

Notice of Meeting and Agenda
June 13, 2023

Regular, 6/13/2023 10:30:00 AM

BE IT REMEMBERED that on June 13, 2023, there was begun and holden a REGULAR 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 (ABSENT)

Laurie Leister, Chief Deputy County Clerk

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

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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 13, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **13th** 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 **Regular** 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:

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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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 23-039/MR) Used Haul Trucks for Jefferson County Precinct 1 and Precinct 3, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 10 - 67

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (b). 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 68 - 436

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file Job Order Contract (JOC 23-040/MR) with Preferred Facilities Group USA for Annex II Roof Replacement in the amount of \$265,567.22; in accordance with Buyboard Contract 581-19.

SEE ATTACHMENTS ON PAGES 437 - 438

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 439 - 441

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

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COUNTY AUDITOR:

- (a). Consider and approve budget transfer-Road & Bridge Pct. 4-additional cost for repairs

SEE ATTACHMENTS ON PAGES 442 - 442

114-0405-431-4018	ROAD MACHINERY	\$16,000.00	
114-0402-431-3079	CRUSHED STONE		\$16,000.00

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (b). Consider and approve Field Agreement among US Department of Agriculture, Texas A&M Agrilife Extension and Jefferson County for Wildlife Damage Management Activities effective October 01, 2023. New cost per month will be \$3,200.

SEE ATTACHMENTS ON PAGES 443 - 443

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (c). Receive and file subrecipient agreement for American Recue Plan Act Coronavirus State and Local Fiscal Recovery Funds with West Jefferson County Municipal Water District.

SEE ATTACHMENTS ON PAGES 444 - 453

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (d). Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Meeker Municipal Water District.

SEE ATTACHMENTS ON PAGES 454 - 463

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

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- (e).Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with City of Nome.

SEE ATTACHMENTS ON PAGES 464 - 473

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (f).Consider and approve re-allocation of unspent capital budgeted items of \$121,472 for Ford Park and increase transfer to subsidy for operations.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (g).Regular County Bills – check #507011 through check #507268.

SEE ATTACHMENTS ON PAGES 474 - 482

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve the appointment of Ed Kestler to the Jefferson County Tourism Committee to replace Keith Neal who resigned.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

- (b).Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur for an unsafe structure located at 1828 E. 15th St., Port Arthur, Texas

SEE ATTACHMENTS ON PAGES 483 - 483

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Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (c).Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur for an unsafe structure located at 3122 Ozark Ave., Port Arthur, Texas

SEE ATTACHMENTS ON PAGES 484 - 484

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Overweight Vehicle Permit 03-OW-23 and Road Use Agreement to Duphil Inc., for the purpose of pipeline construction and hauling of materials along Jefferson County roads. This project is located in Precincts #2 and #4.

SEE ATTACHMENTS ON PAGES 485 - 498

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (b).Execute, receive and file Utility Permit 08-U-23 to AT&T Communications for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic conduit along Jefferson County roads. This project is located in Precinct #2.

SEE ATTACHMENTS ON PAGES 499 - 517

Action: TABLED

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.

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Jeff R. Branick
County Judge

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Regular, June 13, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 13, 2023.



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 Invitation for Bids

June 13, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-039/MR) Used Haul Trucks for Jefferson County Precinct 1 and Precinct 3, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.** 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.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Used Haul Trucks for Jefferson County Precinct 1 and Precinct 3, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

BID NUMBER: (IFB 23-039/MR)

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, June 28, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deb Clark, Purchasing Agent at 409-835-8593 or via email at: 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 bid in accordance with the terms and conditions stated in this bid.

Bidders 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 L. Clark, Purchasing Agent
 Jefferson County, Texas

<p>PUBLISH: Beaumont Enterprise & Port Arthur News: June 14, 2023 & June 21, 2023 The Examiner: June 15, 2023</p>
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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid 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.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder’s bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which 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 service within the proper amount of time, and/or to properly perform any and all services required 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. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

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 IFB 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 IFB, 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 IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. 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.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. 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, this Acceptance of Offer 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 this Acceptance of Offer 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 Acceptance of Offer, 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.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder'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 bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

**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**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	<p>2 CFR 200.216</p>

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <ol style="list-style-type: none"> (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. 	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p>	Texas Government Code 2271.002

	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

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.

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

Date

REQUIRED FORM
Bidder: Please complete this form
and include with bid 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. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/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, 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

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

CIVIL RIGHTS COMPLIANCE PROVISIONS

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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

**Bidder: Please complete this form
and include with bid submission.**

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid 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.

Bids 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

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, June 28, 2023.

Bids 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 will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid 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.

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 has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders 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 IFB 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 IFB and urgent County requirements preclude amendment to the IFB, 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deb Clark, Purchasing Agent** at: deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, June 22, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** 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: <https://www.sam.gov>

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 *initially* 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) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 with bid submission.

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

A sample of a completed FORM 1295 is included on **PAGE 30**.

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.”

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295							
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.		OFFICE USE ONLY							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE									
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.								
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.								
5 Check only if there is <u>NO</u> Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>									
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>									
ADD ADDITIONAL PAGES AS NECESSARY									

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
 Attention: Accounts Payable
 1149 Pearl Street, 7th floor
 Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 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

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 **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.
- 11.1.2 **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.
- 11.1.3 **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.

- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 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
 - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
- 11.9.2 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.
- 11.9.3 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.
- 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
- 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 11.9.6 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
- 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid 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 Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

Bid Number & Name: (IFB 23-09/MR) Used Haul Trucks for Jefferson County Precinct 1 and Precinct 3

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deb Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-039/MR.

4.1 Scope of Project:

Jefferson County is soliciting bids for used haul trucks. The trucks furnished under this Specification shall be used and shall be of good quality workmanship and material. All units offered under this Specification shall meet or exceed the Required Features specified below.

4.2 Approved Equivalent Items: The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

4.3 Minimum Requirements: A copy of the manufacturer specifications, vehicle description including Vehicle Identification Number (VIN), year, make, model, mileage and full warranty terms must be included with the bid submission.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The unit shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the unit made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The unit shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have a Texas Dealer General Distinguishing Number per Texas Transportation Code Section 503.201. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. Each vehicle shall have a "Buyer's tag" affixed to it when required by law.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

Specifications:**1. Haul Truck – Freightliner Tandem Axel Day Cab Truck or Approved Equivalent:**

Engine	DD13
Engine Brake	Yes
Transmission	Manual
Suspension	Air
Fifth Wheel	Yes
Doors	2
Cab	Day Cab
Equipment	Standard
Fuel	Diesel

2. Haul Truck – Freightliner Tandem Axel Day Cab Truck or Approved Equivalent:

Engine	DD13
Engine Brake	Yes
Transmission	Automatic
Suspension	Air
Fifth Wheel	Yes
Doors	2
Cab	Day Cab
Equipment	Standard
Fuel	Diesel

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Used Haul Truck.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-039/MR, Contract for Used Haul Truck. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BID FORM

Texas Dealer Distinguishing Number: _____

Item No.	Item Description	Bid Price	Make, Model, VIN	Projected Delivery Time from Date of Purchase
1	Haul Truck – Freightliner Tandem Axel Day Cab Truck (Manual Transmission) or Approved Equivalent			
Proposed Equivalent Item 1 Description:				
2	Haul Truck – Freightliner Tandem Axel Day Cab Truck (Automatic Transmission) or Approved Equivalent			
Proposed Equivalent Item 2 Description:				

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: 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
Bidder: Please complete this form and include with bid 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 Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?**Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid 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 Invitation for Bid, Conditions of Bidding, 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 bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder 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 bid or not to bid thereon.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

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

**Bidder: Please complete this form
and include with bid submission.**

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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 that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center"><small>(attach additional forms as necessary)</small></p>	
6	<p>AFFIDAVIT</p> <p align="center"><small>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</small></p> <p align="center">_____</p> <p align="center"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ <small>Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</small></p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

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. 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 participation of the planned work to be subcontracted?
- 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 contact 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 No 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.**

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative 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/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

 Yes NoPrime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.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: _____

REQUIRED FORM**Bidder: Please complete this form
and include with bid submission.**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

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 & Procurement Comm. [] Jefferson County [] Tx Unified Certification Prog.

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: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: [] Tx. Bldg & Procurement Comm. [] Jefferson County [] Tx Unified Certification Prog.

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: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION 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: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

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: _____
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: _____

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: _____

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION 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: _____

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: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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 Bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” 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 Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, 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**

* 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

Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name) _____ (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
- 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.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid 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.

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

Notary Public in and for
the State of _____

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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 Health 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 Health 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 Ill 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

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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
5. **EXHIBIT C:** Contractor's response: JEFFERSON COUNTY RFP#22-039/MR Inmate Health 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**

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

- 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.

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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., 7th 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

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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.
 - 1. 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,

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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

RFP 22-039/MR INMATE HEALTH CARE SERVICES FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

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:

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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.

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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.

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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

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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.

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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

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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

- 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.

- 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-

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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.

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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.

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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.

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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

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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

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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 this 13th day of June, 2023.

JEFFERSON COUNTY, TEXAS

JEFF BRANICK, County Judge

JEFFERSON COUNTY SHERIFF

ZENA STEPHENS, SHERIFF

THE CONTRACTOR:

Todd Murphy, Co-Founder and President

Date: June 1, 2023

ATTEST:

Roxanne Acosta Hellberg, County Clerk
LAURIE LELSTER
CHIEF DEPUTY COUNTY CLERK

Date: JUNE 13, 2023



RFP 22-039/MR Inmate Health Care Services For Jefferson County Correctional Facility

**EXHIBIT A
SCOPE OF SERVICES**

In reference to RFP 22-039/MR Inmate Health 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.

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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 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.
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

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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: 1.) 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,

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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

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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,

RFP 22-039/MR Inmate Health Care Services For Jefferson County Correctional Facility

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:

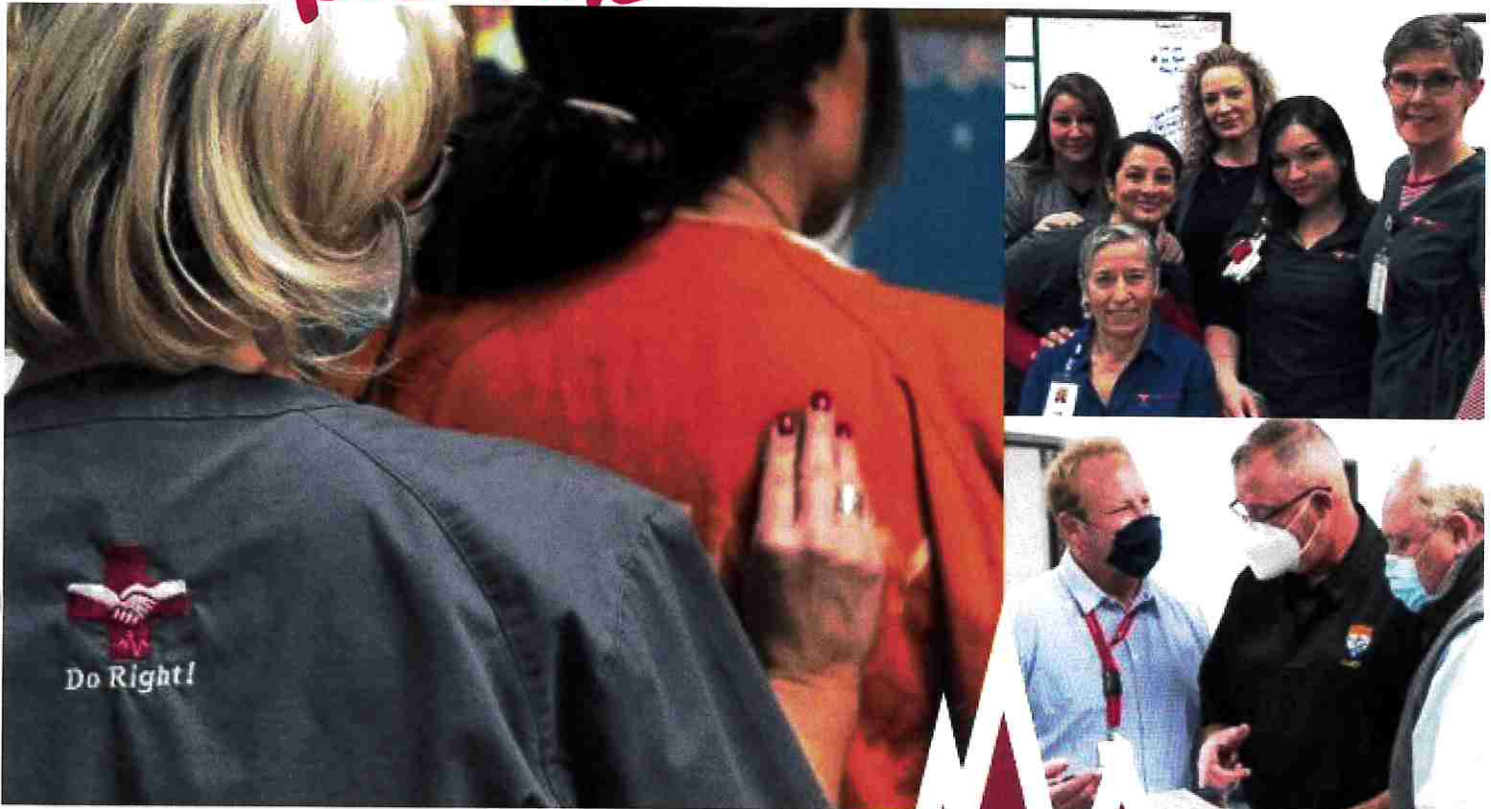
Jefferson County Correctional Facility Staffing Coverage Model									
Based on 24/7 On-Site Coverage									
850 ADP									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
DAY SHIFT									
RN/HSA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN/DON		8.00	8.00	8.00	8.00	8.00		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	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-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	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
EVENING SHIFT									
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/Booking) 7PM-	12.00	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	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
NIGHT SHIFT									
MHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MEDICAL AND MENTAL HEALTH PROVIDERS									
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
Total with Relief Factor & Overtime								1962.72	49.07



ORIGINAL

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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

JAH/2/20

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 2nd 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 be 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 of 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 30th, 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 Harrington, 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,

A handwritten signature in blue ink that reads "Todd Murphy".

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:

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 Summary	In this three (3) page Executive Summary, CorrHealth expands on several 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 Information	CorrHealth's corporate identifying information follows the Executive Summary in the document.
e. Offeror Personnel and Organization	In our proposal, CorrHealth provides a detailed corporate organizational chart along with the biographies and experience for each of our leaders and for key team members involved in our program at Jefferson County.
f. Project Requirements	In our proposal, CorrHealth proudly provides our program and service delivery for each of Jefferson County's requirements. CorrHealth welcomes the opportunity to clarify any response.
g. Cost Proposal Appendix of RFP	CorrHealth has supplied our cost-plus pricing as requested. We have also provided a fully transparent cost sheet and summary which details our cost breakdown.
h. Other information that may be helpful in the evaluation	CorrHealth understands Jefferson County, we understand your concerns and we understand you unique and evolving needs. Our partnership with Jefferson 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.





Jefferson County's RFP# 22-039/MR Specific to "Inmate Health Care Services for Jefferson County Correctional Facility"

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.
 
- ✓ **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, 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 inmate 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 in-person 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.



✓ **CorrHealth is an agent of positive change in the inmate healthcare industry.** With our core leadership's two (2) decades in the correctional healthcare industry, we knew our team members and our county partners deserved so much better than the detached status quo by which most providers operate and support, so we had the unique vision, we conceived, and "took the leap" to launch CorrHealth and we did so to be an agent of positive change and to be very different from any other provider in the industry. Our differentiators begin with our being privately held, which empowers our team members and our county partners. It includes our commitment to delivering true and unfiltered transparency into our financials, our operations, our business practices, and in all aspects of our partnership. It includes our being focused on a territory of just four (4) contiguous states of Texas, New Mexico, Colorado, and Wyoming, which ensures we're focused and never far away should we need "boots on the ground" in a matter of hours.



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"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 Shauburger, 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:

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

a. Name & Address of Business Entity	CorrHealth, LLC. 6303 Goliad Avenue Dallas, Texas 75214
b. Type of Business Entity	Limited Liability Company (LLC)
c. Place of Incorporation	State of Texas. CorrHealth is incorporated, registered, and based in Texas. We're exponentially proud of the fact that we are the only inmate healthcare provider which is based and served from Texas. We are the only Texas-based organization who will be responding to Jefferson County's RFP.
d. Name & Location of Major Offices	<p>Corporate Office: CorrHealth, LLC. 6303 Goliad Avenue Dallas, Texas 75214</p> <p>CorrHealth's leadership are located in the following cities:</p> <ul style="list-style-type: none"> • Dallas, Texas • Albuquerque, New Mexico • Ft. Collins, Colorado
e. Offeror's Principal Contact Person	<p>Co-Founder & President Todd Murphy 6303 Goliad Avenue Dallas, TX 75214 Phone: (214) 563-8224 Fax: (719) 375-8351</p>



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<p>f. Offeror's Federal Employer Identification Number</p> <p>Jefferson County Vendor Number</p> <p>Jefferson County Business License Number, If Any;</p>	<p>EIN#: 82-1288341</p> <p>N/A</p> <p>N/A</p>
<p>g. Addresses of Member, Partner, & Employee of the Offeror</p>	<p>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.</p>
<p>Co-Founder & President Todd Murphy Dallas, TX 75214</p>	<p>Co-Founder & President of Operations Victor Hutchinson Broken Arrow, OK 74014</p>
<p>Chief Medical Officer (CMO) Nicholas Longnecker, MD, CCHP Northlake, TX 76226</p>	<p>Director of Operations & Mental Health Mary Zold, LCSW, CCHP Albuquerque, NM 87124</p>
<p>General Counsel Robert Davis Tyler, TX 75701</p>	<p>Director of Risk Management Tim Hammond, CCHP Fort Collins, CO 80525</p>
<p>Director of Finance and Reporting Krista Rogers Bells, TX 75482</p>	<p>Director of HR and Recruiting Kim Caldwell Albuquerque, NM 87111</p>
<p>h. Offeror's Financial Stability</p>	<p>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.</p> <p>Our founders hold the financial responsibility of the company and have secured financial references from their banking institutions.</p>

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 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



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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

CorrHealth's Nurse Practitioner/Physician Assistant works in collaboration with a physician to plan and evaluate



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 Shauburger, 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



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- ✓ 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.

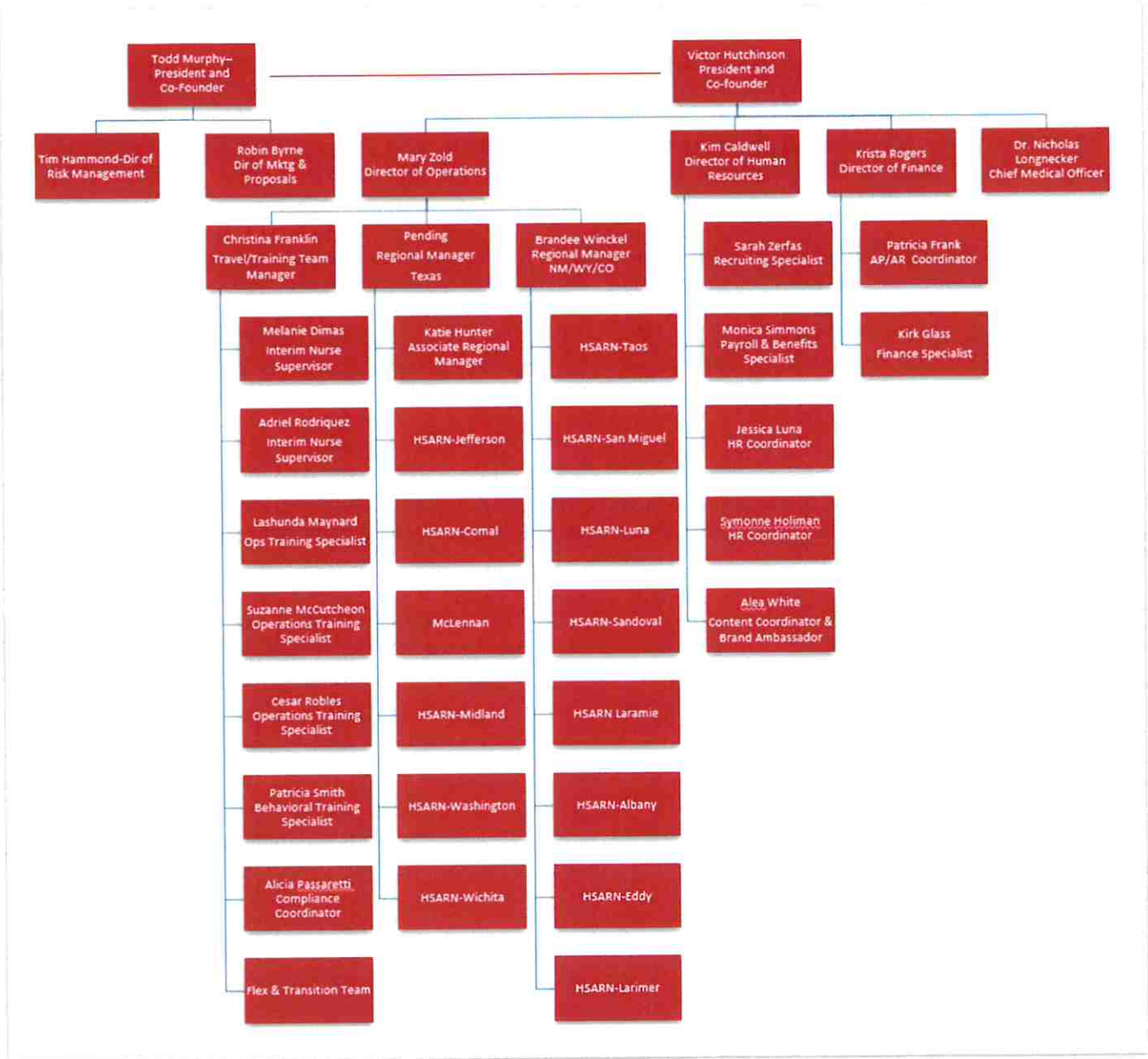
To our knowledge, CorrHealth has never, nor currently, had any team member related through blood or marriage with any employee working for Jefferson County.

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.

