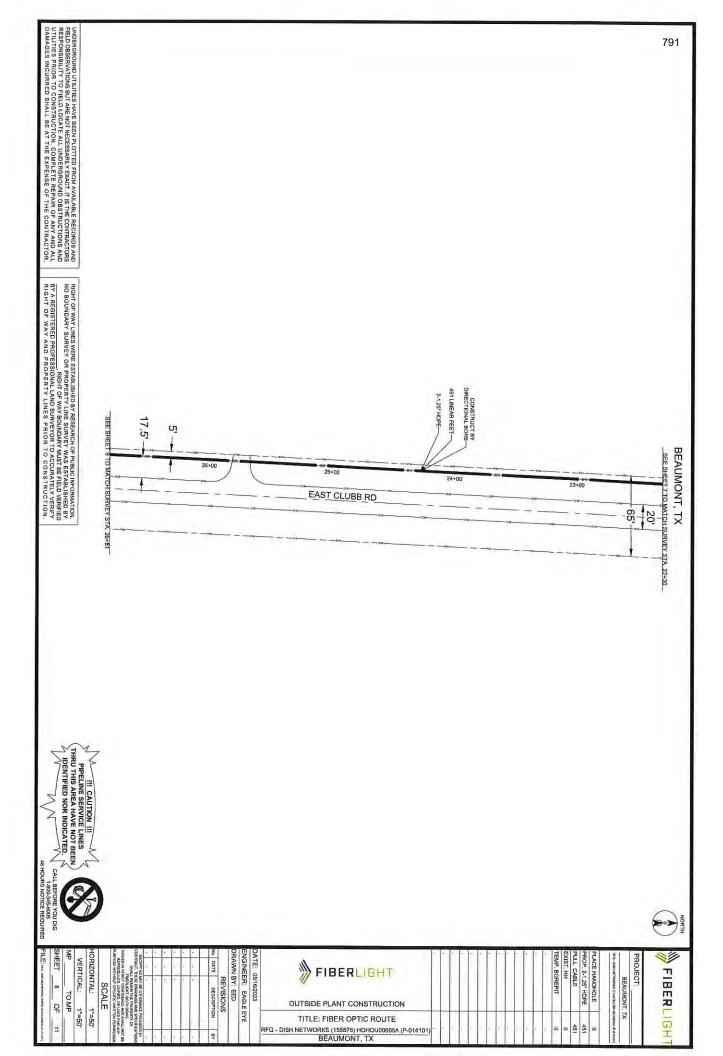


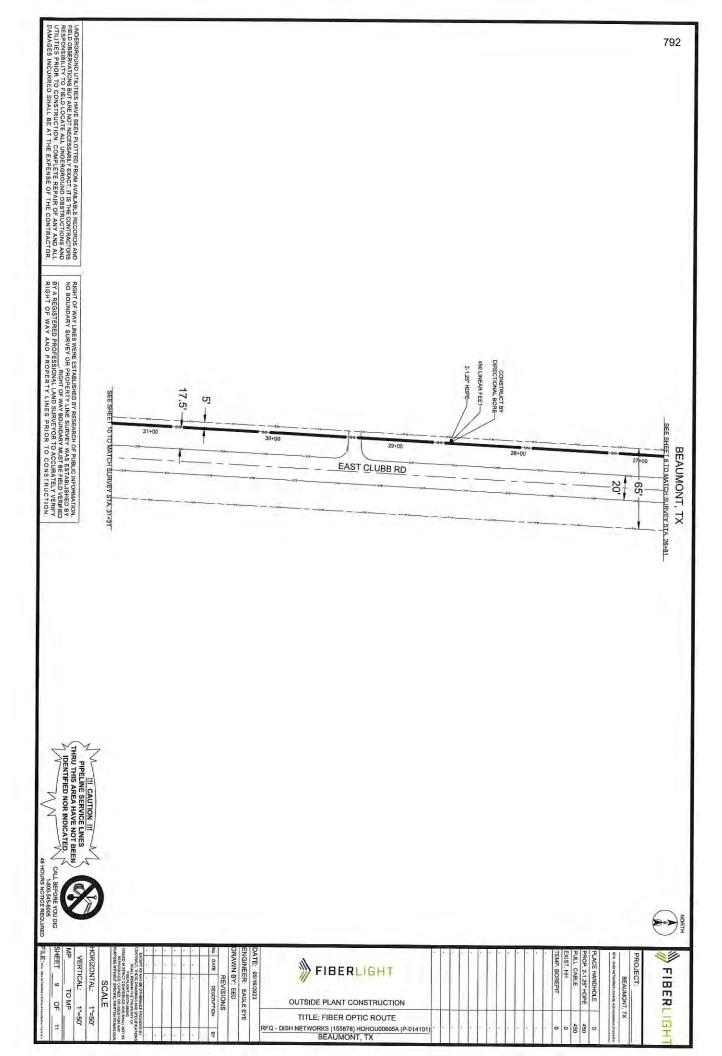


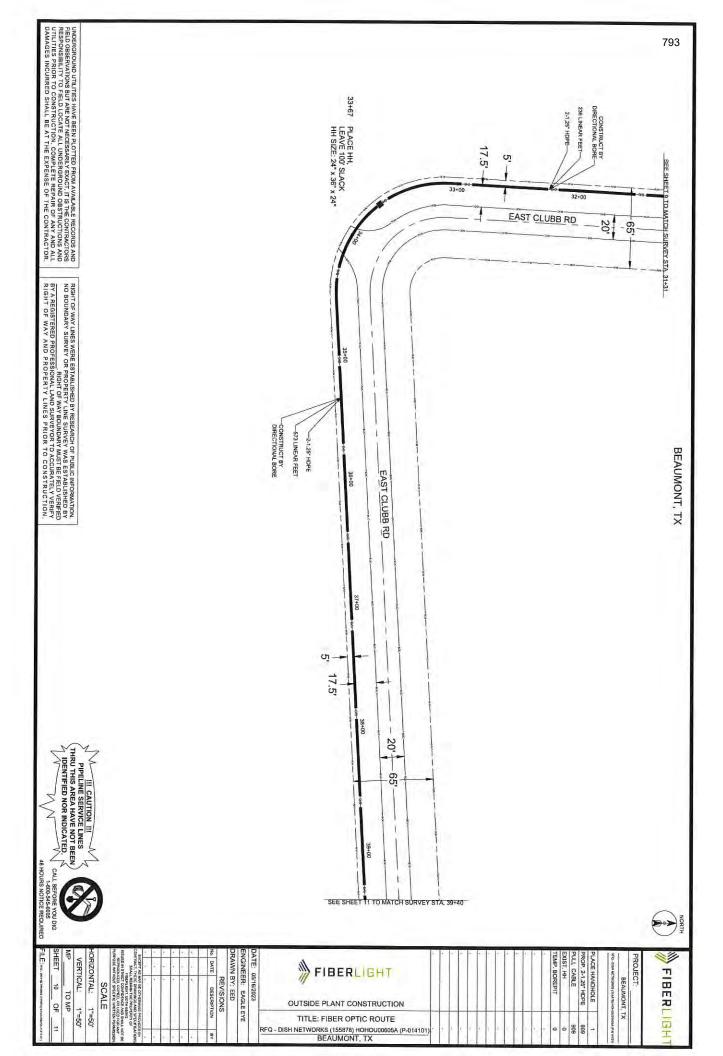




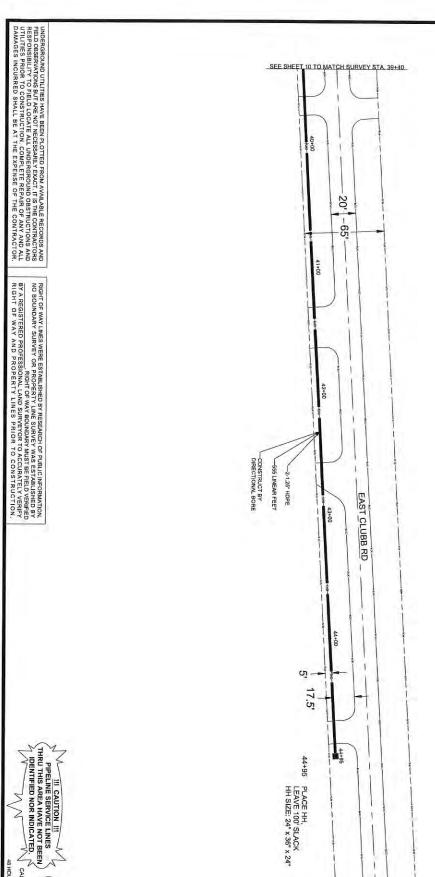








794



NORTH

FIBERLIGHT

BEAUMONT, TX

DATE: 05/16/2023
ENGINEER: EAGLE EYE
DRAWN BY: EED SHEET PLACE HANDHOLE
PROP. 2-1.25" HDPE
PULL CABLE
EXIST. HH HORIZONTAL: TEMP. BOREPIT VERTICAL: PROJECT: FIBERLIGHT DATE DESCRIPTION BEAUMONT, TX 11 OF 11 REVISIONS SCALE TOMP OUTSIDE PLANT CONSTRUCTION 1"=50" 1"=50" TITLE: FIBER OPTIC ROUTE RFQ - DISH NETWORKS (155878) HOHOU00605A (P-014101 BEAUMONT, TX 555



### JEFFERSON COUNTY SHERIFF'S OFFICE

### Zena Stephens, Sheriff

1001 Pearl Street, Suite 103 Beaumont, TX 77701 (409) 835-8411

Donta Miller

Chief of Law Enforcement Donta.Miller@jeffcotx.us

John Shauberger Chief of Corrections John.Shauberger@jeffcotx.us

DATE: May 31, 2022

TO:

Judge Jeff Branick

Commissioner Vernon Pierce Commissioner Cary Erickson Commissioner Michael Sinegal Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Out-of-state travel for training