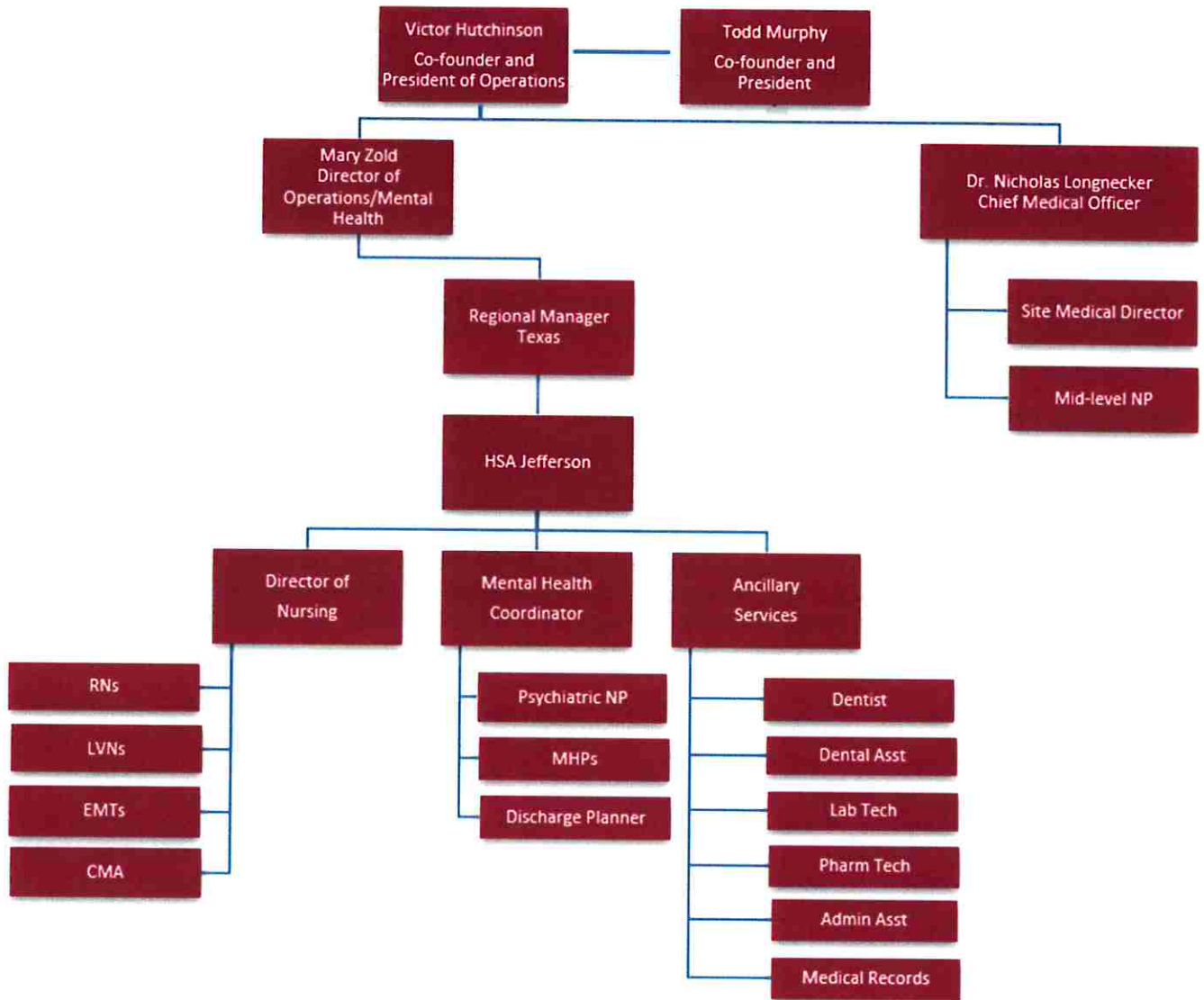


CorrHealth's Corporate Organizational Chart





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:



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- ✓ 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

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.

Current Contractor: 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 chooses 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)
-
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.



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CorrHealth understands, agrees, and will comply with this requirement. CorrHealth appreciates Jefferson County providing all cleaning and maintenance materials, bedding and clothing for infirmity 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 infirmity beds, infirmity 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.

- 3. 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.

- 5. 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



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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.

- 1. 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 Shauburger, 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 Shauburger, 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 Shauburger, 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 Shauburger, 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 Shauburger, 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.



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- 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 Shauburger, Major Guillory and or their designee(s) on a monthly basis. CorrHealth's RN/Health Services Administrator (HSA), Chief Shauburger 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 Shauburger, Major Guillory and, or their designee(s) 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.**

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 3rd 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.



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CorrHealth has established a strong and trusted partnership with a proven 3rd 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 3rd 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 3rd 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,



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- ✓ 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,



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- ✓ 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 Shauburger, 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.

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.**

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



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retained. CorrHealth's RN/HSA will coordinate and work closely with Sheriff Stephens, Chief Shauberg, 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.



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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 Shaubberger, 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 Shaubberger, 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.



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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 Shaubarger, Major Guillory and or their designee(s) office. CorrHealth agrees employment and subcontractor files shall be made available to Chief Shaubarger and Major Guillory and or their designee(s) 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.**

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



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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 Shauburger, 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 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.**

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



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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 Shauburger, 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 high-performing 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 Zervas, 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



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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.

- a. **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.**



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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 bookings 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 Contractor 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:

- 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.

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.

The Contractor must provide the following dental services on-site:



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- 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,
- 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 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



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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



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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



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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.

i. 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 on-site 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 on-site, 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.



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- ✓ 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.

- b. **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.

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



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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

o. 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



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- 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 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.

- b. **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.

- d. **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.



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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.



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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.



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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 Paramedic or Emergency Medical Technician 1	.60	24
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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.



Alternates (Options): 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

- 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.**

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.

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.**

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 6th, 2018

Contact Persons:

1. John Shauberger, Chief Deputy
Cell: (409) 835-8720
jshauberger@co.jefferson.tx.us
2. 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 9th, 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@mccounty.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 1st, 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 1st, 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 20th, 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 15th, 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:

1. Warden Billy Massingill
Cell: (505) 328-6761
Email: bmassingill@co.eddy.nm.us
2. 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 1st, 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 1st, 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 1st, 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: aapplehands@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 10th, 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.

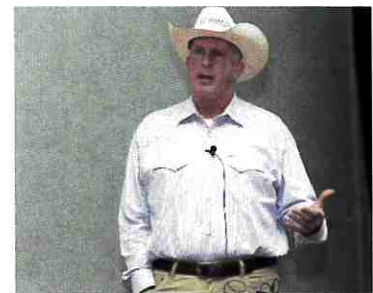
6. Provide a list of all litigation the service provider has been or is currently involved in during the last five years. Include a narrative describing all cases including cases that were settled and the amounts of settlement.

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 Shauburger 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 non-conformity 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 *the right* 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 incurred 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 Shauberg, Chief Deputy
Jefferson County, Texas

Chief Shauberg 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 Shauberg 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 on-site 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 re-offend 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.

- 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.**

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 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.

- 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.**

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.

- 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.**

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 community-based 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 Shauburger, 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)
- f. 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 true-partnership 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 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 AFFILIATIONS

- Texas Medical License
- Affiliate Staff, Christus St. Elizabeth Hospital
- Diplomate, American Board of Family Practice
- American Medical 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 Enforcement
- 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.



Mid Jefferson Extended Care Hospital, Nederland, TX

Director of Nursing Administration, Jun. 2016 – Apr. 2022

Administered executive supervision, exercising independent judgment to select proper 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.

Correct Care Solutions, Smyrna, DE,

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. Served 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 met all 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 to ensure 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 management issues. Coordinate litigation defense. Claims administration with oversight responsibilities involving responses to critical incidents, litigation defense, post litigation reporting, data analysis and 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 Shauberg, 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 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 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 Shauburger, 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



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 well-planned 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.

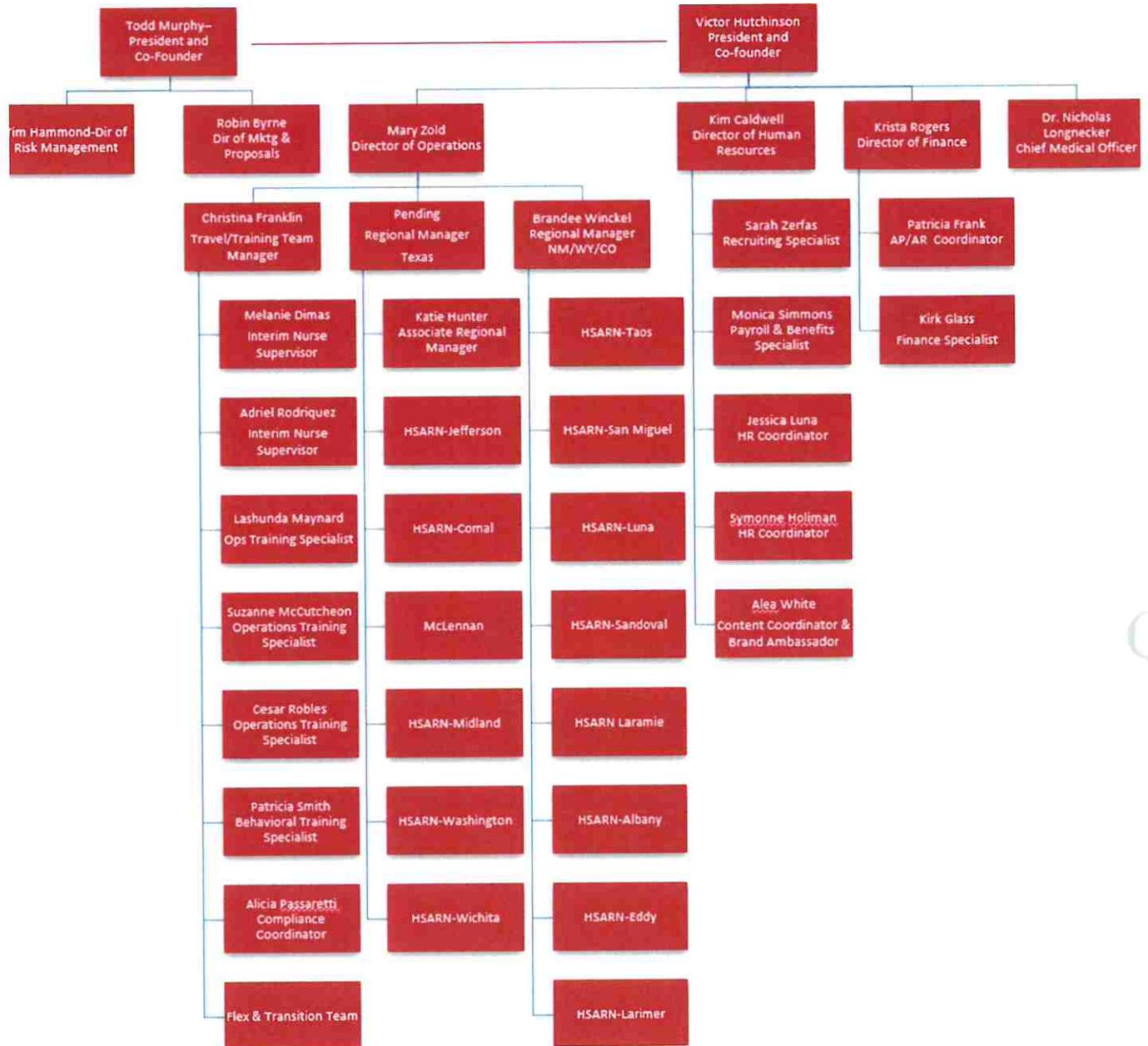
CorrHealth understands, agrees, and will comply with this requirement. CorrHealth agrees to provide any equipment, software, or data communication lines required to complete the work specified in the County's RFP document. CorrHealth also agrees to identify any, and all personnel related through blood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

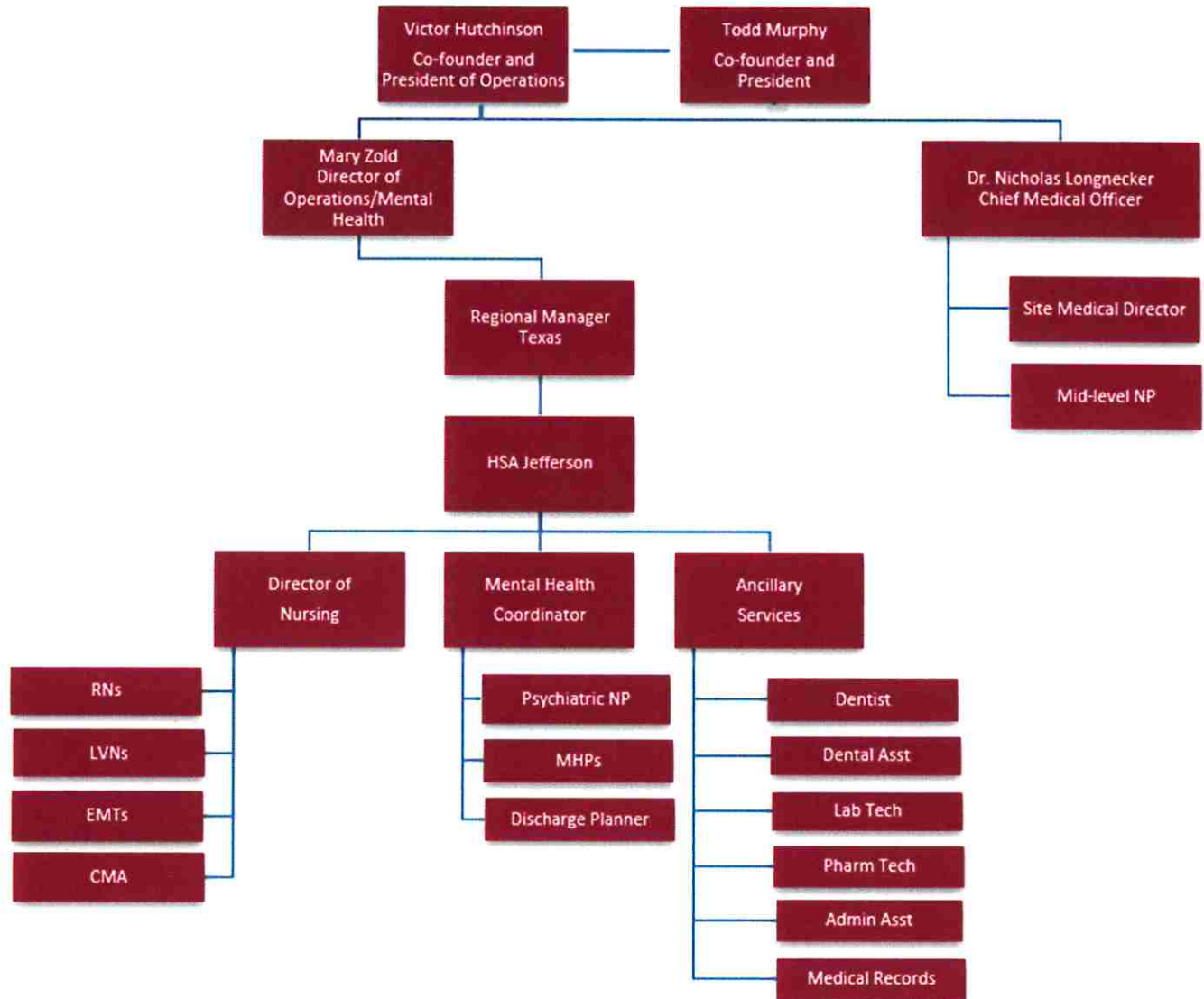


CorrHealth's Corporate Organizational Chart





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 (JBKR) 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 Shauburger, 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 (NCCCHC), 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 provider-partner 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 provider-partner 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 diving-in 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 inmate-patients. 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)

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	Palestine, TX
Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (3)	Waco, TX
Montgomery County Detention Center	Conroe, TX
Kaufman County Detention Center	Kaufman, TX
Smith County Detention Centers (3)	Tyler, TX
Kerr County Detention Center	Kerrville, TX
Bell County Detention Centers (3)	Belton, TX
Ellis County Detention Centers (2)	Waxahachie, TX

New Mexico County Facilities (ADP 5,331)

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
Santa Fe County Detention Centers (2)	Santa Fe, NM
Bernalillo County’s Metro. Det. Center (MDC)	Albuquerque, NM
Otero County Detention Center	Alamogordo, NM



Chaves County Detention Center	Roswell, NM
Curry County Detention Centers (2).....	Clovis, NM
New Mexico Military Institute (NMMI)	Roswell, NM
Roosevelt County Detention Center.....	Portales, NM
Rio Arriba County Detention Center.....	Amarilla, NM
San Juan County Detention Centers (3)	Farmington, NM
Hidalgo County Jail	Lordsburg, NM

Colorado County Facilities (ADP 3,575)

Larimer County Jail	Fort Collins, CO
Jefferson County Detention Center.....	Golden, CO
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	Russellville, AR
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	Sapulpa, OK
Bryan County Jail	Durant, OK
Tulsa County Detention Centers (2).....	Tulsa, OK

Wyoming County Facilities (ADP of 730)

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

Victor.Hutchinson@mycorrhealth.com | 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 (NCCCHC), 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	Beaumont, TX
Collin County Detention Centers (3)	McKinney, TX
Fort Bend County Detention Center	Richmond, TX
Wichita County Detention Centers (2)	Wichita Falls, TX
Midland County Detention Centers (2)	Midland, TX
Comal County Jail	New Braunfels, TX
McLennan County Detention Facilities (3)	Waco, TX
Anderson County Jail	Palestine, TX
Montgomery County Detention Center	Conroe, TX
Kaufman County Detention Center	Kaufman, TX
Smith County Detention Centers (3)	Tyler, TX
Kerr County Detention Center	Kerrville, TX
Bell County Detention Centers (3)	Belton, TX
Ellis County Detention Centers (2)	Waxahachie, TX

New Mexico County Facilities (ADP 5,331)

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
Bernalillo County's Metro. Det. Center (MDC)	Albuquerque, NM
Otero County Detention Center	Alamogordo, NM
Curry County Detention Center (2)	Clovis, NM
New Mexico Military Institute (NMMI)	Roswell, NM
Roosevelt County Detention Center	Portales, NM
Rio Arriba County Detention Center	Amarilla, NM
San Juan County Detention Center (3)	Farmington, NM
Santa Fe County Detention Centers (2)	Santa Fe, NM

Colorado County Facility (ADP 600)

Larimer County Jail	Fort Collins, CO
Douglas County Detention Center	Castle Rock, CO

Arkansas County Facility (ADP 288)

Garland County Detention Centers (2)	Hot Springs, AR
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Georgia County Facility (ADP Capacity 1,201)

Irwin County Detention Center	Ocilla, GA
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Louisiana County Facility (ADP 169)

St. Martin Parrish Jail	Martinville, LA
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Oklahoma County Facilities (ADP Capacity of 4,017)

David L. Moss Crim Justice Center (Tulsa County)	Tulsa, OK
Kay County Detention Center	Newkirk, OK
Osage County Detention Center	Pawhuska, OK



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)..... Midland, TX
- Comal County Jail New Braunfels, TX
- McLennan County Detention Centers (3) Waco, TX
- 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	Palestine, TX
Comal County Jail	New Braunfels, TX
McLennan County Detention Centers (3)	Waco, TX
Bell County Detention Centers (3).....	Belton, TX

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 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
Bernalillo County's Metro Det. Center (MDC).....	Albuquerque, NM
Curry County Detention Centers (2).....	Clovis, NM
Roosevelt County Detention Center.....	Portales, NM
San Juan County Detention Center (3).....	Farmington, NM
Otero County Detention Center.....	Alamogordo, NM
Santa Fe County Detention Centers (2).....	Santa Fe, NM

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

Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2)	Cheyenne, WY
Albany County Jail	Laramie, WY

Arkansas County Facility (ADP 288)

Garland County Detention Centers (2)	Hot Springs, AR
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Arizona Facilities (ADP 30,000)

Kingston Prison (2).....	Kingston, AZ
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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.

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 Correctional Facility Brenham, TX
Hardin County Jail..... 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..... 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



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 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
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
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Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2)	Cheyenne, WY
Albany County Jail.....	Laramie, WY



Sarah Zervas, Recruiting Specialist

Sarah.Zervas@mycorrhealth.com | PH: 505.803.4300 | Albuquerque, NM

Sarah Zervas 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
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Wyoming County Facilities (ADP 800)

Laramie County Detention Centers (2)	Cheyenne, WY
Albany County Jail.....	Laramie, WY



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 Roswell, NM

Colorado County Facilities (500 4,100 ADP)

Larimer County Jail Fort Collins, CO
Weld County Detention Center Greeley, CO
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..... Laramie, WY



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)..... 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 (2)Waco, TX
 Washington County JailBrenham, TX

New Mexico County Facilities (ADP 2,238)

Luna County Detention CenterDeming, NM
 Sandoval County Detention CenterBernalillo, NM
 Taos County Detention CenterTaos, 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 CenterRoswell, 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 JailLaramie, WY



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 9th, 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 15th, 2018, CorrHealth successfully transitioned our team, 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.

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.

3. 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.

5. 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 29th, 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,

1. 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 1st, 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 Padilla, Warden
Cell: (575) 545- 1060
Email: apadilla@co.sanmiguel.nm.us

On August 20th, 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.



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

1. Sheriff Aaron Appelhans
Cell: (207) 760- 0996
Email: aapplehands@co.albany.wy.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 1st, 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.



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 18th, 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

Year 1 Base Proposal _____ (\$ 6,850,750.17)

Year 2 Base Proposal _____ (\$7,193,287.68)

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.)

Option 2

Year 1 Base Proposal _____ (\$7,716,837.27)

Year 2 Base Proposal _____ (\$8,102,679.14)

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.

7.2 Alternates:

The following alternates are offered as part of this proposal:

7.2.1 NONE: N/A

7.2.2 Alternates That Will Not Affect the Price:

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 could force CorrHealth to approach Jefferson County with a pricing change.

1. CorrHealth is proposing a 2nd coverage, staffing, and pricing option as an alternate to the 1st option, which the County provided on pages 40 and 41 of the RFP and required in the County's RFP. The pricing for the 2nd option is different from the 1st 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 (JBRCR) 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 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)

(Handwritten signature: Todd Murphy)

(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**



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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:

Todd Murphy

Signed:

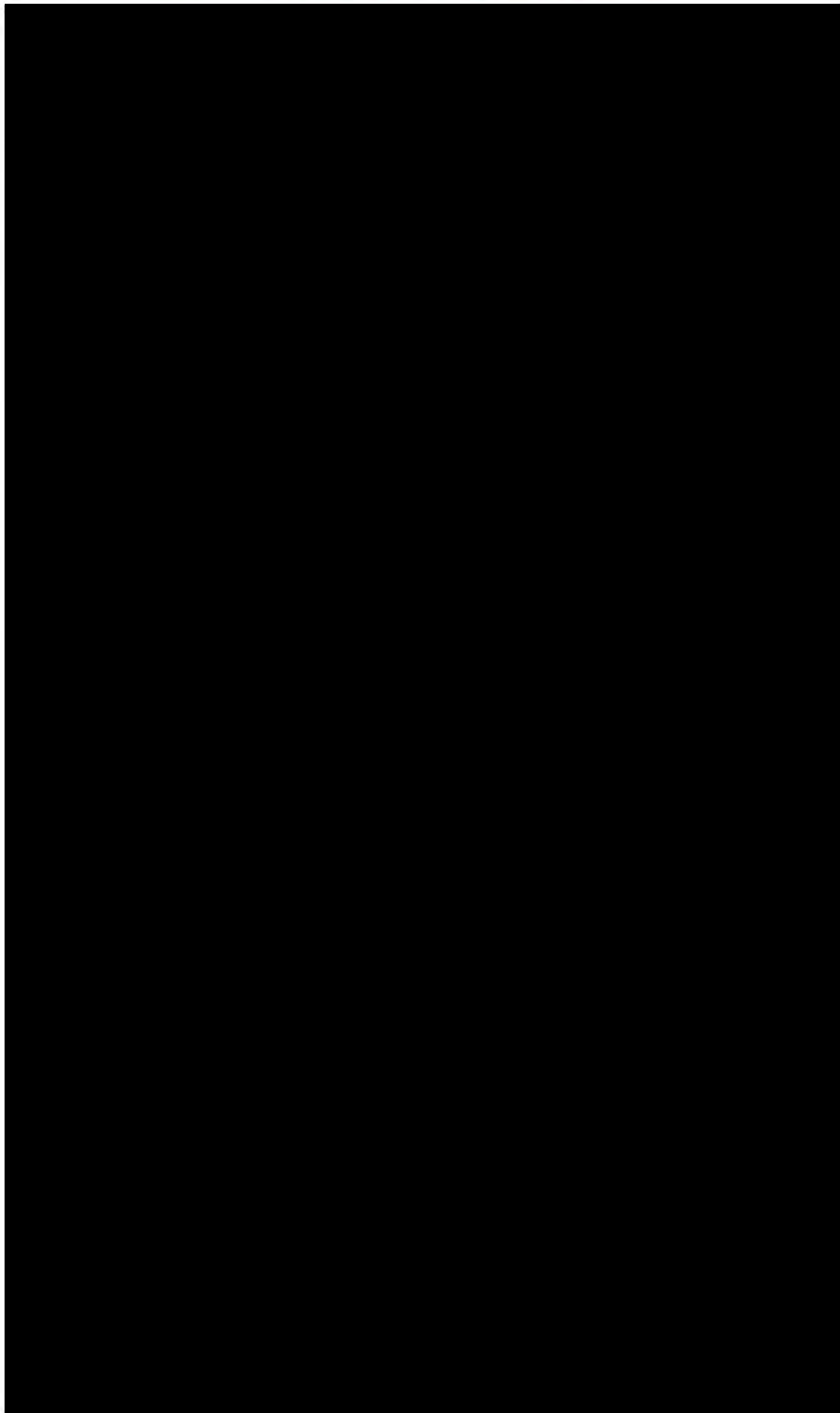
Todd Murphy, Co-Founder and President

(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).



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

OPTION 1 TRANSPARENT PRICING MODEL





Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

OPTION 1 COVERGE AND STAFFING MATRIX

Jefferson County, TX Detention Center Proposed Staffing Plan- Based on 24/7 On-Site Coverage 850 ADP									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
DAY SHIFT									
N/HSA		8.00	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	40.00	1.00
N	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN (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
IHP (Case Coord)		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00
IHP Discharge Planner		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00
IHP 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	4.00	20.00	0.50
dmin Asst		8.00	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	8.00	40.00	1.00
Medical Clerk		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00
EVENING SHIFT									
N	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN - (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
IHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
NIGHT SHIFT									
N	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
vN - (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
IHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MEDICAL AND MENTAL HEALTH PROVIDERS									
Medical Director		4.00		4.00		4.00		12.00	0.30
Medical NP		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Psychiatrist		4.00	4.00	4.00	4.00	4.00		20.00	0.50
dentist (Contracted)		4.00	4.00	4.00	4.00	4.00		20.00	0.50
total								1,336.00	33.40
Relief Factor	9%							120.24	3.01
Overtime	9%							120.24	3.01
total with Relief Factor & Overtime								1576.48	39.41
all pay HSA									
all pay NP									
all pay Psych (on call pay per week)									
total with Call Pay									
aid Time-Off (PTO)									
total with Paid Time Off (PTO)									



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

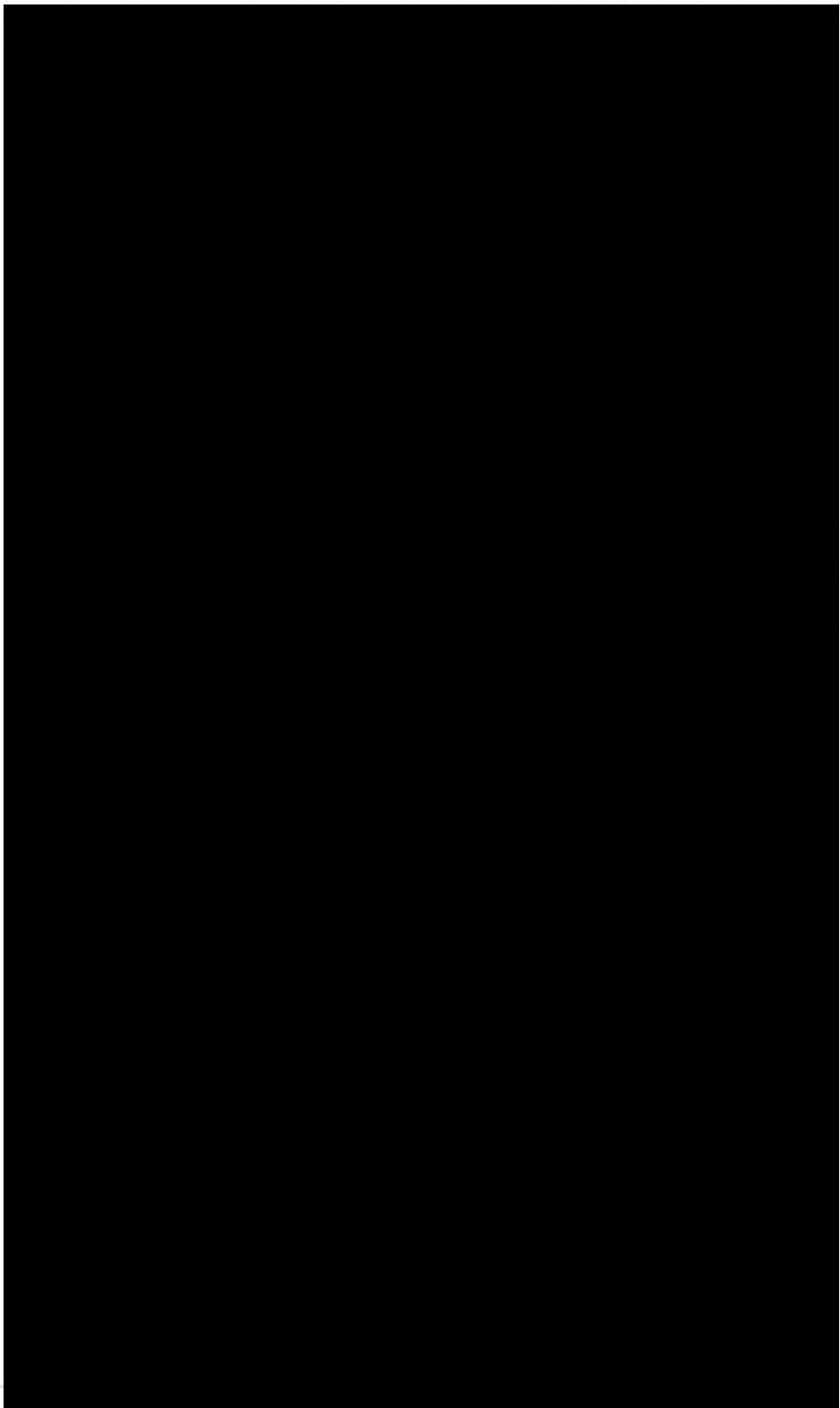
OPTION 2 COVERAGE AND STAFFING MATRIX

Jefferson County Correctional Facility Proposed Coverage and Staffing Plan- Option 2 850 ADP									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
DAY SHIFT									
V/HSA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
V/DON		8.00	8.00	8.00	8.00	8.00		40.00	1.00
V (14-Day Health Assessments)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
V	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	24.00	168.00	4.20
/N (dedicated BI) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
VT - P/I (dedicated BI) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
ental Health Director		8.00	8.00	8.00	8.00	8.00		40.00	1.00
IHP Discharge Planner		8.00	8.00	8.00	8.00	8.00		40.00	1.00
IHP LPC/LCSW (Dedicated Intake)	16.00	24.00	24.00	24.00	24.00	24.00	16.00	152.00	3.80
ental Asst		4.00	4.00	4.00	4.00	4.00		20.00	0.50
dmin 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
armacy Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00
EVENING/NIGHT SHIFT									
V	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	24.00	168.00	4.20
/N - P/I (Dedicated Intake) 7PM-7AM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
VT - P/I (Dedicated Intake) 7AM-7PM	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
IHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
NIGHT SHIFT									
IHP LPC/LCSW	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40
MEDICAL AND MENTAL HEALTH PROVIDERS									
edical Director			8.00	8.00	8.00	8.00		32.00	0.80
edical NP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
ych NP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
entist		6.00	6.00	6.00	6.00	6.00		30.00	0.75
Total								1,626.00	40.65
Relief Factor	9%							146.34	3.66
vertime	9%							146.34	3.66
Total with Relief Factor & Overtime								1918.68	47.97
Call Pay MD/NP									
Call Pay Psych (On Call Pay Per Week)									
Call Pay RN/HSA (On Call Pay Per Week)									
Total with Call Pay									
Paid Time-Off (PTO)									
Total with Paid Time Off (PTO)									



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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.

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Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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,

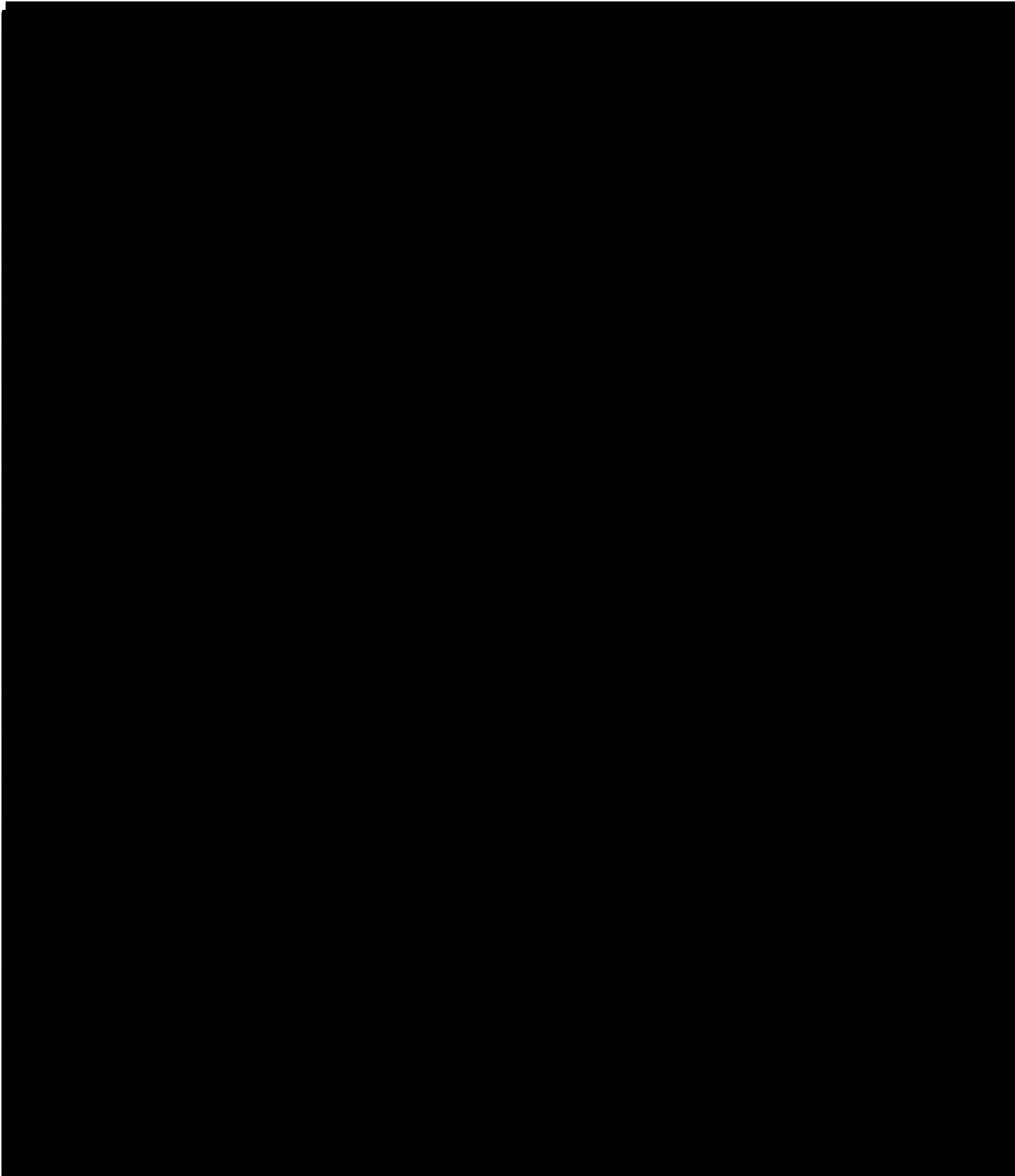
Todd Murphy, Co-Founder & President

Email: todd.murphy@mycorrhealth.com

CorrHealth, LLC • 6303 Goliad Avenue, • Dallas, Texas • 75214 • 214-563-8224

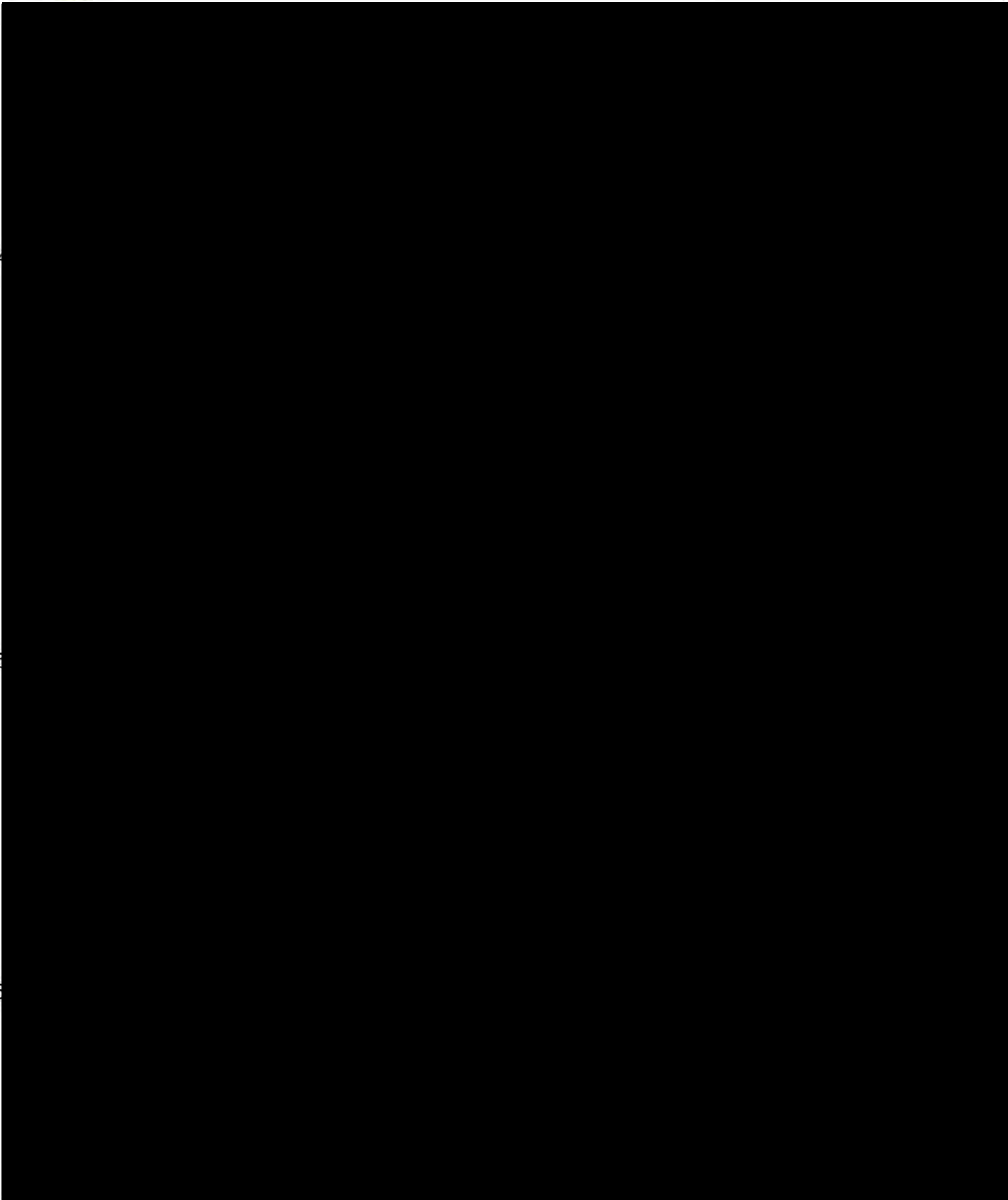


Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR



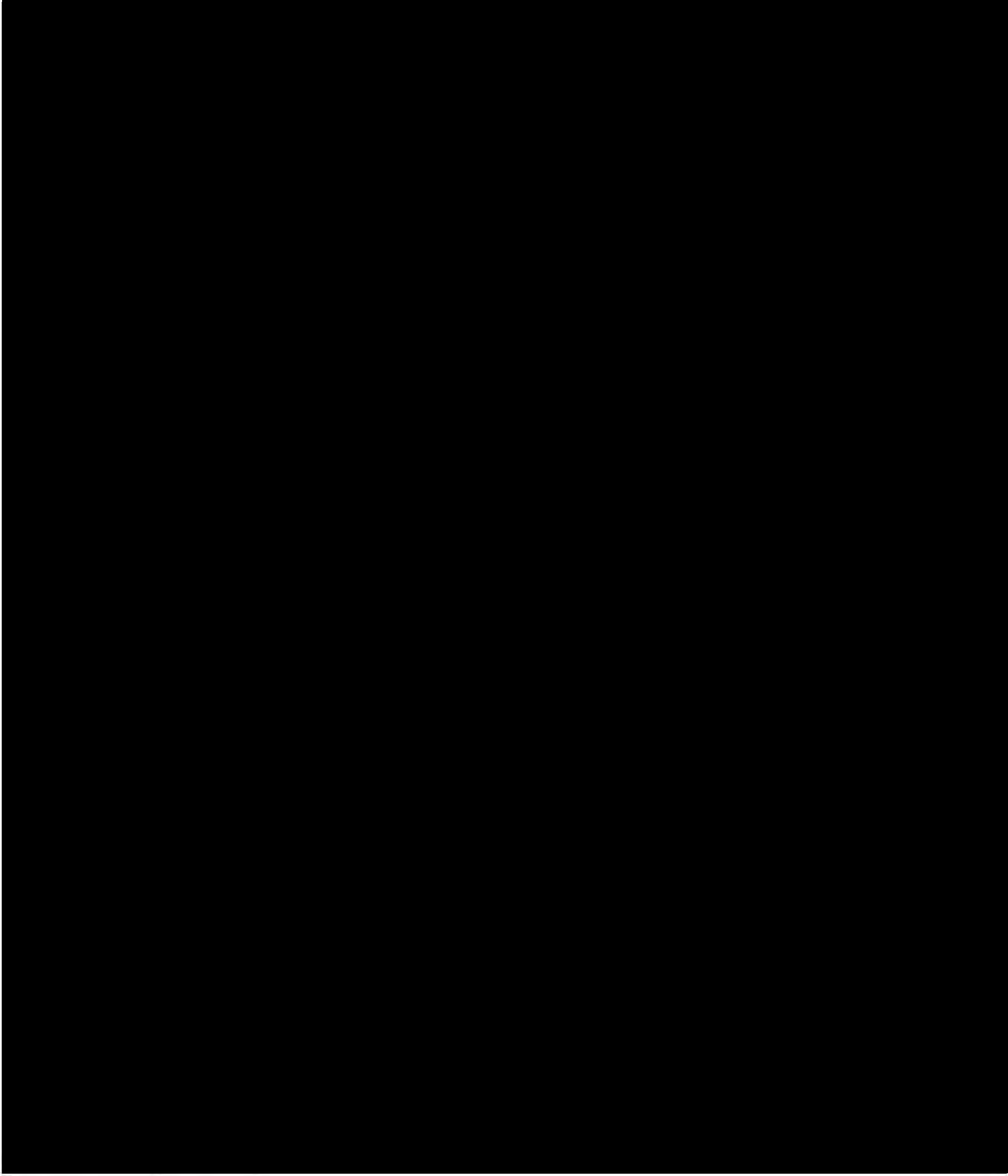


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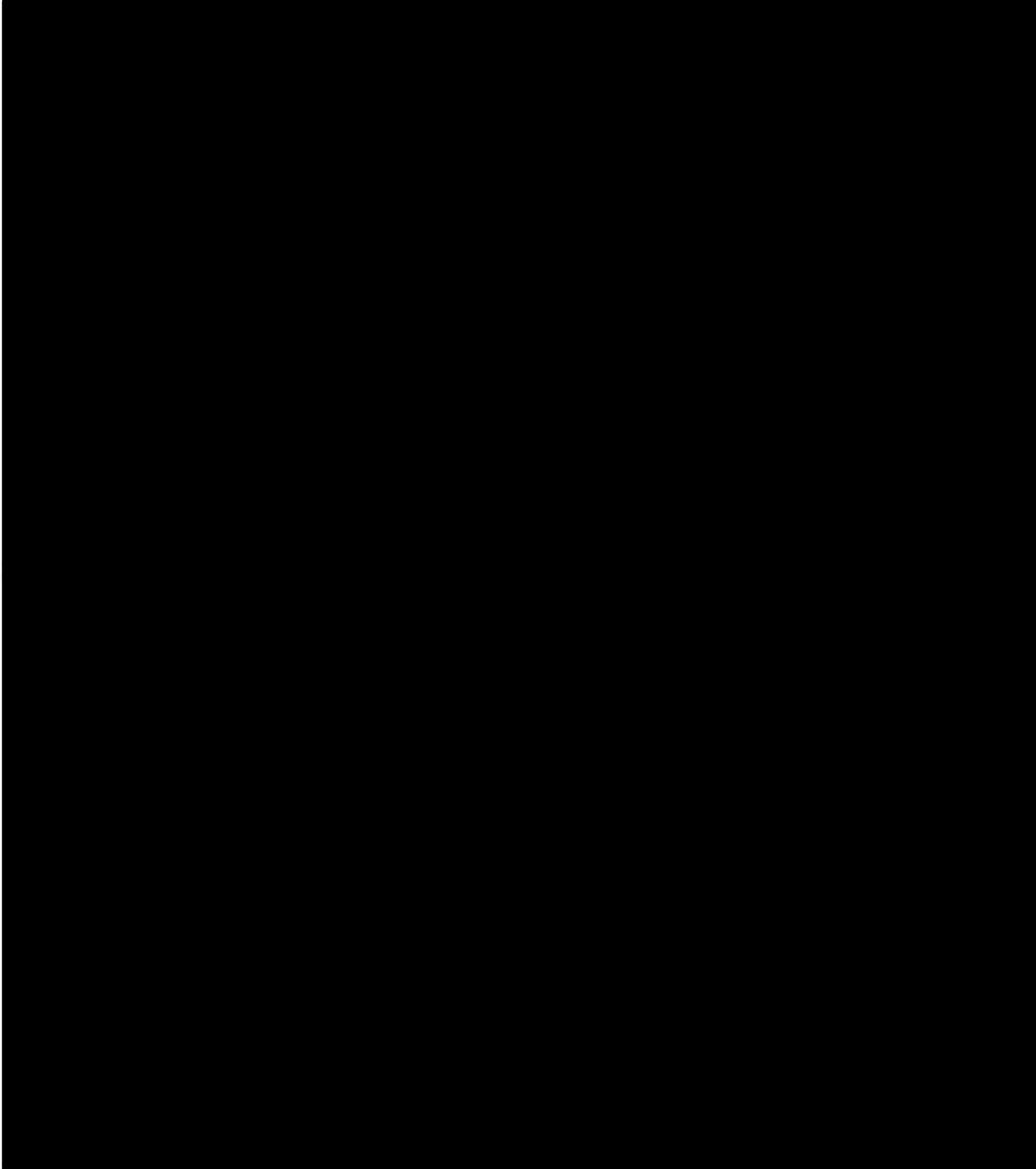


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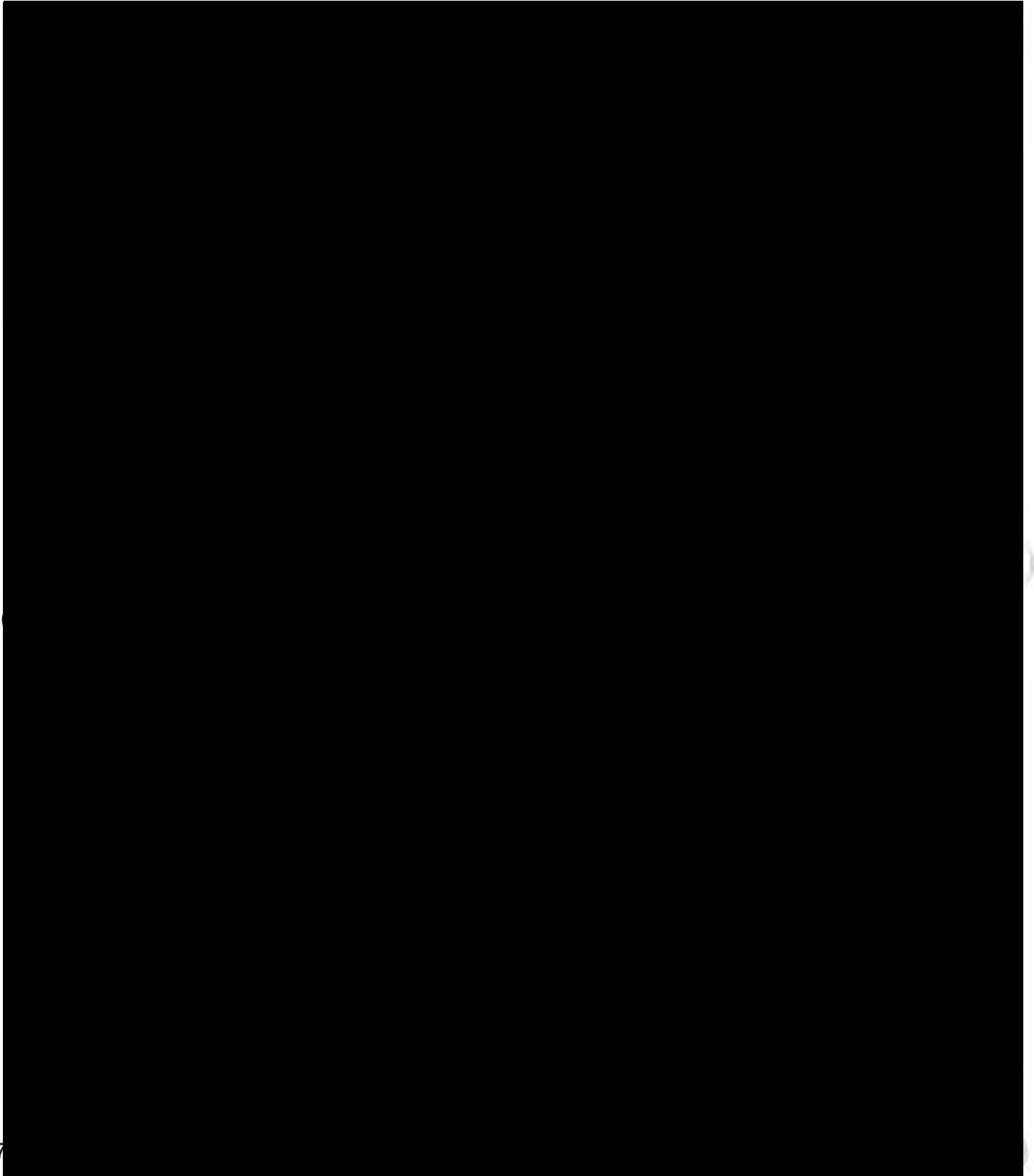