Consider and possibly approve out-of-state travel for Stanly Shipper, Jerry Lowe, Dylan Leischau and Brian Barbour to Orlando Florida on July 19, 2023 to July 22, 2023 for the Airborne Public Safety Association Conference. The conference and travel will be paid from the Sheriff Office travel budget.

Chief Donta Miller

Jefferson County Sheriff Office Law Enforcement Division



# JEFFERSON COUNTY SHERIFF'S OFFICE Zena Stephens, Sheriff

1001 Pearl Street, Suite 103 Beaumont, TX 77701 (409) 835-8411

Donta Miller

Chief of Law Enforcement Donta.Miller@jeffcotx.us

John Shauberger Chief of Corrections John.Shauberger@jeffcotx.us

### AVIATION

## Compliance with OUT OF STATE TRAVEL POLICY

Stanley Shipper, Jerry Lowe, Dylan Lischau and Brian Barbour in attendance of the:

Airborne Public Safety Association Conference. July 19, 2023 to July 22, 2023 Orlando, Florida

- 1. It is not included in the yearly budget. All expenses will be covered by the Marine Division Budget.
- 2. This training directly impacts the employee's ability to perform airborne job duties.
- 3. The benefit is worth the cost of the employee's time away from the Sheriff's Department because the training is directly related to Airborne Safety for operating the Helicopter.
- 4. No this training opportunity is not available in Texas