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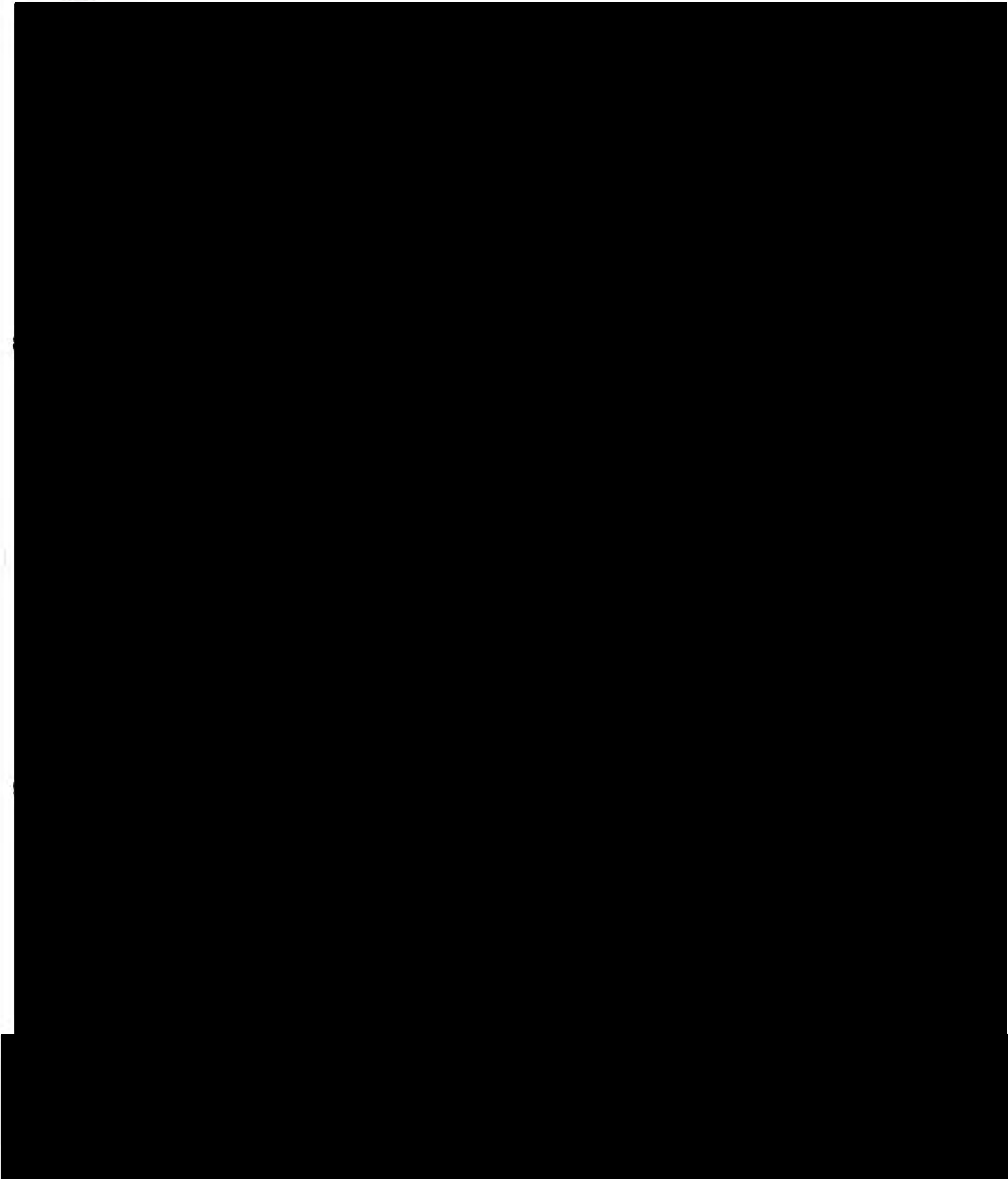


Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR



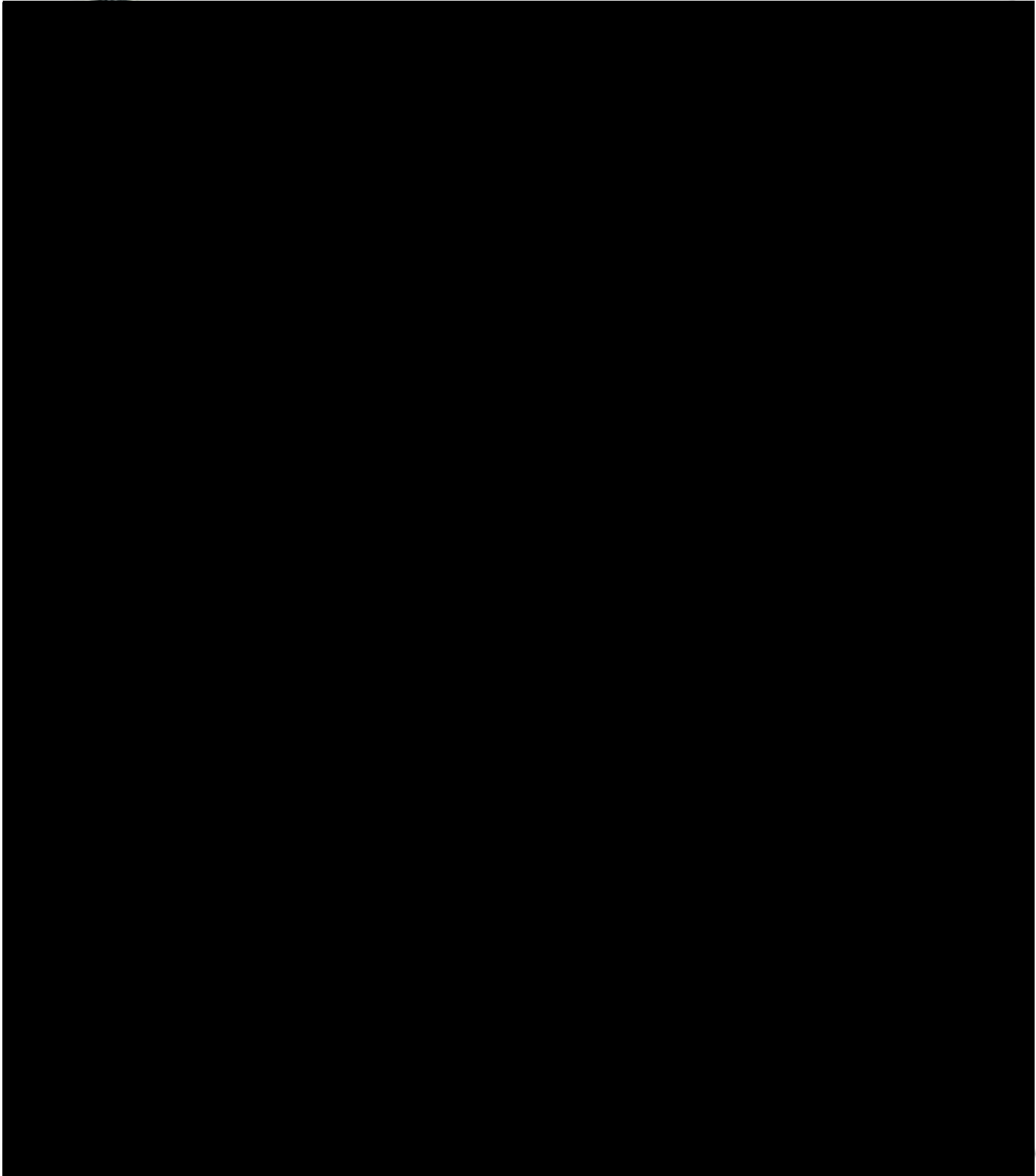


Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR



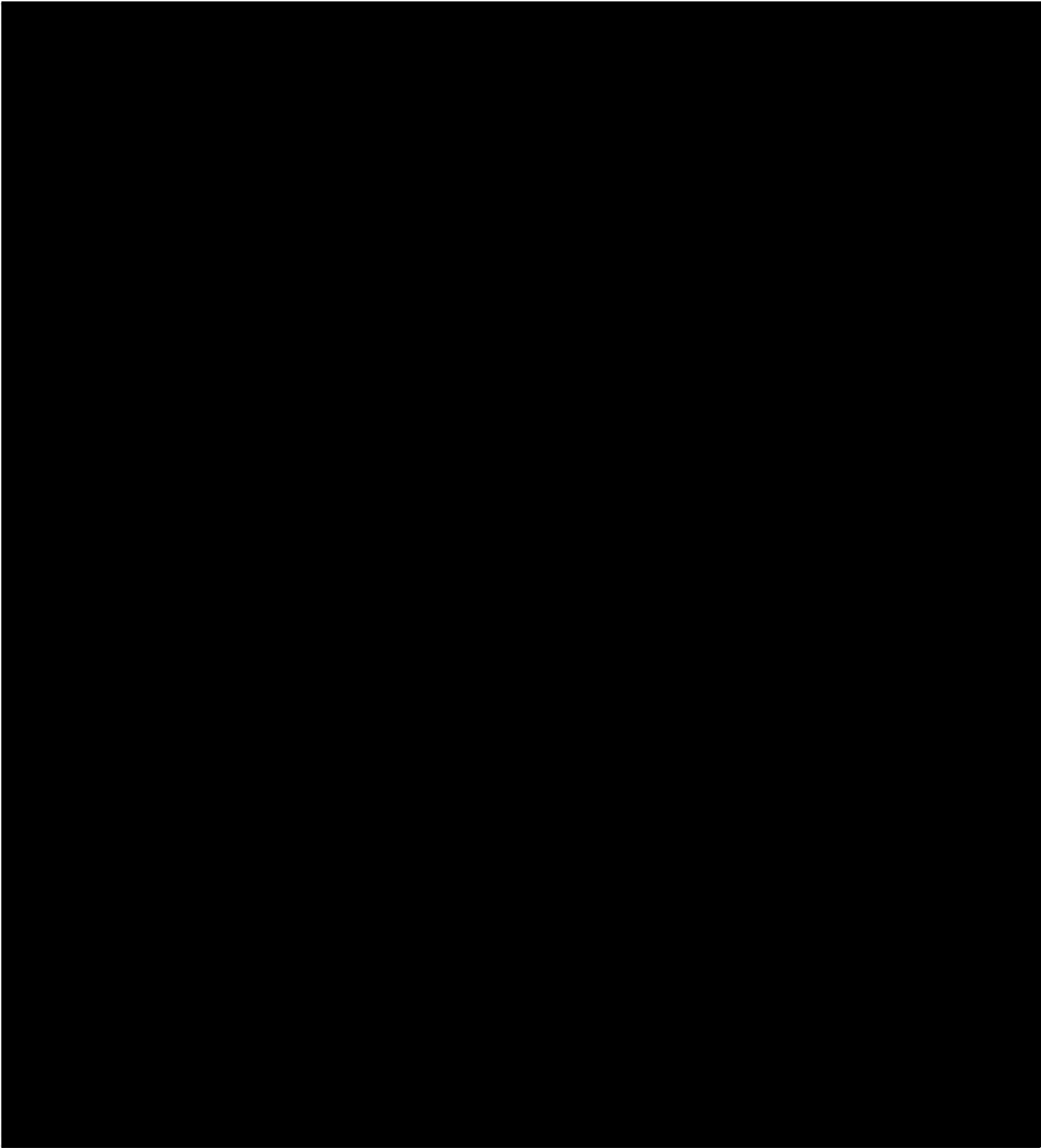


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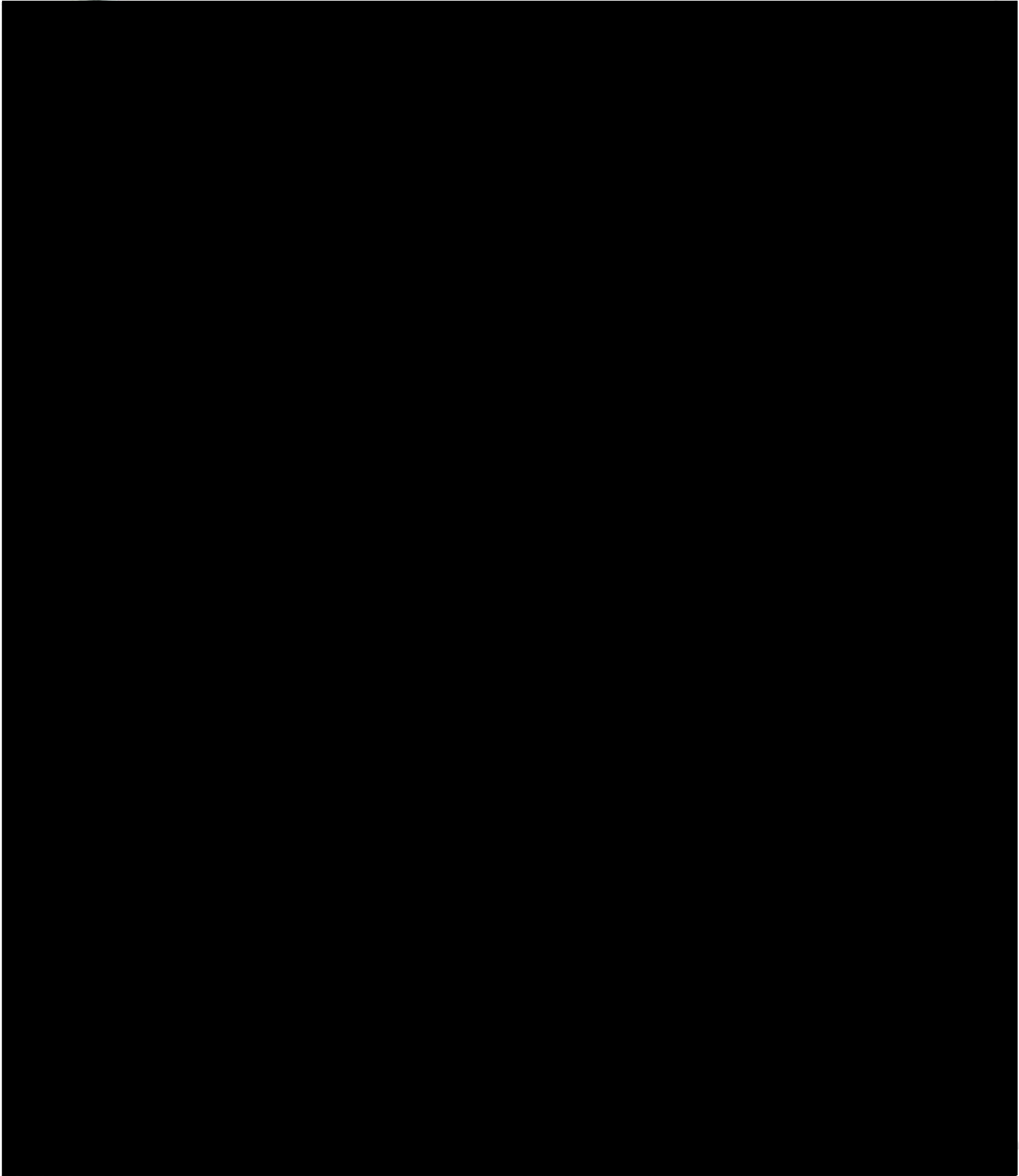


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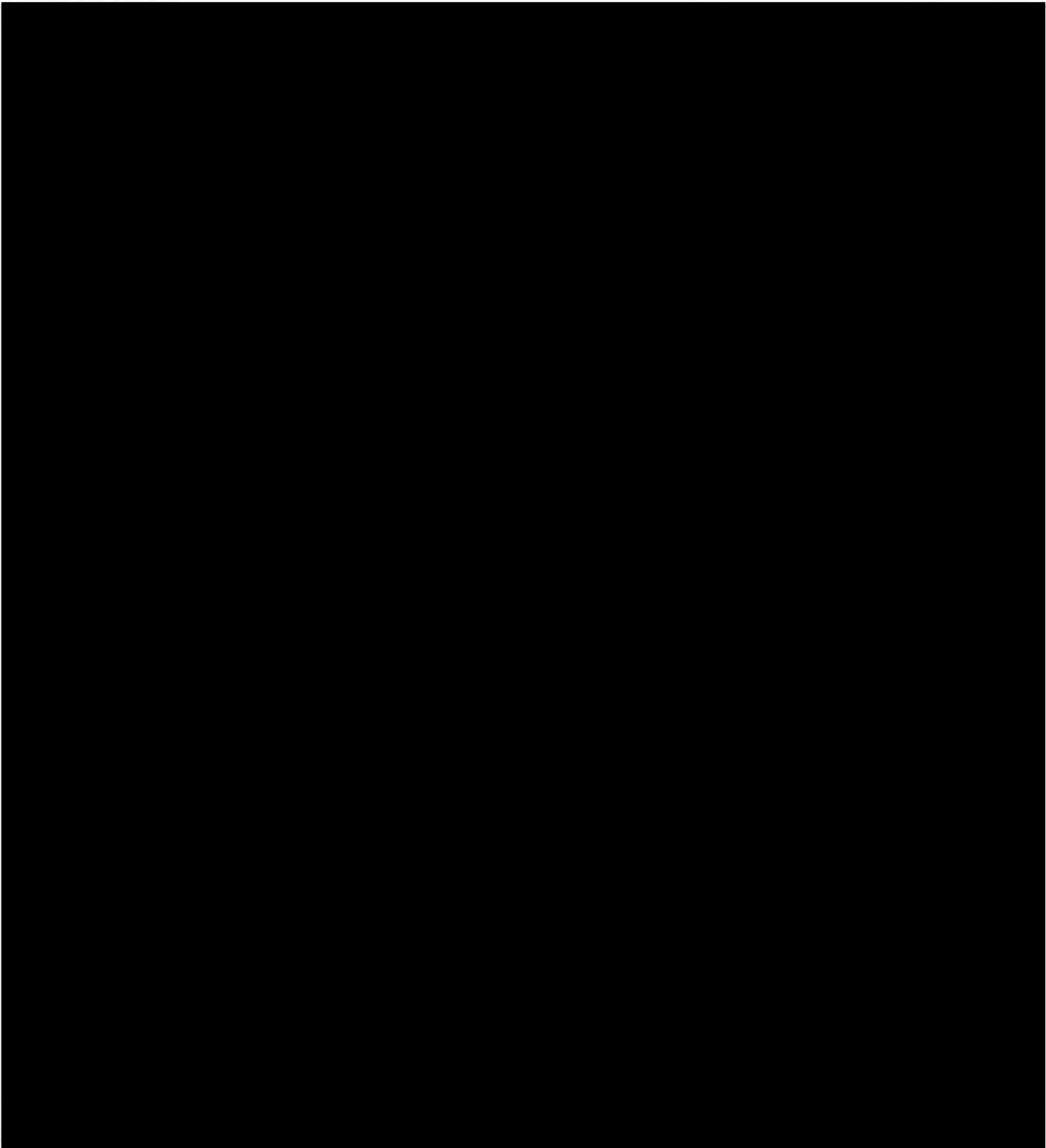


Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR



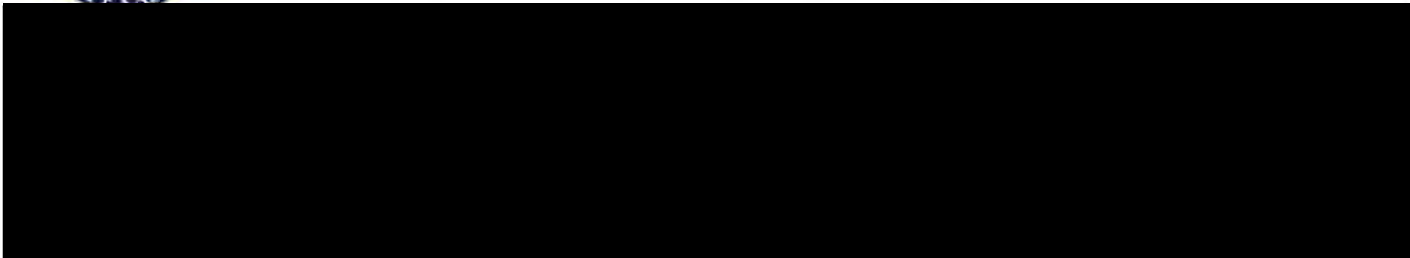


Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR





Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR





Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

Job Descriptions for on-site personnel – 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 Shauburger, Major Guillory and their designee(s) to ensure proper communication between Chief Shauburger, 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 on-going 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



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

- ✓ 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



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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 of 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



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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.



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

- ✓ 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
- ✓ Triageing 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



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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



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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), NCCCHC, 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



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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.



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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)



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- ✓ 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.



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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 programs
- ✓ Must demonstrate ability to use standard medical equipment appropriately and safely



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- ✓ 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



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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



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- ✓ 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



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- ✓ 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



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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



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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



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- ✓ 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



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

- ✓ 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



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

- ✓ 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



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

- ✓ 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.



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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.



Inmate Health Care Services for Jefferson County Correctional Facility, RFP# 22-039/MR

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 (5th 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, 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 mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.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) 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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
October 19th & 26th, 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 proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- 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 all copies to include a Completed Copy of this specifications 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.

_____	_____
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 Contractor's 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 **required** 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: <https://www.sam.gov>

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 *initially* 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) prior 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 WITH RFP PROPOSAL SUBMISSION.

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, 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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295													
<p>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.</p>		<p>OFFICE USE ONLY</p>													
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. ADD THE ABOVE-REQUESTED INFORMATION HERE</p>															
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS</p>															
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</p>															
<p>4 Name of Interested Party</p>	<p>City, State, Country (place of business)</p>	<p>Nature of Interest (check applicable)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </tbody> </table>		Controlling	Intermediary										
Controlling	Intermediary														
<p>ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.</p>															
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/> ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY</p>															
<p>6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY.</p> <p>My name is _____, and my date of birth is _____</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>															
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>															

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-959511

Date Filed:
11/29/2022

Date Acknowledged:
12-5-22 4:33AM/MLR

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CorrHealth
Dallas, NM United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP22-039MR
Inmate Health Care Services for Jefferson County Correctional Facility

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Michael Todd Murphy, and my date of birth is 03-07-1974.

My address is 6303 Goloid Avenue, Dallas, Tx, 75214, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 29 day of November, 2022.
(month) (year)

Michael Todd Murphy
Signature of authorized agent of contracting business entity (Declarant)

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

 Active Registration

Expiration Date

Jun 1, 2023

CAGE/NCAGE

85YP1

Purpose of Registration

All Awards

Physical Address

**6303 Goliad Avenue
Dallas, Texas
75214-3603, United States**

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 immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, 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 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 ACKNOWLEDGEMENT 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 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 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).

PRODUCER Mount Franklin Insurance Agency, LLC 122 Thorn Ave EL PASO, TX 79932	<table style="width: 100%;"> <tr> <td>CONTACT NAME: Kimberly Allen</td> <td>FAX (A/C, No): (915)921-5550</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (915)599-2900</td> <td></td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: KimberlyA@MtFranklin.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: KINSALE INSURANCE COMPANY</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B: ASPEN SPECIALTY INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: PHILADELPHIA INDEMNITY INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Kimberly Allen	FAX (A/C, No): (915)921-5550	PHONE (A/C, No, Ext): (915)599-2900		E-MAIL ADDRESS: KimberlyA@MtFranklin.com		INSURER(S) AFFORDING COVERAGE		INSURER A: KINSALE INSURANCE COMPANY	NAIC #	INSURER B: ASPEN SPECIALTY INSURANCE COMPANY		INSURER C: PHILADELPHIA INDEMNITY INSURANCE COMPANY		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED CORRHEALTH, LLC 6303 GOLIAD AVE DALLAS, TX 75214																					

COVERAGES **CERTIFICATE NUMBER: 80246811-1305096** **REVISION NUMBER: 57**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0100145932-1	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 1,000,000			
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000			
							MED EXP (Any one person)	\$ Excluded			
							PERSONAL & ADV INJURY	\$ Excluded			
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$ 3,000,000		
	<input type="checkbox"/> OTHER:							PRODUCTS - COMP/OP AGG	\$ Excluded		
	<input type="checkbox"/> AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$				
<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$				
<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$				
<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$				
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$				
<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$			
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$			
B	PROFESSIONAL LIAB			MM00LG622	04/01/2022	04/01/2023	Occ/Agg	\$1M / \$3M			
C	EPLI 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)

CERTIFICATE HOLDER

CANCELLATION

JEFFERSON COUNTY CORRECTIONAL FACILITY 5030 US-69 BEAUMONT, TX 77705	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 (KCA)
---	--



CERTIFICATE OF LIABILITY INSURANCE

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 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hertel McClendon, LLP 1701 River Run, Suite 910 Fort Worth, TX 76107	CONTACT NAME: Jo Manske PHONE (A/C, No, Ext): (817) 514-9520 E-MAIL ADDRESS: jmanske@hertelmccclendon.com	FAX (A/C, No): (817) 514-1835
	INSURER(S) AFFORDING COVERAGE INSURER A : Texas Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

INSURED CorrHealth LLC 6303 Goliad Avenue Dallas, TX 75214	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0002010426	2/28/2022	2/28/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROPOSAL NAME: RFP 17-037/YS PROPOSAL NO: Inmate Health Care Services for Jefferson County Correctional Facility

CERTIFICATE HOLDER Jefferson County 1149 Pearl Street, 1st Floor Beaumont, TX 77701	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2022

278

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 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).


PRODUCER Mount Franklin Insurance Agency, LLC 122 Thorn Ave EL PASO, TX 79932	CONTACT NAME: Kimberly Allen	FAX (A/C, No): (915)921-5550	
	PHONE (A/C, No, Ext): (915)599-2900	E-MAIL ADDRESS: KimberlyA@MtFranklin.com	
INSURED CORRHEALTH, LLC 6303 GOLIAD AVE DALLAS, TX 75214	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	COALITION INSURANCE COMPANY	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 80246811-1183417** **REVISION NUMBER: 22**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CYBER LIABILITY			C-4MMA-207984-CYBER-2022	03/01/2022	03/01/2023	\$2,000,000

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.

CERTIFICATE HOLDER JEFFERSON COUNTY CORRECTIONAL FACILITY 1149 PEARL STREET, 1ST FLOOR BEAUMONT, TX 77701	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  (KCA)

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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.

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 1937 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 determination 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)(1)(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)(1)(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)(1)(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 1937 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.*

- i. 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 1(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)(1)(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 1(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.**

- 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) (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 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. 2401 (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) (1), 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) 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

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.

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:**

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.

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(For all awarded contracts with a value greater than \$150,000.00)

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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

(RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

“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.

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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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.

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://acquisition.gov/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, 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

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

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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.

CIVIL RIGHTS COMPLIANCE PROVISIONS

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.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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. <https://www.co.jefferson.tx.us/Purchasing/>

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 or 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, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & 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: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, PURCHASING AGENT** at: dclark@co.jefferson.tx.us

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.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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.**

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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.

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.

Current Contractor: 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.

<ul style="list-style-type: none"> • 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) 	<ul style="list-style-type: none"> • 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) • Ophthalmoscope (1) • Vaccine Freezer (1) • Small Med/Diabetic Carts (2) • Evacuation Medication Bins (3) • Ultrasonic Dental Cleaner (1)
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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".

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.
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.

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.

1. 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.
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.
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 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, NCCCHC 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.
- l. 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 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.

- 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.
 - b. 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 (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

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.

Alternates (Options): 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.

Historical Data – 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

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.

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.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

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 Proposal

The (name of Offeror) _____ 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, 2022, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) _____, and all accompanying forms and 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):

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:

- 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.

7.2 Alternates:

The following alternates are offered as part of this proposal:

7.2.1 NONE: _____

7.2.2 Alternates That Will Not Affect the Price:



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 18th, 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

Year 1 Base Proposal _____ (\$ 6,850,750.17)

Year 2 Base Proposal _____ (\$7,193,287.68)

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.)

Option 2

Year 1 Base Proposal _____ (\$7,716,837.27)

Year 2 Base Proposal _____ (\$8,102,679.14)

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.

7.2 Alternates:

The following alternates are offered as part of this proposal:

7.2.1 NONE: N/A

7.2.2 Alternates That Will Not Affect the Price:

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 could force CorrHealth to approach Jefferson County with a pricing change.

1. CorrHealth is proposing a 2nd coverage, staffing, and pricing option as an alternate to the 1st option, which the County provided on pages 40 and 41 of the RFP and required in the County's RFP. The pricing for the 2nd option is different from the 1st 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 to 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.

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 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)

[Handwritten signature]

(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

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.

[Printed Name of Consultant]

CorrHealth, PLLC

By: 

Title: **Todd Murphy, Co-Founder, President**

Date: **November 5th, 2022**

REQUIRED FORM
Proposer: 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.

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

REQUIRED FORM
Proposer: 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: _____

Proposer's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ Title: _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____ Address

_____ City, State, Zip Code

REQUIRED FORM
Proposer: 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
Proposer: 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: **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:

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**

Fax:

Email Address: lisa.johnson@co.wichita.tx.us

Contract Period: **March 1st, 2022-Present**

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?..... Yes No

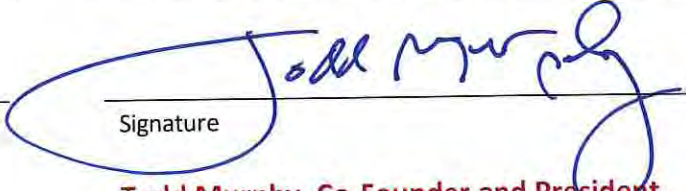
This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

RFP Respondent (Entity Name)



Signature

6303 Goliad Avenue

Street & Mailing Address

Todd Murphy, Co-Founder and President

Name and Title of Contractor's Authorized Official

Dallas, TX 75214

City, State & Zip

November 5th, 2022

Date

(214) 563-8224

Telephone Number

(505) 212-0910

Fax Number

todd.murphy@mycorrhealth.com

E-mail Address

CERTIFICATION REGARDING LOBBYING

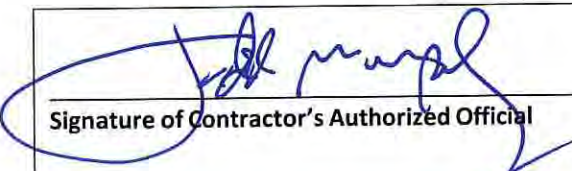
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

Todd Murphy, Co-Founder and President

November 5th, 2022

REQUIRED FORM
Proposer: 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.
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

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.

<p>_____</p> <p>Signature of Contractor's Authorized Official</p> <p>_____</p> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <p>_____</p> <p>Date</p>
--

REQUIRED FORM
Proposer: 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.

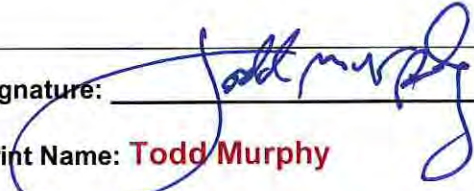
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused 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)

<p>Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance N/A</p>	<p>Status of Federal Action: a. bid/offer/application b. initial award c. post-award N/A</p>	<p>Report Type: a. initial filing b. material change N/A</p>
<p>Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier _____, if Known: N/A Congressional District, if known: N/A</p>	<p>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: N/A Congressional District, if known: N/A</p>	
<p>Federal Department/Agency: N/A</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: N/A</p>	
<p>Federal Action Number, if known: N/A</p>	<p>9. Award Amount, if known: \$None</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A</p>	
<p>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.</p>	<p>Signature:  Print Name: Todd Murphy Title: Co-Founder & President Telephone No: (214) 563-8224 Date: Nov 5, '22</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional 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 Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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: _____ Title: _____ Telephone No.: _____ Date: _____	
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.

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.

Local Government Code § 176.001(1-a): "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.

CONFLICT OF INTEREST QUESTIONNAIRE

<p style="text-align: center;">CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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 that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D Describe each employment or business and family relationship with the local government officer named in this section</p>	
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	

Adopted 8/7/2015

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

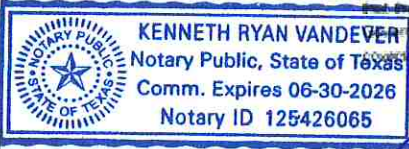
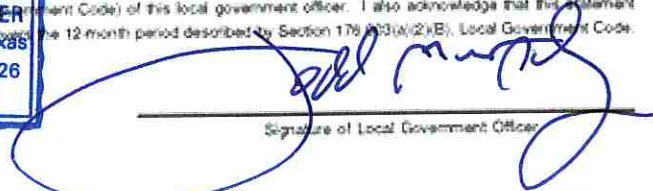

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		OFFICE USE ONLY Date Received _____
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ 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 is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____ this the _____ day of _____ 20_____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

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
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		OFFICE USE ONLY
1	Name of Local Government Officer <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 5px auto;">N/A</div>	Date Received
2	Office Held <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 5px auto;">N/A</div>	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code <div style="border: 1px solid black; padding: 5px; width: 300px; margin: 5px auto;">CorrHealth</div>	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 <div style="border: 1px solid black; padding: 5px; width: 400px; margin: 5px auto;">Contract with Jefferson County for Inmate Health Services</div>	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted <div style="border: 1px solid black; padding: 2px 10px;">N/A</div> Description of Gift <div style="border: 1px solid black; padding: 2px 10px;">N/A</div> Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <p style="text-align: center; font-size: small;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="font-size: x-small;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="border: 2px solid blue; padding: 5px; margin-right: 20px;">  </div> <div style="text-align: center;">  <hr style="width: 100%; border: 0.5px solid black;"/> <p style="font-size: x-small;">Signature of Local Government Officer</p> </div> </div> <p style="margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said <u>Todd Murphy</u>, this the <u>29</u> day of <u>November</u>, 20<u>22</u>, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px; font-size: small;"> <div style="text-align: center;">  Signature of officer administering oath </div> <div style="text-align: center;"> <u>Kenneth Ryan Vandever</u> Printed name of officer administering oath </div> <div style="text-align: center;"> <u>Notary Public</u> Title of officer administering oath </div> </div>	

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 . . .

- 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?
2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
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 contact within the Prime Contractor/Consultant's organization)?
4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
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

Handwritten signature of Todd Murphy

Signature

Co-Founder & President

Title

November 5th, 2022

Date

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

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. 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 participation of the planned work to be subcontracted?
- 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 contact 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 No 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.**

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted 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: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: TX. Bldg & Procurement Comm. Jefferson County TX Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

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: Please complete this form and include with Proposal Submission.

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.

I certify that **CorrHealth, LLC** [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):		82-1288342
Company Name submitting bid/proposal/response:		CorrHealth, LLC
Mailing address:	6303 Goliad Avenue, Dallas, Texas 75214	
If you are an individual, list the names and addresses 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
Proposer: Please complete this form and include with Proposal Submission.

HOUSE BILL 89 VERIFICATION

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
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

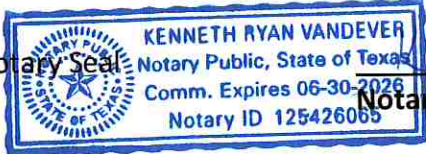
- 1. **"Boycott Israel"** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

Todd Murphy
Signature of Company Representative

November 29, 2022
Date:

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 Seal:  Kenneth Ryan Vandever
Notary Signature

11/29/22
Date

REQUIRED FORM
Proposer: 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:

Misty Reuss

Purchasing Representative

12-5-2022

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.

CorrHealth, LLC

NAME OF BUSINESS

BY:

SIGNATURE [Handwritten signature of Todd Murphy]

Todd Murphy, Co-Founder and President

NAME & TITLE, TYPED OR PRINTED

6303 Goliad Avenue

MAILING ADDRESS

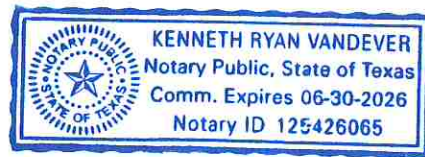
Dallas, TX 75214

CITY, STATE, ZIP CODE

(214) 563-8224

TELEPHONE NUMBER

Sworn to and subscribed before me this 29 day of November, 2022



Notary Public

State of: Texas

My Commission Expires: 6/30/26

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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 all copies to include a Completed Copy of this specifications 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

Company

(214) 563-8224

Telephone Number

6303 Goliad Ave, Dallas, TX 75214

Address

(505) 212-0910

Fax Number

Todd Murphy

Authorized Representative (Please print)

Co-Founder and President

Title

Authorized Signature

November 5, 2022

Date



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 (5th 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, 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 mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.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) 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

PUBLISH:
Beaumont Enterprise & Port Arthur News:
October 19th & 26th, 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 proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- 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 all copies to include a Completed Copy of this specifications 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.

_____	_____
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 Contractor's 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 **required** 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: <https://www.sam.gov>

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 *initially* 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) prior 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 WITH RFP PROPOSAL SUBMISSION.

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, 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		FORM 1295	
<p>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.</p>		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">www.ethics.state.tx.us/File</div>	
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. ADD THE ABOVE-REQUESTED INFORMATION HERE</p>			
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS</p>			
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</p>			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
<p>ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.</p>			
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/></p>		<p>ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY</p>	
<p>6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY.</p>			
<p>My name is _____, and my date of birth is _____</p>			
<p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p>			
<p>I declare under penalty of perjury that the foregoing is true and correct.</p>			
<p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p>			
<p>_____ Signature of authorized agent of contracting business entity (Declarant)</p>			
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>			

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 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 ACKNOWLEDGEMENT 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 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.

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.

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 1937 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 determination 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)(1)(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)(1)(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)(1)(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 1937 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.

- i. 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 1 (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)(1)(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 1(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.**

- 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) (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 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. 240l (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) (1), 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) 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:**

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 <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

(RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

“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.

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

Date

<p>REQUIRED FORM Proposer: Please complete this form and include with proposal submission.</p>

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://acquisition.gov/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, 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

Name and Title of Contractor’s Authorized Official

Date

REQUIRED FORM
Proposer:
Please complete this form and
include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

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.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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 **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 all required documentation will result in a response being declared as non-responsive.

Responses 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 or 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, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & 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: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, PURCHASING AGENT** at: dclark@co.jefferson.tx.us

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.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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.**

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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.

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.

Current Contractor: 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)
 - Centrifuge (1)
 - Lab Refrigerator (1)
 - Lab Cart (1)
 - IV Pole (1)
 - Pill Crusher (2)
 - Scales (4)
 - Medication Shelves (5)
 - Otoscope (2)
 - Ophthalmoscope (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".

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.
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.

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.

1. 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.
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.
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 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.
- 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.
- l. 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 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.

- 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.
 - b. 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:
- 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.
 - Crisis intervention and management of acute psychiatric episodes.
 - Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
 - Facilitate an on-site approved Jail Competency Restoration Program.
 - Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment of the facility.
 - Obtaining and documenting informed consent.
 - 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.
 - 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.
 - 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

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.

Alternates (Options): 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 placed 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.

Historical Data – 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

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.

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.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

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 Proposal

The (name of Offeror) _____ 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, 2022, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) _____, and all accompanying forms and 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):

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:

- 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.

7.2 Alternates:

The following alternates are offered as part of this proposal:

7.2.1 NONE: _____

7.2.2 Alternates That Will Not Affect the Price:

**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 **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).

7.3 To extend the term of the contract for three (3) additional one (1) year periods, beginning January 31, 2025.

In the event it is awarded the contract pursuant to its proposal dated _____, 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) _____

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 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 April 10, 2018 and ending 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: _____

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
Proposer: 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.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

<p>REQUIRED FORM Proposer: Please complete this form and include with Proposal Submission.</p>

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: _____

Proposer's TAX ID Number: _____

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

REQUIRED FORM
Proposer: 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.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?**Yes** **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.

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: Please complete this form
and include with Proposal Submission.

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.

<p>_____</p> <p>Signature of Contractor's Authorized Official</p> <p>_____</p> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <p>_____</p> <p>Date</p>
--

REQUIRED FORM
Proposer: 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.
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	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 Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional 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 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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
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.

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.

Local Government Code § 176.001(1-a): "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.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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).</p> <p>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 that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

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
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="center">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

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. 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 participation of the planned work to be subcontracted?
- 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 contact 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 No 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.**

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted 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: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

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: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: TX. Bldg & Procurement Comm. Jefferson County TX Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative 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: Please complete this form and include with Proposal Submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

Yes No

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.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

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: _____

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 & Procurement Comm. [] Jefferson County [] TX Unified Certification Prog.

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: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: [] TX. Bldg & Procurement Comm. [] Jefferson County [] TX Unified Certification Prog.

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: _____

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.

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration 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: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

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: _____
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: _____

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: _____

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration 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: _____

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: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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.

- I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, 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**

* 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, _____, the undersigned representative of (company or business name) _____ (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
- 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.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Proposer: 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.

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:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2022

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.



PREFERRED FACILITIES GROUP - USA

April 28, 2023

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Deb Clark
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: "Annex II Roof Replacement"

Subject: "Proposal"

Job Order Contracting

Dear Ms. Clark,

Co-Op Purchasing Agreements

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.

Indefinite Delivery, indefinite Quantity - IDIQ

Proposal Recap:

Multiple Award Construction Contracts - MACC

- Tear off all existing Roofing materials down to the 3/4" shiplap decking.
- Remove all rotten decking with 3/4" treated plywood and bolt to the roof joists same as existing roof. This step will be invoiced based on time and materials.
- Mechanically fasten 4.2" ISO board with 2 layers of ISO board (1 layer of 2" and 1 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 3/4" treated plywood mechanically fastened to the roof trusses with 1/4" 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 job.
- 20-year NDL warranty is thru Carlisle

Task Order Contracts TOC

Construction Management - Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

Proposal Cost	\$259,089.98
Bond	\$ 6,477.24
Total Cost	\$ 265,567.22





PREFERRED FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8293
(409) 842-2274
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 Management - Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

We estimate approximately **forty-five (45)** working days to complete upon material delivery. (2-4 Weeks) We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope 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

ATTEST *Laurie Lester*
DATE JUNE 13, 2023
LAURIE LESTER
CHIEF DEPUTY COUNTY CLERK

JEFFERSON COUNTY, TEXAS
Jeff Branick

Jeff Branick, County Judge





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written to the right of the name "Deborah Clark".

Date: June 13, 2023

Re: Disposal of Salvage Property

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 13, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 1	MOTOROLA PORTABLE RADIO XLTS 2500	205CHD1629	32837
CONSTABLE PCT. 1	MOTOROLA PORTABLE RADIO XLTS 2500	205CDY2436	32838
CONSTABLE PCT. 1	MOTOROLA PORTABLE RADIO XLTS 2500	205CDY2446	32841
CONSTABLE PCT. 1	MOTOROLA PORTABLE RADIO XLTS 2500	205CDY2453	32842
CONSTABLE PCT. 1	MOTOROLA PORTABLE RADIO XLTS 2500	205CDY2458	35592
contact person: Jennifer Vogel			
DISTRICT CLERK - FAMILY LAW	PRINTER LEXMARK-RECEIPT PRINTER		5667
DISTRICT CLERK - FAMILY LAW	PRINTER LEXMARK-REGISTER		36571
DISTRICT CLERK - FAMILY LAW	CHECK SIGNATURE STAMP		2816
DISTRICT CLERK - FAMILY LAW	PRINTER LEXMARK		29004
DISTRICT CLERK - FAMILY LAW	TABLE RECEIPT PRINTER		12795
DISTRICT CLERK - FAMILY LAW	FAX MACHINE		
DISTRICT CLERK - FAMILY LAW	MICROWAVE		
DISTRICT CLERK - FAMILY LAW	SHELF		
contact person: Raquel Diaz			
ENGINEERING	SONY CYBERSHOT W220 CAMERA	6624545	33456
ENGINEERING	SONY CYBERSHOT DSC-W560 DIGITAL CAMERA	7039775	34186
ENGINEERING	SONY CYBERSHOT DSC-W560 DIGITAL CAMERA	6832585	34187
contact person: Carol Bowman			
TAX OFFICE - MID COUNTY	IBM WHEELWRITER 3 TYPEWRITER		9276
contact person: Kristi Nolan			
TAX OFFICE - BEAUMONT	KODAK SCANMATE I1120 SCANNER	46091798	
TAX OFFICE - BEAUMONT	KODAK SCANMATE I1120 SCANNER	46467495	
TAX OFFICE - BEAUMONT	(6) JABRA GN9300E TELEPHONE HEADSETS		
contact person: Cheryl Ellis			



ATTEST
 DATE JUNE 13, 2023
 MAURIELEISTER
 CHIEF DEPUTY COUNTY CLERK

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 13, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 1	BUSHMASTER 16M4 PATROL RIFLE (STOLEN)	ARG003465	35000
CONSTABLE PCT. 1	MOSSBERG 590 12 GAUGE SHOTGUN (STOLEN)	T072550	34199
<i>contact person: Jennifer Vogel</i>			



ATTEST *Laurie Leister*
 DATE JUNE 13, 2023
 LAURIE LEISTER
 CHIEF DEPUTY COUNTY CLERK

Approved by Commissioners' Court: _____

[Handwritten signature]

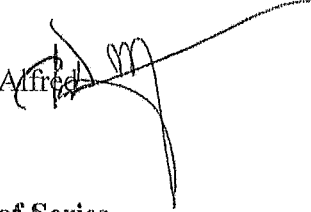
Jefferson County



Precinct Four

Everette "Bo" Alfred
CommissionerP.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html**MEMO**

TO: Ms. Fran Lee, Auditing

FROM: Commissioner Everette Alfred 

DATE: June 5, 2023

RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated.

Transfer **\$16,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of Equipment Repairs.

Thank you.

EA/nr

MF-6
(07/2017)

Agreement No. _____

FIELD AGREEMENT
 Among
 U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
 Wildlife Services
 and
 Texas A&M AgriLife Extension Service - Wildlife Services
 and
 Texas Wildlife Damage Management Association, Inc.
 and
Jefferson County

Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas A&M AgriLife Extension Services - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEREFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

1. The TWSP shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$3200.00 / Monthly for the period:

(monthly, annually)

October 1, 2023 to Termination to be spent primarily for the purposes outlined herein:

Wildlife Damage Management Services

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

_____, _____ By _____
 _____, _____ By _____
 _____, _____ By _____

Cooperator
 District Supervisor
 State Director

**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 West Jefferson County Municipal Water District (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 \$ 4,500,000.00 (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

jeff.branick@jeffcotx.us

West Jefferson County

Municipal Water District
Daniel Hidalgo, District Manager
7824 Glenbrook Dr.
Beaumont, TX 77705

dhidalgo@westjeffersoncountymwd.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.

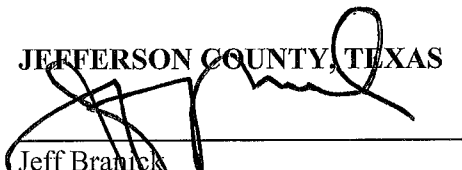
20. HEADINGS

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.

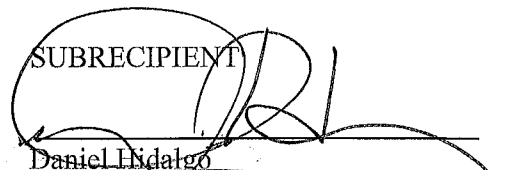
JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas
5/14/23

Date

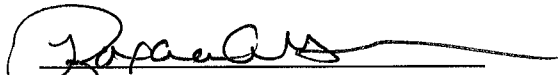
SUBRECIPIENT



Daniel Hidalgo
District Manager
West Jefferson County Municipal Water
District
05/31/2023

Date

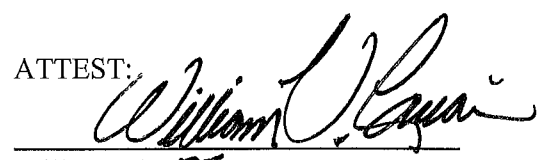
ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas
5/14/2023

Date

ATTEST:



Will Larrain, **P.E.**
Engineer, Action Civil Engineers, PLLC
West Jefferson County Municipal Water
District
5/31/23

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

West Jefferson County Municipal Water District

Subrecipient Mailing Address

7824 Glenbrook Dr.
Beaumont, TX 77705

Subrecipient Primary Contact

Name: Daniel Hidalgo

Title: District Manager

Email: dhidalgo@westjeffersoncountymwd.com

Phone #: (409) 794-2338

Subrecipient Secondary Contact

Name: Will Larrain

Title: Engineer, Action Civil Engineers, PLLC

Email: wlarrain@acecivilengineers.com

Phone #: (409) 728-6253

Subrecipient Unique Entity Identifier

SZVBFENYLPV7

SLFRF Subaward Amount

\$ 4,500,000.00

Project Name

Construction of two (2) potable water storage tanks

Project Physical Address

7824 Glenbrook Dr.
Beaumont, TX 77705

Project Description

Construction of: (i) a five hundred thousand (500,000) gallon elevated potable water storage tank within the District's water distribution system; and (ii) a one million (1,000,000) gallon ground potable water storage tank at the District's water treatment facility.

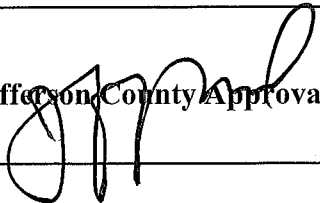
Project Goals / Intended Outcomes

The enabling of WJC MWD to provide safe and reliable water service to residents of the district and remain in compliance with the Safe Drinking Water Act and standards established by the Texas Commission on Environmental Quality, despite challenges caused by disasters (health, natural, man made, etc.) or other circumstances.

Approved Activities / Scope of Work

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting
4. Site Work Contract
5. General Construction Contract
6. Geotechnical/Soil
7. Pipe, Valve, misc. vendors
8. (name other contracts or subcontract types that would be paid separately from the GC and engineer)
- 9.
- 10.

Jefferson County Approval & Date



Subrecipient Signature & Date

 05/31/2023

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.

**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 Meeker Municipal Water District (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 \$ 475,000.00 (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

jeff.branick@jeffcotx.us

Meeker Municipal Water District
 Billy Kinney, Board President
 807 N Meeker Road
 Beaumont Texas 77713-3151

meekerwater08@att.net

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

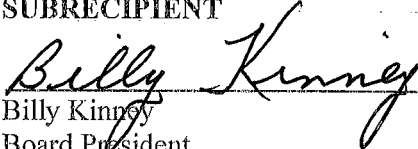


Jeff Branick
County Judge
Jefferson County, Texas

5/16/2023

Date

SUBRECIPIENT




Billy Kinney
Board President
Meeker Municipal Water District, Texas

5-25-2023

Date

ATTEST:




Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/16/2023

Date

ATTEST:



Charlie Adams
Operator, Utility Innovations Meeker
Municipal Water District, Texas

2 June 23

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Meeker Municipal Water District

Subrecipient Mailing Address

807 N Meeker Road
Beaumont Texas 77713-3151

Subrecipient Primary Contact

Name: Billy Kinney
Title: Board President
Email: meekerwater08@att.net
Phone #: 409-781-1008

Subrecipient Secondary Contact

Name: Charlie Adams
Title: Operator, Utility Innovations
Email: utilityinnovations@gmail.com
Phone #: 409-782-4588

Subrecipient Unique Entity Identifier

ZR5CTDECT2V5

SLFRF Subaward Amount

\$ 475,000.00

Project Name

Well #3 Improvements

Project Physical Address

10325 Tram Road
Beaumont, Texas 77713

Project Description

At well #3, build elevated steel platform and metal building to house critical components such as generator, booster pumps, valves, piping, electrical equipment, disinfection equipment and testing equipment.

Project Goals / Intended Outcomes

Establish system resiliency to maintain safe levels of potable water throughout the distribution system despite challenges caused by flooding, or other disasters or circumstances .

Approved Activities / Scope of Work

1. Preliminary & Detailed Engineering Design Services
2. Project Management & Administration
3. Construction Administration & Inspection
4. Permitting and Fees
5. Site Work Contract
6. General Construction Contract
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date



Subrecipient Signature & Date

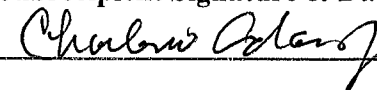
 2 June 23

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.

**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 None (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 \$ 1,300,000.00 (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.

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- 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.
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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

jeff.branick@jeffcotx.us

Nome
 Kerry Abney, Mayor
 Drawer D
 Nome, Texas 77629

cityofnome@yahoo.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.

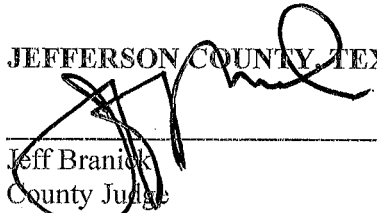
20. HEADINGS

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.

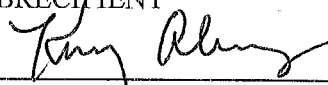
JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas

5/16/2023
Date


SUBRECIPIENT



Kerry Abney
Mayor
Nome, Texas

5/26/23
Date

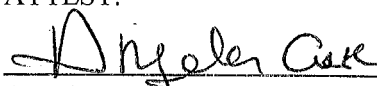
ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/16/2023
Date

ATTEST:



Angela Cook
City Secretary
Nome, Texas

5/24/23
Date

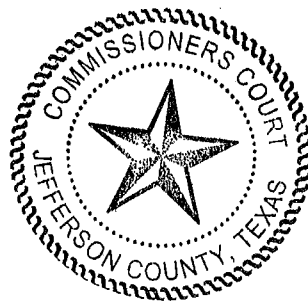


EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

City of Nome

Subrecipient Mailing Address

Drawer D
Nome, Texas 77629

Subrecipient Primary Contact

Name: Kerry Abney
Title: Mayor
Email: pabney@camtel.net
Phone #: 409-284-9879

Subrecipient Secondary Contact

Name: Angela Cook
Title: City Secretary
Email: cityofnome@yahoo.com
Phone #: 409-253-2391

Subrecipient Unique Entity Identifier

DWJFAWRCK8L8

SLFRF Subaward Amount

\$ 1,300,000.00

Project Name

Furnish/Install New Sanitary Sewer Pump/Lift Station - on Hwy 90 and Hwy 365

Project Physical Address

Highway 365 and Highway 90

Project Description

Design and build new duplex submersible wastewater pump station, collection system and force main to wastewater treatment plant

Project Goals / Intended Outcomes

Expansion and improvement of system capacity with more efficient and reliable operation.

Approved Activities / Scope of Work

1. Survey, Geotechnical, Engineering Design/Contract Documents/Specifications, and Bidding
2. Project Management, Construction Administration, and Construction Inspection
3. Permitting and Fees
4. Easement Acquisition
5. General Construction Contract (Lift Station)
6. General Construction Contract (Force Main)
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date



Subrecipient Signature & Date

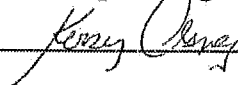
 4/21/23

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.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	70.50	507200	70.50**
ROAD & BRIDGE PCT.#1			
MARTIN PRODUCT SALES LLC	13,692.00	507153	
ADVANCE AUTO PARTS	574.70	507188	14,266.70**
ROAD & BRIDGE PCT.#2			
ENTERGY	706.84	507062	
RITTER @ HOME	18.99	507083	
ACE IMAGEWEAR	19.92	507089	
GULF COAST	352.06	507221	
BASE-SEAL INTERNATIONAL INC	3,960.00	507225	5,057.81**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	9.34	507056	
ENTERGY	371.34	507062	
W. JEFFERSON COUNTY M.W.D.	31.00	507104	
STRATTON INC.	179.48	507106	
HOWARD'S AUTO SUPPLY	2,124.62	507111	
UNITED STATES POSTAL SERVICE	1.26	507128	
WINDSTREAM	48.47	507152	
MARTIN PRODUCT SALES LLC	548.80	507153	
WHITE CAP CONST SUPPLY	720.06	507156	
ALL TERRAIN EQUIPMENT CO	323.88	507206	
GERALD T PELTIER JR	200.00	507223	
ODP BUSINESS SOLUTIONS, LLC	73.05	507249	
MUNRO'S UNIFORM SERVICES, LLC	23.95	507250	4,655.25**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	263.00	507031	
COASTAL WELDING SUPPLY INC	111.60	507047	
RB EVERETT & COMPANY, INC.	6,807.50	507054	
ENTERGY	14.19	507062	
M&D SUPPLY	215.20	507073	
S.E. TEXAS BUILDING SERVICE	1,560.00	507090	
UNITED STATES POSTAL SERVICE	.51	507127	
MARTIN PRODUCT SALES LLC	6,157.20	507153	
ON TIME TIRE	225.00	507179	
SAM'S CLUB DIRECT	130.59	507183	
O'REILLY AUTO PARTS	70.90	507214	
GULF COAST	16,679.02	507221	
SNAP-ON INDUSTRIAL	101.73	507236	
MUNRO'S UNIFORM SERVICES, LLC	477.42	507250	32,813.86**
ENGINEERING FUND			
VERIZON WIRELESS	114.91	507122	
VERIZON WIRELESS	125.54	507123	240.45**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	48.57	507043	
W. JEFFERSON COUNTY M.W.D.	28.77	507104	
W. JEFFERSON COUNTY M.W.D.	28.77	507105	
RICHARD SAVANT	1,387.35	507226	1,493.46**
GENERAL FUND			
ATTORNEY GENERAL - STATE OF TEXAS	6.23	507037	6.23*
TAX OFFICE			
PITNEY BOWES INC	82.99	507077	
ACE IMAGEWEAR	41.92	507089	
SOUTHEAST TEXAS WATER	288.50	507091	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	143.49	507097	
UNITED STATES POSTAL SERVICE	263.25	507127	
UNITED STATES POSTAL SERVICE	26.16	507128	
CUMMINS-ALLISON CORP	268.74	507185	
OFFICE OF THE SECRETARY OF STATE	550.00	507198	
ODP BUSINESS SOLUTIONS, LLC	551.48	507249	2,216.53*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.51	507127	.51*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	268.00	507049	
SOUTHEAST TEXAS WATER	34.95	507092	
UNITED STATES POSTAL SERVICE	5.16	507127	308.11*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	207.00	507127	
UNITED STATES POSTAL SERVICE	42.60	507128	
UNITED STATES POSTAL SERVICE	1,812.00	507129	
SIERRA SPRING WATER CO. - BT	71.94	507131	2,133.54*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	116.13	507053	
CHARLES ROJAS	500.00	507115	
UNITED STATES POSTAL SERVICE	7.61	507127	
KIMBERLY PHELAN, P.C.	500.00	507150	
JERRY JOHN BRAGG	500.00	507168	
MOORE LANDREY LLP	500.00	507173	
ODP BUSINESS SOLUTIONS, LLC	303.86	507249	
CITIBANK NA	240.00	507255	2,667.60*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	12.30	507127	12.30*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	139.46	507127	
AUTOMATED BUSINESS SYSTEMS	1,960.00	507148	2,099.46*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	283.53	507234	283.53*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	865.70	507052	
THE EXAMINER	673.75	507055	
PORT ARTHUR NEWS, INC.	727.60	507078	
UNITED STATES POSTAL SERVICE	78.76	507127	2,345.81*
GENERAL SERVICES			
GARTH HOUSE	60,000.00	507060	
JEFFERSON CTY. APPRAISAL DISTRICT	256,400.15	507069	
CASH ADVANCE ACCOUNT	30.00	507070	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	507100	
INTERFACE EAP, INC	1,313.55	507109	
VERIZON WIRELESS	303.96	507122	
FIBERLIGHT LLC	1,998.75	507230	
BOSWORTH PAPERS	1,770.00	507234	
K2 TOWERS III, LLC	2,435.00	507240	
CHARTER COMMUNICATIONS	2,442.76	507245	329,394.17*
DATA PROCESSING			
DELL MARKETING L.P.	4,310.43	507049	
CDW COMPUTER CENTERS, INC.	289.02	507112	
ENTERPRISE SYSTEMS CORPORATION	3,575.00	507193	

NAME	AMOUNT	CHECK NO.	TOTAL
PROGRESS SOFTWARE CORPORATION	312.00	507219	
STEEPMEADOW SOLUTIONS, LLC	6,145.92	507243	
ODP BUSINESS SOLUTIONS, LLC	127.95	507249	
CITIBANK NA	135.99	507255	
			14,896.31*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	187.03	507127	
ELECTIONS DEPARTMENT			187.03*
SIERRA SPRING WATER CO. - BT	34.47	507131	
AT&T MOBILITY	981.41	507199	
			1,015.88*
DISTRICT ATTORNEY			
COCOMO JOE'S	125.00	507048	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	507101	
UNITED STATES POSTAL SERVICE	121.89	507127	
FUNCTION 4 LLC	527.08	507203	
ODP BUSINESS SOLUTIONS, LLC	436.22	507249	
CITIBANK NA	2.51	507255	
			1,272.70*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	634.44	507070	
UNITED STATES POSTAL SERVICE	125.62	507127	
			760.06*
CRIMINAL DISTRICT COURT			
DAVID GROVE	4,375.00	507035	
THOMAS J. BURBANK PC	9,340.00	507040	
DONALD W. DUESLER & ASSOC.	8,750.00	507050	
MARSHA NORMAND	8,750.00	507075	
WENDELL RADFORD	1,700.00	507081	
KEVIN PAULA SEKALY PC	8,750.00	507088	
KEVIN S. LAINE	4,375.00	507110	
JOHN D WEST	8,750.00	507117	
LANGSTON ADAMS	8,750.00	507137	
LAURIE PEROZZO	900.00	507166	
JASON ROBERT NICKS	5,175.00	507169	
JAMES R. MAKIN, P.C.	3,227.50	507176	
WILLIAM MARCUS WILKERSON	1,800.00	507186	
CITIBANK NA	240.00	507255	
ERICA W PORTER	800.00	507265	
			75,682.50*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	34.95	507093	
CITIBANK NA	240.00	507255	
			274.95*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	507103	
KEVIN S. LAINE	4,375.00	507110	
UNITED STATES POSTAL SERVICE	33.72	507127	
ADA V. CHRISTY, CSR	1,072.50	507138	
JASON ROBERT NICKS	4,375.00	507169	
ALLEN PARKER	8,750.00	507170	
BRITTANIE HOLMES	8,750.00	507184	
MARVIN LEWIS JR	8,750.00	507215	
THE SAMUEL FIRM, PLLC	800.00	507217	
CITIBANK NA	325.00	507255	
			45,981.22*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	57.40	507036	
ANITA F. PROVO	1,025.00	507080	
SOUTHEAST TEXAS WATER	14.95	507096	
GERMER PLLC	814.00	507113	
UNITED STATES POSTAL SERVICE	1.08	507127	
REALTIME REPORTING SERVICES INC.	1,198.30	507175	
BRITTANIE HOLMES	440.00	507184	

NAME	AMOUNT	CHECK NO.	TOTAL
WILLIAM FORD DISHMAN	330.00	507191	
SHELANDER LAW OFFICE	550.00	507238	
317TH DISTRICT COURT			4,430.73*
ANITA F. PROVO	110.00	507080	
KEVIN PAULA SEKALY PC	1,750.00	507088	
CHARLES ROJAS	435.00	507115	
JOEL WEBB VAZQUEZ	220.00	507145	
ALLEN PARKER	110.00	507170	
BRITTANIE HOLMES	220.00	507184	
WILLIAM FORD DISHMAN	220.00	507191	
JUSTICE COURT-PCT 1 PL 1			3,065.00*
UNITED STATES POSTAL SERVICE	75.88	507127	
JUSTICE COURT-PCT 1 PL 2			75.88*
UNITED STATES POSTAL SERVICE	4.06	507127	
JUSTICE COURT-PCT 2			4.06*
CDW COMPUTER CENTERS, INC.	134.48	507112	
ODP BUSINESS SOLUTIONS, LLC	495.41	507249	
JUSTICE COURT-PCT 4			629.89*
LOWE'S HOME CENTERS, INC.	332.02	507135	
JUSTICE COURT-PCT 6			332.02*
UNITED STATES POSTAL SERVICE	19.77	507127	
DIRECTV, LLC	110.87	507242	
JUSTICE OF PEACE PCT. 8			130.64*
UNITED STATES POSTAL SERVICE	187.70	507128	
COUNTY COURT AT LAW NO.1			187.70*
UNITED STATES POSTAL SERVICE	2.03	507127	
SIERRA SPRING WATER CO. - BT	72.93	507132	
COUNTY COURT AT LAW NO. 2			74.96*
TODD W LEBLANC	300.00	507033	
UNITED STATES POSTAL SERVICE	10.28	507127	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	507237	
COUNTY COURT AT LAW NO. 3			710.28*
NATHAN REYNOLDS, JR.	250.00	507082	
UNITED STATES POSTAL SERVICE	.51	507127	
SIERRA SPRING WATER CO. - BT	1.99	507133	
BRITTANIE HOLMES	250.00	507184	
THE SAMUEL FIRM, PLLC	650.00	507217	
COURT MASTER			1,152.50*
UNITED STATES POSTAL SERVICE	.84	507127	
RICHARD D HUGHES ATTORNEY AT LAW	1,450.00	507232	
CITIBANK NA	35.00	507255	
MEDIATION CENTER			1,485.84*
SOUTHEAST TEXAS WATER	49.00	507095	
UNITED STATES POSTAL SERVICE	2.03	507127	
SHERIFF'S DEPARTMENT			51.03*
ENTERGY	630.98	507062	
SAM'S WESTERN WEAR, INC.	241.19	507085	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	90.60	507097	
SUTHERLAND LUMBER CO.	195.56	507098	
CDW COMPUTER CENTERS, INC.	576.30	507112	
UNITED STATES POSTAL SERVICE	1,006.74	507127	
THIRD COAST TINT	180.00	507162	
RITA HURT	550.00	507178	
BECKER PRINT & MAIL	807.82	507207	
ODP BUSINESS SOLUTIONS, LLC	1,612.28	507249	
AMAZON CAPITAL SERVICES	31.98	507253	
CITIBANK NA	1,245.00	507255	
BEAUMONT OCCUPATIONAL SERVICES	34.95	507256	
			7,203.40*
CRIME LABORATORY			
DELL MARKETING L.P.	57.19	507049	
FED EX	46.85	507058	
CASH ADVANCE ACCOUNT	1,262.10	507070	
SWAFS	1,150.00	507084	
JUSTICETRAX	14,189.40	507155	
CITIBANK NA	500.00	507255	
			17,205.54*
JAIL - NO. 2			
BOB BARKER CO., INC.	72.87	507038	
BEAUMONT TRACTOR COMPANY	156.64	507039	
CITY OF BEAUMONT - WATER DEPT.	16.00	507042	
ECOLAB	598.66	507051	
FAST SIGNS, INC.	57.97	507057	
W.W. GRAINGER, INC.	663.72	507061	
ENTERGY	34,238.88	507062	
JACK BROOKS REGIONAL AIRPORT	539.34	507068	
CASH ADVANCE ACCOUNT	472.14	507070	
JOHNSON CONTROLS, INC.	1,100.00	507071	
KIRKSEY'S SPRINT PRINTING	99.80	507072	
M&D SUPPLY	31.36	507073	
SCOOTER'S LAWNMOWERS	356.44	507087	
LOWE'S HOME CENTERS, INC.	66.26	507135	
NORTH SHORE SUPPLY COMPANY	380.00	507143	
GULF COAST ELECTRIC CO., INC.	5,570.00	507163	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	840.99	507165	
WORLD FUEL SERVICES	3,082.36	507167	
DRAGONFLY INTERPRETING SERVICES	343.75	507182	
24 HR SAFETY LLC	147.58	507194	
GALLS LLC	3,176.49	507196	
CINTAS CORPORATION	1,182.76	507202	
TRINITY SERVICES GROUP INC	53,125.83	507220	
VICTORY SUPPLY LLC	9,740.00	507222	
BOEING DISTRIBUTION, INC	67.72	507227	
I-CON SYSTEMS INC	1,807.47	507233	
ODP BUSINESS SOLUTIONS, LLC	1,005.70	507249	
CITIBANK NA	71.88	507255	
			119,012.61*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	184.06	507034	
CHERYL TARVER	104.80	507108	
SHANNA CITIZEN	70.74	507136	
ROXANA MITCHELL	161.79	507197	
SHERONDA LEE	85.15	507209	
BRENDA WOOD	131.00	507231	
TY-JUNEA JONES	79.26	507239	
NICOLE BONSALE	152.62	507254	
CASTILE COLBERT III	152.62	507261	
LAQUITA TORRES	65.50	507262	
			1,187.54*
JUVENILE DETENTION HOME			
ENTERGY	4,608.51	507062	
SANITARY SUPPLY, INC.	724.50	507086	
AT&T	713.19	507097	
BEN E KEITH COMPANY	3,569.40	507144	
ODP BUSINESS SOLUTIONS, LLC	1,389.74	507249	
FLOWERS BAKING COMPANY OF HOUSTON	110.39	507252	
			11,115.73*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE CONSTABLE-PCT 2	36.98	507127	36.98*
CITIBANK NA CONSTABLE-PCT 4	5.25	507255	5.25*
GT DISTRIBUTORS, INC. LOWE'S HOME CENTERS, INC. DISH NETWORK	251.91 332.03 82.36	507059 507135 507159	666.30*
CONSTABLE-PCT 6 COCOMO JOE'S UNITED STATES POSTAL SERVICE CITIBANK NA	70.00 3.04 16.61	507048 507127 507255	89.65*
CONSTABLE PCT. 7 POSTMASTER	452.00	507079	452.00*
AGRICULTURE EXTENSION SVC DAVID OATES HALLEE M SMITH AMAZON CAPITAL SERVICES REBECCA CARPENTER	300.00 376.84 153.00 60.00	507201 507241 507253 507258	889.84*
HEALTH AND WELFARE NO. 1 CLAYBAR FUNERAL HOME, INC. MERCY FUNERAL HOME AUTO TRIM EXPRESS CLAYBAR HAVEN OF REST UNITED STATES POSTAL SERVICE EZE D EDE MD ODP BUSINESS SOLUTIONS, LLC	3,000.00 1,500.00 175.00 2,480.00 83.24 3,140.91 174.58	507045 507074 507116 507125 507127 507229 507249	10,553.73*
HEALTH AND WELFARE NO. 2 CLAYBAR FUNERAL HOME, INC. ENERGY MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC EZE D EDE MD ODP BUSINESS SOLUTIONS, LLC	1,500.00 90.18 150.38 219.66 1,500.00 3,140.91 217.16	507046 507065 507114 507128 507171 507229 507249	6,818.29*
NURSE PRACTITIONER MCKESSON MEDICAL-SURGICAL INC	38.10	507114	38.10*
CHILD WELFARE UNIT J.C. PENNEY'S ROSS DRESS FOR LESS, INC. BEAUMONT OCCUPATIONAL SERVICES	893.50 3,603.78 469.90	507134 507154 507256	4,967.18*
INDIGENT MEDICAL SERVICES CARDINAL HEALTH 110 INC	36,628.17	507190	36,628.17*
MAINTENANCE-BEAUMONT BILL CLARK BUGSPERTS ECOLAB W.W. GRAINGER, INC. M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T WORTH HYDROCHEM OF THE GULF COAST	657.00 220.54 196.13 70.64 3,397.38 264.04 1,149.58 290.00	507044 507051 507061 507073 507086 507089 507097 507107	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T GLOBAL SERVICES	473.50	507139	
BAKER DISTRIBUTING COMPANY	289.40	507142	
CENTERPOINT ENERGY RESOURCES CORP	1,675.33	507147	
AI FILTER SERVICE COMPANY	732.70	507177	
AMAZON CAPITAL SERVICES	865.60	507253	
ELITE ROOFING SUPPLY I LLC	269.90	507266	
			10,551.74*
MAINTENANCE-PORT ARTHUR			
BAKER DISTRIBUTING COMPANY	129.97	507142	
THE HOME DEPOT PRO	701.31	507218	
			571.34*
MAINTENANCE-MID COUNTY			
ENTERGY	1,858.67	507062	
ACE IMAGEWEAR	39.54	507089	
AT&T	717.32	507097	
W. JEFFERSON COUNTY M.W.D.	52.66	507104	
CHARTER COMMUNICATIONS	49.87	507247	
			2,718.06*
SERVICE CENTER			
A-1 TINT & ACCESSORIES	449.00	507032	
HI-LINE	115.50	507066	
J.K. CHEVROLET CO.	506.62	507067	
PHILPOTT MOTORS, INC.	1,092.88	507076	
TATE & CO., INC.	1,730.75	507099	
JEFFERSON CTY. TAX OFFICE	16.75	507118	
JEFFERSON CTY. TAX OFFICE	16.75	507119	
JEFFERSON CTY. TAX OFFICE	16.75	507120	
JEFFERSON CTY. TAX OFFICE	7.50	507121	
HERRERA'S EMERGENCY LIGHTING	80.00	507140	
BUMPER TO BUMPER	362.88	507146	
ROBERT'S TEXACO XPRESS LUBE	56.00	507164	
SPANKY'S WRECKER SERVICE INC	150.00	507180	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,056.00	507181	
ADVANCE AUTO PARTS	147.39	507188	
1800RADIATOR & AC	189.00	507195	
ODP BUSINESS SOLUTIONS, LLC	97.48	507249	
MUNRO'S UNIFORM SERVICES, LLC	338.45	507250	
CITIBANK NA	7.99	507255	
			7,437.69*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	20.70	507128	
			20.70*
			732,038.81**
MOSQUITO CONTROL FUND			
ENTERGY	405.51	507062	
JACK BROOKS REGIONAL AIRPORT	273.83	507068	
PHILPOTT MOTORS, INC.	2,045.13	507076	
SANITARY SUPPLY, INC.	243.90	507086	
ACE IMAGEWEAR	72.18	507089	
AT&T	43.83	507097	
UNITED PARCEL SERVICE	22.74	507102	
PRO PEST AND LAWN STORE	183.00	507205	
CHARTER COMMUNICATIONS	82.52	507246	
AERO PERFORMANCE	3,377.70	507251	
			6,750.34**
BREATH ALCOHOL TESTING			
ALDINGER COMPANY	187.00	507189	
			187.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,095.00	507228	
			1,095.00**
SECURITY FEE FUND			
SMITHS DETECTION, INC	2,866.00	507187	
			2,866.00**
EMPG GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	21.45	507094	
ROBERT GRIMM	1,612.20	507212	
CITIBANK NA	300.00	507255	
JEFFRY PHILLIPS	1,182.68	507268	
JUVENILE PROB & DET. FUND			2,516.33**
VERIZON WIRELESS	65.08	507124	
COMMUNITY SUPERVISION FND			65.08**
TDCJ-TLDD CONFERENCE FUND	600.00	507041	
SANITARY SUPPLY, INC.	574.40	507086	
UNITED STATES POSTAL SERVICE	75.61	507127	
UNITED STATES POSTAL SERVICE	71.34	507128	
REDWOOD TOXICOLOGY LABORATORY, INC	20,495.00	507160	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	507161	
JCCSC	293.00	507174	
DWI PRETRIAL DIVERSION			29,074.35**
SANITARY SUPPLY, INC.	400.00	507086	
CLASSIC FORMS AND PRODUCTS	578.60	507141	
COMMUNITY CORRECTIONS PRG			978.60**
TDCJ-TLDD CONFERENCE FUND	400.00	507041	
JAG GRANTS			400.00**
DELL MARKETING L.P.	3,092.76	507049	
LAW OFFICER TRAINING GRT			3,092.76**
ENTERGY	305.93	507062	
COUNTY CLK RECORDS ARCHIV			305.93**
CDW COMPUTER CENTERS, INC.	94.57	507112	
COUNTY RECORDS MANAGEMENT			94.57**
HHM & ASSOCIATES, INC.	1,539.21	507235	
HOTEL OCCUPANCY TAX FUND			1,539.21**
M&D SUPPLY	190.52	507073	
AT&T	96.10	507097	
DISH NETWORK	133.37	507158	
FERGUSON ENTERPRISES INC	111.28	507204	
MUNRO'S UNIFORM SERVICES, LLC	92.66	507250	
CITIBANK NA	74.50	507255	
AIRPORT FUND			698.43**
ENTERGY	9,605.29	507064	
WILLIAM CECKA	103.05	507130	
DISH NETWORK	115.37	507157	
AMAZON CAPITAL SERVICES	117.95	507253	
CITIBANK NA	490.00	507255	
CHARMAINE JOHNSON	10.48	507267	
AIRPORT IMPROVE. GRANTS			10,442.14**
GARVER LLC	60,500.00	507172	
SE TX EMP. BENEFIT POOL			60,500.00**
STANDARD INSURANCE COMPANY	26,364.63	507149	
RELIANCE STANDARD LIFE INSURANCE	6,284.66	507151	
EXPRESS SCRIPTS INC	246,769.77	507208	
NEUROMUSCULAR CORPORATE SOLUTIONS	21,600.00	507216	
UNITED HEALTHCARE SERVICES INC	127,232.20	507224	
LIABILITY CLAIMS ACCOUNT			428,251.26**

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY - WORKERS COMP	4,001.74	507263	4,001.74**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	6,240.59	507263	
JEFFERSON CTY - WORKERS COMP	7,181.60	507264	13,422.19**
SHERIFF'S FORFEITURE FUND			
AIRBORNE PUBLIC SAFETY ASSOC	1,180.00	507211	
DYLAN LISCHAU	124.00	507244	1,304.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,764.71	507011	
CLEAT	324.00	507012	
JEFFERSON CTY. TREASURER	12,053.58	507013	
RON STADTMUELLER - CHAPTER 13	182.31	507014	
INTERNAL REVENUE SERVICE	208.00	507015	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,800.00	507016	
JEFFERSON CTY. COMMUNITY SUP.	6,830.65	507017	
JEFFERSON CTY. TREASURER - HEALTH	552,243.03	507018	
JEFFERSON CTY. TREASURER - GENERAL	70.00	507019	
JEFFERSON CTY. TREASURER - PAYROLL	1,999,810.00	507020	
JEFFERSON CTY. TREASURER - PAYROLL	668,903.19	507021	
MONY LIFE INSURANCE OF AMERICA	43.86	507022	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,703.03	507023	
JEFFERSON CTY. TREASURER - TCDRS	784,890.66	507024	
JEFFERSON COUNTY TREASURER	2,991.12	507025	
JEFFERSON COUNTY - TREASURER -	8,249.74	507026	
NECHES FEDERAL CREDIT UNION	33,380.24	507027	
JEFFERSON COUNTY - NATIONWIDE	55,329.71	507028	
SBA - U S DEPARTMENT OF TREASURY	286.87	507029	
INVESCO INVESTMENT SERVICES, INC	566.66	507030	4,147,631.36**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	100.00	507257	100.00**
ARPA CORONAVIRUS RECOVERY			
SILSBEE FORD INC	52,743.15	507192	
LAKE COUNTRY CHEVROLET, INC.	133,007.00	507213	
CHASTANG FORD	66,983.00	507259	
BURNS ARCHITECTURE LLC	25,000.00	507260	277,733.15**
MARINE DIVISION			
ENTERGY	81.48	507062	
JACK BROOKS REGIONAL AIRPORT	144.18	507068	
GALLS LLC	497.12	507196	
AIRBORNE PUBLIC SAFETY ASSOC	590.00	507210	
AERO PERFORMANCE	14.73	507251	1,327.51**
SHERIFF - COMMISSARY			
TRINITY SERVICES GROUP INC	1,283.25	507220	1,283.25**
			5,786,297.04***

DEMOLITION WAIVER

City of Port Arthur
Development Services—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al., am the owner of a Residence
(Owner's Name) (Description of Building(s))
at 1828 E.15th Street, legally described as Lot 3 Block 366 City of Port Arthur Addition
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [Handwritten Signature]

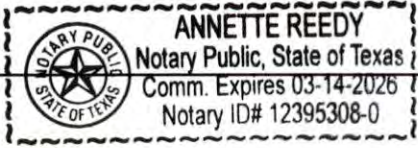
Mailing Address: P.O. Box 4025, BEAUMONT, TX 77704

Telephone Number(s): 409-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 13th DAY OF June, 2023

Annette Reedy
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 3-14-2026



DEMOLITION WAIVER

City of Port Arthur
Development Services—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al., am the owner of a Residence/Carport
(Owner's Name) (Description of Building(s))
at 3122 Ozark Avenue, legally described as Lot 12 Block 9 Park Place 2 Addition
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [Handwritten Signature]

Mailing Address: P.O. Box 4025, BEAUMONT, TX 77704

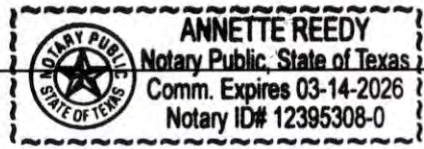
Telephone Number(s): 409-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 13th DAY OF June, 20 23

[Handwritten Signature: Annette Reedy]

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 3-14-2026



JUNE 5, 2023
Application Date

03-0W-23
Permit Number

N/A
State Permit Number
(If Applicable)

2 E 4
Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Duphil Inc Phone Number: 409-983-8550

Business Address: 6608 I-10 West Orange, Tx. 77632

Local Representative: DAN WEAVER

Description of Work/Type/Location: Pipeline Construction / Jefferson County
HAULING EQUIPMENT AND CONSTRUCTION MATERIALS

Description of Route: Hillebrand Rd - From FM 365 to W. Port Arthur Rd.,

Humble Camp Rd - From Hillebrand Rd to Latta Rd, Latta Rd. From Humble Camp Rd to
Browns Rd.

Bond Number: SUR 0079554

Bond Amount: \$600,000.00

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 No (If No Reason) _____

SEE ATTACHED ROAD USE AGREEMENT

This Overweight Vehicle Permit is granted by Jefferson County. Permittee 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.

Duphil Inc.
Business Name

P.O. Box 458
Mailing Address

Orange, Tx. 77631

Dan Weaver / Fleet Operations
Representative Name and Title

Dan Weaver June 5, 2023
Representative Signature and Date

Jefferson County

Michael [Signature]
County Engineer

Mike Johnson Precinct 2 | D. Newman Precinct 4
Precinct Superintendent

[Signature]
Engineering Specialist

DUPHIL CONSTRUCTION
COMPANY ORANGE TX 7486
SUR 0079534 ARGUMENT INS.
CHICAGO IL.



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

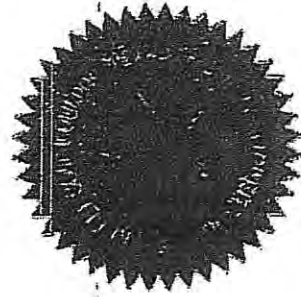
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





 JUDGE JEFF R. BRANICK
 County Judge

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND

WHEREAS, Duphil Inc (hereinafter "Company") intends to conduct Pipe line installation [describe operation], (hereinafter the "Project") at a site located on SEE Attached maps (county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road SEE Attached Maps;
2. County Road H. Hebrandt, Latte, Humble Camp Rd.; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

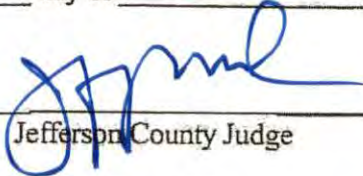
WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road SEE Attached Maps and County road _____ 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 5/30, 2023 to a termination date of 5/29, 2024. 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 I 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.

- 4. Company shall provide a surety bond in the sum of [\$ 1,000,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 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: _____ and County [2nd road name: _____] 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 _____ day of _____, _____



 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 13th day of June, 2023

Attest:



 Jefferson County Clerk LAURIE LEISTER
 CHIEF DEPUTY COUNTY CLERK

Authorized Agent for _____



THE STATE OF TEXAS,

§
§
§

COUNTY OF JEFFERSON

I, Carol Flanigan a notary public, do hereby certify that on this 1ST day of JUNE, 2023, personally appeared before me RON REDKES, being by me first duly sworn, declared that he is the SR. VICE PRESIDENT of DUPAIL, LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 1ST day of June 2023.



Carol Flanigan
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires 10-24-2026

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 [2nd 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 \$ 28 per hour x _____ hours = \$ _____

Other \$ 26 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 \$ 80 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] \$ _____

**BOND
(License or Permit - Continuous)**

ARGONAUT INSURANCE COMPANY
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. SUR0079554

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Duphil Inc, as Principal, and **Argonaut Insurance Company**, a corporation duly incorporated under the laws of the State of Illinois and authorized to do business in the State of TX, as Surety, are held and firmly bound unto Jefferson County, Texas, as Obligee, in the penal sum of Six Hundred Thousand Dollars and 00/100 (\$600,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Overweight Vehicle

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the 30th day of May, 2023.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 30th day of May, 2023.

Duphil Inc
By: [Signature], Principal

Argonaut Insurance Company
By: [Signature]
Kevin McQuain, Attorney in SEAL



**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint: **Kevin McQuain**

Surety Bond No.: SUR0079554
Principal: Duphil Inc
Obligee: Jefferson County, Texas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



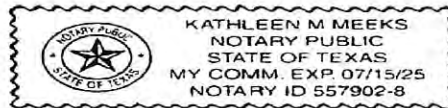
by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 30th day of May, 2023.



Austin W. King

Austin W. King, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds \$600,000⁰⁰ 5420079554 ARGONAUT INS COMP. CHICAGO IL.

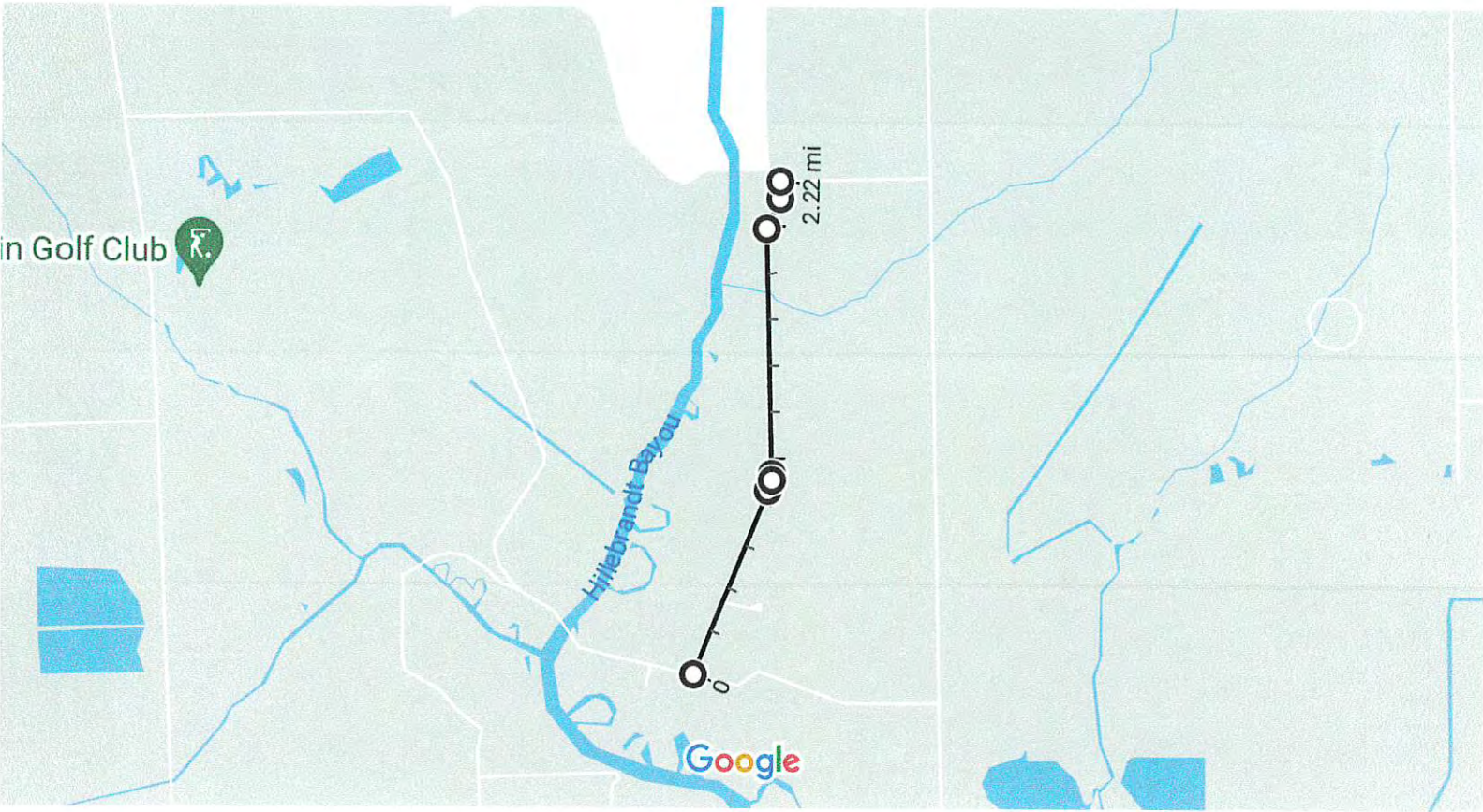
Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of \$10,000.00 for each roadway crossing and \$100,000.00 per mile or fraction thereof or \$25,000.00 per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

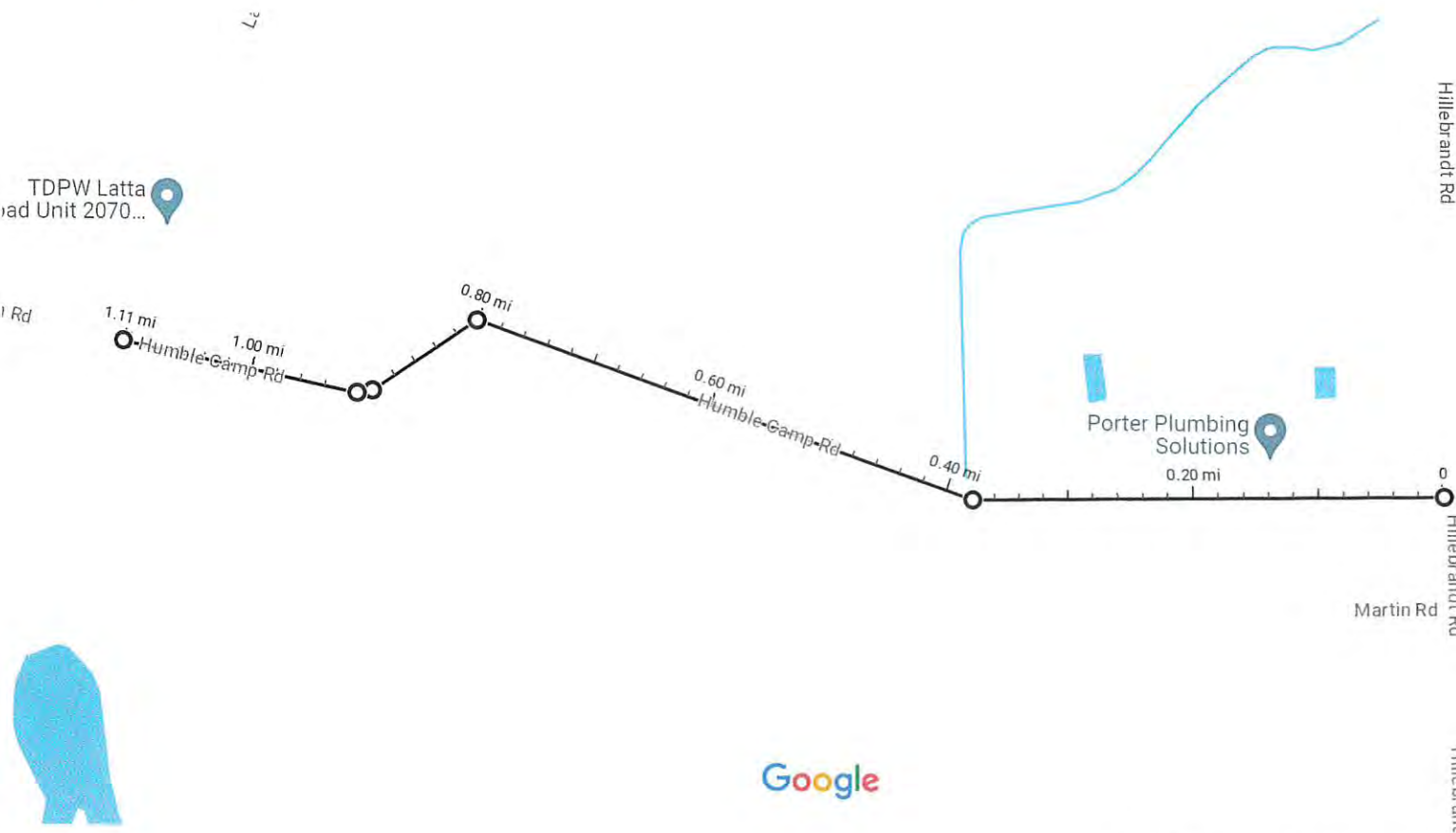
This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.



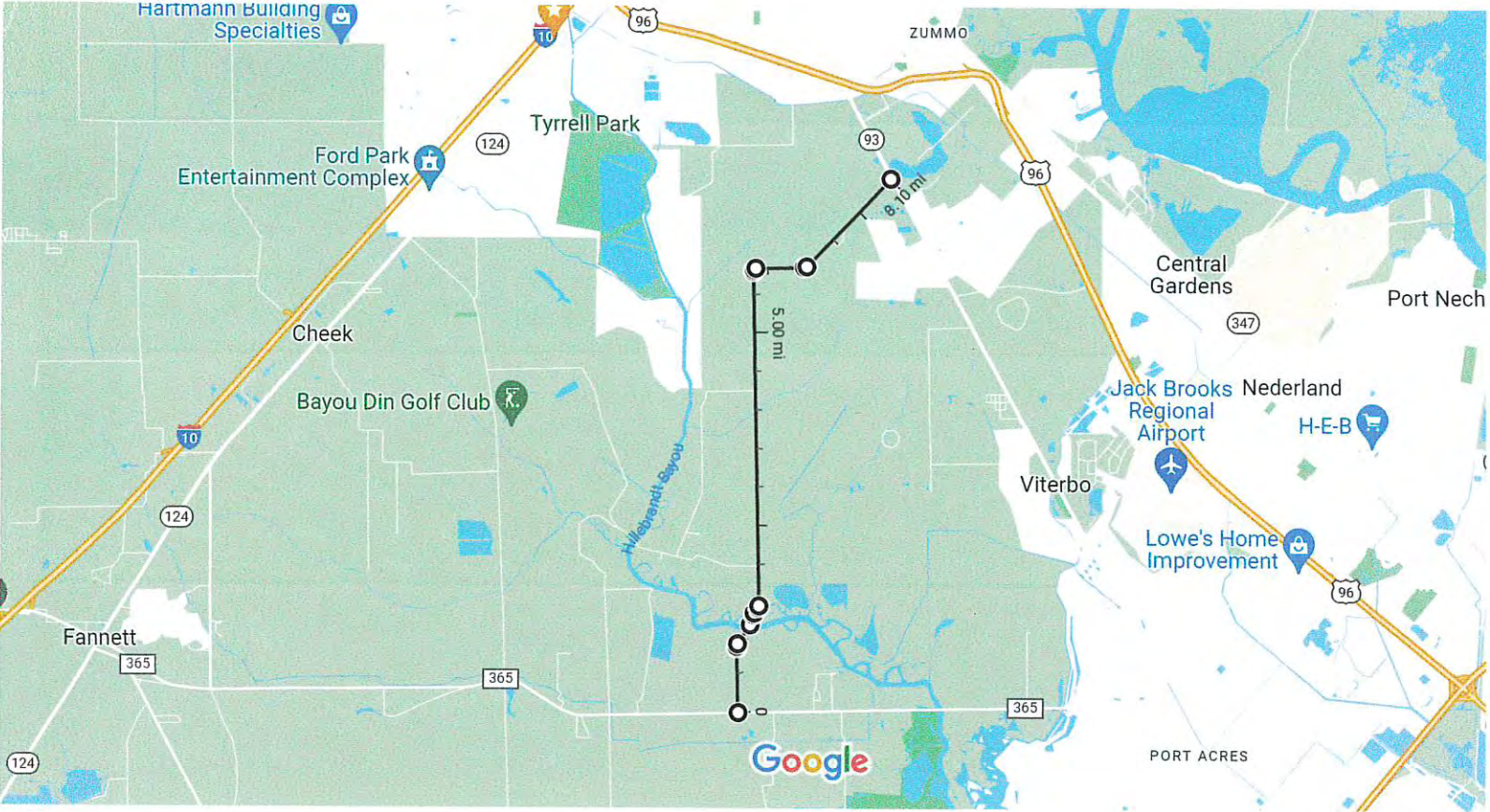
Map data ©2023 1 mi

Measure distance
Total distance: 2.22 mi (3.57 km)



Map data ©2023 500 ft

Measure distance
Total distance: 1.11 mi (1.78 km)



Map data ©2023 2 mi

Measure distance
Total distance: 8.10 mi (13.04 km)

Permit No. 08-U-23
Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: 06/07/2023
~~05/17/2023~~

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T COMMUNICATIONS

_____, (Company) does hereby made application 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 6 Hilebrandt Rd Fiber project, location of which is fully described as follows:

7 pages of drawings attached.

Construction will begin on or after ~~MAY 30~~, 06/07 2023

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 ~~05/30/2023~~ 06/13/2023 and all subsequent revisions thereof to date.

Company BYERS ENGINEERING

By LINDSAY SHORT

Title PERMIT QUALITY CONTROL

Address 208 SOUTH AKARD RM 1820 DALLAS TX

Telephone 800-246-8464 /281-374-3725

Fax No. FTH_PERMITS@BYERS.COM

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>N/A</u>	road crossing @ \$100.00	<u>\$ N/A</u>
<u>N/A</u>	miles parallel @ \$150.00/mile or fraction	<u>\$ N/A</u>
TOTAL		<u>\$ N/A</u>

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

~~06/00/23~~ 06/07/23

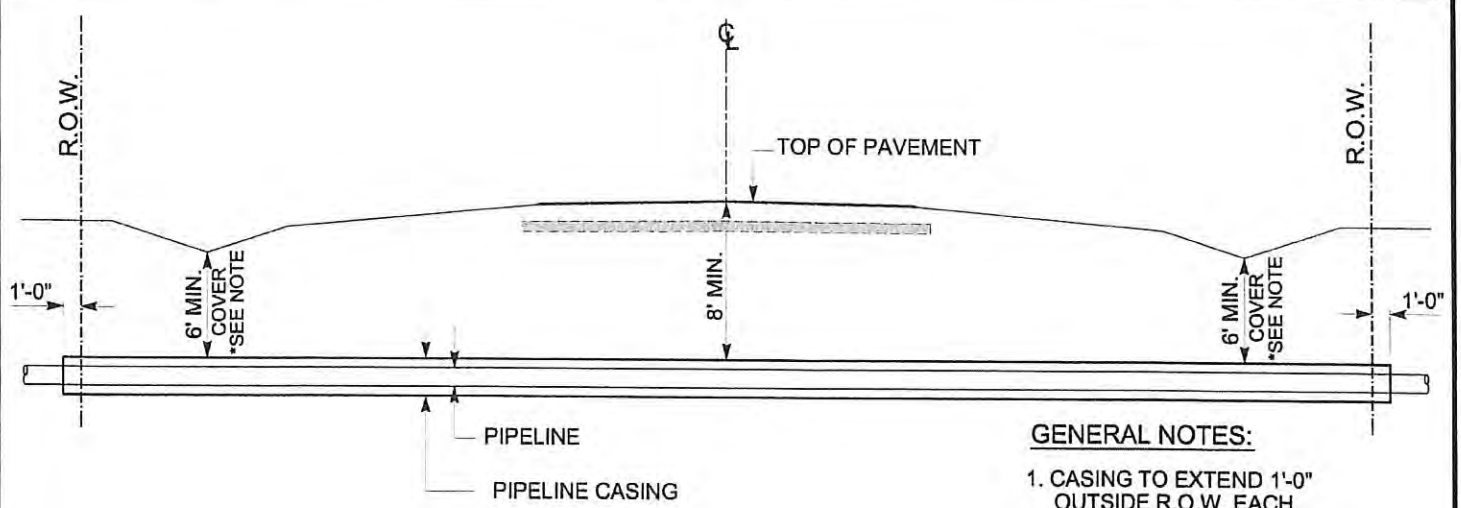
Date

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

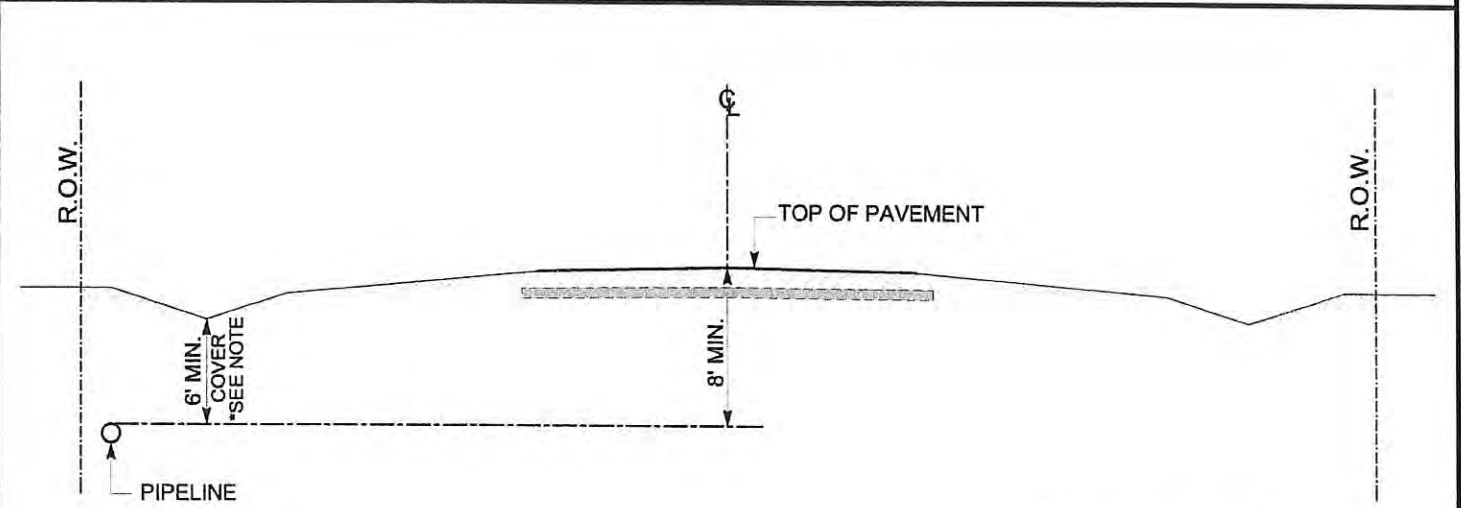


GENERAL NOTES:

- 1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
- 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
- 3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

- 1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

his email message is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in Precinct 2 of the County's jurisdiction. Please see the attached plan set (REV 00) for consideration of no objection to proposed work. Notice is hereby given that AT&T Communications "Company" is proposing work that affects the County's rights of ways that can be described as follows:

- FROM AN EXISTING HANDHOLE (@29°54'50.1"N 94°06'44.1"W) LOCATED IN THE EAST ROW OF HILLEBRANDT RD IS 327 FT NORTH OF THE CENTERLINE OF FM 365 AT&T PROPOSES TO DIRECTIONAL BORE NORTH @36" DEPTH TO PLACE FIBER OPTIC CABLE IN 1.25" INNERDUCT FOR 433' CROSSING **CAUTION*** KINDER MORGAN PIPELINE (1-800-633-0104) AND **CAUTION*** CIPCO GAS PIPELINE (1-800-545-6005) WHILE PLACING A 70' 4" PVC BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG EAST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 1624' CROSSING BERRY DR, **CAUTION*** SUNOCO PIPELINE (1-800-753-5531), WHILE PLACING A 50' 4" PVC, AND CROSSING UNKNOWN RD BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG EAST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 1250' CROSSING LENE LN BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG EAST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 743' BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG EAST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 1170' BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG EAST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE WEST CROSSING HILLEBRANDT ROAD TO WEST ROW OF HILLEBRANDT ROAD BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG WEST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH @60 BELOW BOTTOM OF WATER LINE TO PLACE FIBER OPTIC CABLE IN 1.25" INNERDUCT FOR 725' **CAUTION*** CROSSING HILLEBRANDT BAYOU BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG WEST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 831' BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG WEST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 964' CROSSING LOMBARDO RD BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG WEST ROW OF HILLEBRANDT ROAD DIRECTIONAL BORE NORTH CONTINUED FOR 828' CROSSING HILLEBRANDT ACRES BEFORE PLACING A PROPOSED 24X36X24 HAND HOLE
- EXITING PROPOSED HAND HOLE ALONG WEST ROW OF HILLEBRANDT ROAD PROPOSED TELECOMMUNICATIONS CABLE NORTH FOR 2' BEFORE ENTERING EXISTING HANDHOLE (@29°56'09.9"N 94°06'28.6"W) LOCATED IN THE WEST

9343 HILLBRANDT ROAD X Q



(2 of 2)

FID	2
ID	2
AREA	119.383980
DISTRICT	2
MEMBERS	1.000000
LOCKED	
NAME	
POPULATION	64279.000000
HISPAN_C_O	12002.000000
NH_WHT	43143.000000
NH_BLK	4695.000000
NH_IND	178.000000
NH_ASN	2356.000000
NH_HWN	20.000000
NH_OTH	152.000000
Zoom To	...

REQUIRED NOTICES:

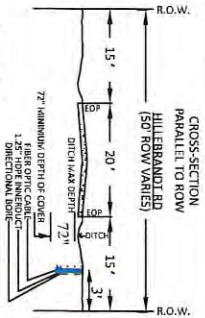
1. CONTRACTOR TO CONTACT JEFFERSON COUNTY ENGINEERING DEPARTMENT AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO CONTACT LOCAL CITY, TOWN, & COUNTY UTILITIES IN AREA BEFORE WORKING ON CROSSING.
3. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE APPLICABLE UTILITY COMPANY AND THE COMMISSIONER OF PUBLIC SAFETY AND THE COMMISSIONER OF TRANSPORTATION AND SAFETY PRIOR TO ANY WORK.
4. CONTRACTOR SHALL CONTACT AT LEAST TWO (2) LOCAL LAW ENFORCEMENT AGENCIES TO MARK THE APPROXIMATE LOCATION OF BURIED AND UTILITY COMPANIES IN THE AREA.
5. CONTRACTOR SHALL CONTACT JEFFERSON COUNTY ENGINEERING DEPARTMENT AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO HAVE INDEPENDENT SIGNAL CABLE LOCATIONS MARKED.

TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

1. ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
2. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE ELEMENS SAFETY TO THE PUBLIC.
3. NO MORE THAN ONE TRENCH OPEN AT ONE TIME. TRENCHES SHALL BE BACKFILLED AND COMPACTED IN 10" LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT.)
4. ALL TRENCHES TO BE OPENED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY. NO DIRT NUISANCE TO ROADWAY.
5. TO ASSURE ADEQUATE DRAINAGE, ALL TRENCHES TO BE OPENED AT THE END OF EACH DAY OF WORK AND TO BE OPENED FOR A MINIMUM OF 48 HOURS PRIOR TO OPERATION ON A PORTION OF THE EQUIPMENT. PRECAUTIONS SHALL BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE INFRASTRUCTURE.

RESTORATION NOTES & SPECIFICATIONS:

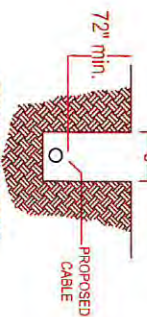
1. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. IF ANY DAMAGE TO ROAD SHALL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETE.
2. ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE PROJECT AREA. ALL EXCESS MATERIAL SHALL BE PLACED IN A DESIGNATED AREA WITH USURBER IDENTIFICATION. (NO EXCESS MATERIAL TO BE LEFT UNPROTECTED.)
3. AREA DISTURBED BY WORK SHALL BE RESEEDDED. THE UTILITY OWNER & THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESEEDING.
4. ALL EXCESS MATERIAL SHALL BE REMOVED FROM THE ROADWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESEEDING.
5. ALL EXCESS MATERIAL SHALL BE REMOVED FROM THE ROADWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESEEDING.



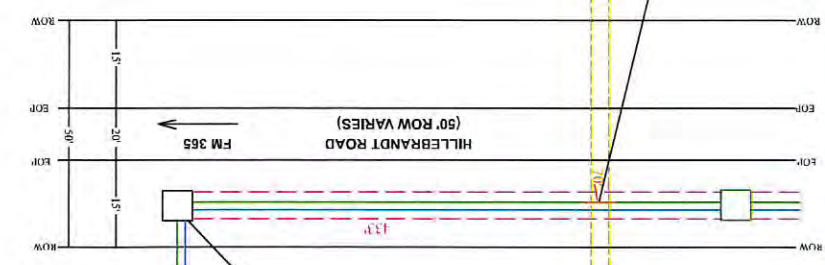
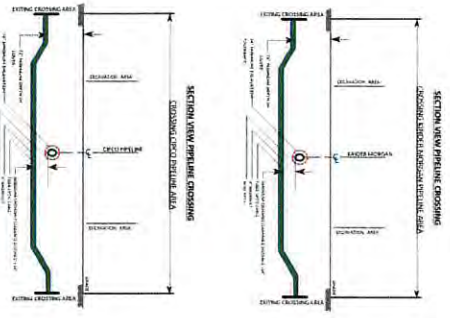
CROSS SECTION NOTES & SPECIFICATIONS

1. TRENCH DEPTH TO BE 12\"/>

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.



1. ALL ROAD CROSSING MUST BE BORED.
2. ALL HANDHOLES SHALL NOT BE PLACED IN DITCH.
3. BORE HITS SHALL BE KEPT AT LEAST 3 FT FROM THE ROAD.
4. BORED SECTIONS WILL EXTEND A MINIMUM 5 FT.



CAUTION: CIVIC GAS PIPELINE 1-800-545-6005

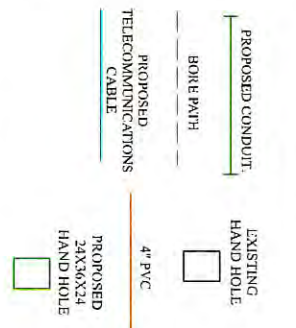
CAUTION: KINDER MORGAN PIPELINE 1-800-633-0104

EXISTING HANDHOLE
 (@35°52'S 117°N 84°06'41\"/>



LOCATION MAP

LEGEND



JEFFERSON COUNTY PERMIT PRINT

REV: 04	REVD DATE: 06/06/2023
ADDRESS: 9343 HILLEBRANDT ROAD BEAUMONT, TEXAS 77705	PROJECT#: A02KLR1 NO SCALE
Byers Engineer R10424	
DRAWN BY: LEANNA JONES	
DATE: 06/15/2023	
KEY: M.A.M.	
PRINT: 1 OF 6	
DWG NAME: 9343 HILLEBRANDT ROAD	



REQUIRED NOTICES:

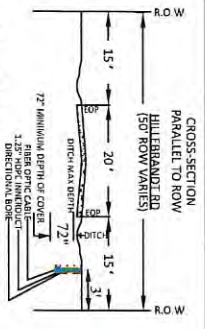
- COMMISSIONER PERMIT # 02
 CARY DECKERSON
 COMMISSIONER PERMIT PHONE: (409) 757-2173
- CONTRACTOR TO NOTIFY DESIGNATED JEFFERSON COUNTY PERMITTING OFFICIALS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL UTILITIES IN AREA TO BE BORING OR CROSSING IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES IN THE AREA PRIOR TO CONSTRUCTION TO SEND LOCATIONS TO BORE THE APPROXIMATE LOCATION OF BORE AND UTILITY COMPANIES IN THE AREA. IF PROPOSED WORK IS WITHIN 100 FEET OF A SIGNAL OPEN INTERSECTION, THE CONTRACTOR SHALL CONTACT INTERSECTION COURTESY THRUERS PRIOR TO CONSTRUCTION TO LAN ENDEGROUND SIGNAL CABLE LOCATIONS MARKED.

TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

- ALL CONSTRUCTION CAN BE COMPLETED IN THE TRAFFIC HOUR INTRAPARTING THE FLOW OF TRAFFIC.
- ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETED SPOTTER TO THE PUBLIC.
- ALL PROGRESS PAVEMENT TO BE REMOVED FROM LEFT OFF THE END OF EACH WORK DAY. (NO TURNCH LEFT OVER OVERNIGHT.)
- ALL PROGRESS PAVEMENT TO BE REMOVED FROM DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- CONSTRUCTION TO TAKE PLACE DURING 3 DAYS, OPENING ONE SECTION OF THE PAVEMENT PREPARATIONS SHALL BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

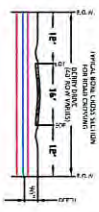
RESTORATION NOTES & SPECIFICATIONS:

- CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO BEGIN. OR, WORK WILL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETE.
- ALL SURFPLACES MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION HINDS BORE PITS TO BE LEFT UNPROTECTED.
- AREA DISTURBED BY WORK SHALL BE RE-STOILED. THE UTILITY OWNER & THE CONTRACTOR.
- ACKNOWLEDGE THAT WHEN ANY WORK IS LOCATED IN THE UTILITY COMPANY'S JURISDICTION FOR THE PRE-CONSTRUCTION LEVELS, ANY EXCESS EXCAVATION FROM THE WORK SHALL BE REMOVED. THE UTILITY OWNER & THE CONTRACTOR ALSO ACKNOWLEDGE THAT JEFFERSON COUNTY SHALL HAVE RESPONSIBILITY TO OBTAIN OTHER FEDERAL, STATE OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.



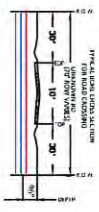
CROSS SECTION NOTES & SPECIFICATIONS:

- MINIMUM DEPTH TO BORE 1.25" HDPE UNDERBENT CONDUIT SHALL BE AT LEAST 72" BELOW GROUND OF ROAD. AND AT LEAST 70" BELOW EXISTING CURB UP ROAD SIDE OF RIGHT OF WAY. AND AT LEAST 70" BELOW GROUND OF ROAD. AND AT LEAST 70" BELOW EXISTING CURB UP ROAD SIDE OF RIGHT OF WAY. AND AT LEAST 70" BELOW GROUND OF ROAD. AND AT LEAST 70" BELOW EXISTING CURB UP ROAD SIDE OF RIGHT OF WAY.
- CONDUIT SHALL BE 1.25" HDPE CONDUIT.
- CONDUIT SHALL BE 1.25" HDPE CONDUIT.

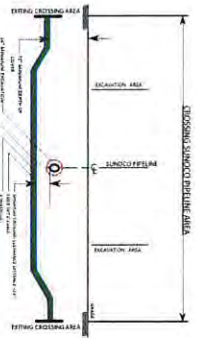


HOLE ROAD CROSSING NOTES & SPECIFICATIONS:

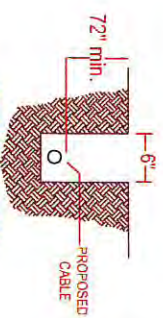
- MINIMUM DEPTH TO BORE 1.25" HDPE UNDERBENT CONDUIT SHALL BE AT LEAST 72" BELOW GROUND OF ROAD. AND AT LEAST 70" BELOW EXISTING CURB UP ROAD SIDE OF RIGHT OF WAY. AND AT LEAST 70" BELOW GROUND OF ROAD. AND AT LEAST 70" BELOW EXISTING CURB UP ROAD SIDE OF RIGHT OF WAY.
- CONDUIT SHALL BE 1.25" HDPE CONDUIT.
- CONDUIT SHALL BE 1.25" HDPE CONDUIT.



SECTION VIEW BORE CROSSING

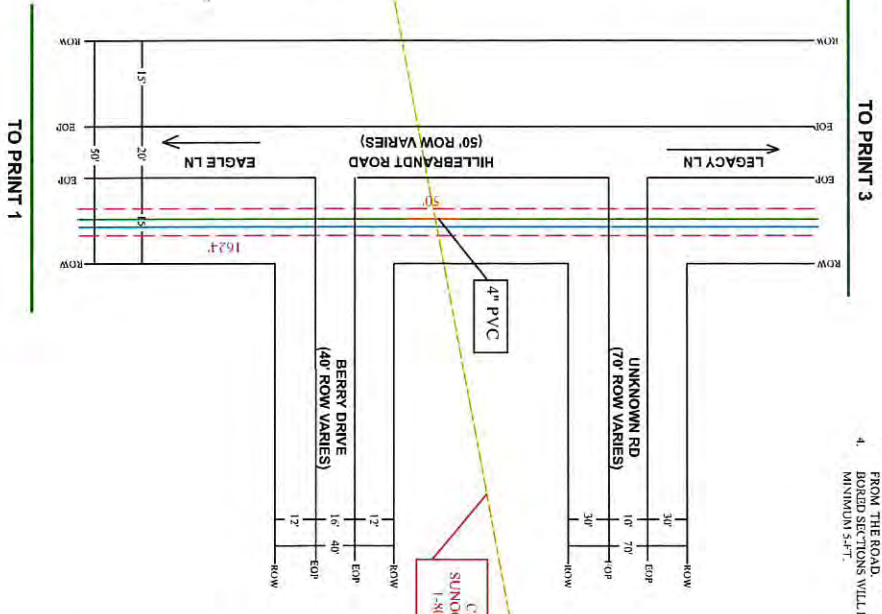


ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.

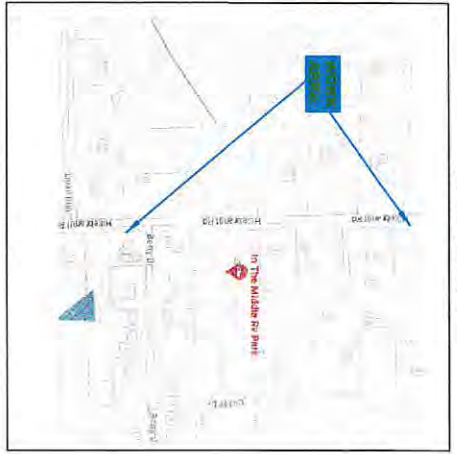


TYPICAL TRENCH DETAIL

- ALL ROAD CROSSING MUST BE BORED.
- ALL HANDBOLES SHALL NOT BE PLACED IN DITCH.
- BORE PITS SHALL BE KEPT AT LEAST 3 FT FROM BORED SECTIONS WILL EXTEND A MINIMUM 5-FT.



JEFFERSON COUNTY PERMIT PRINT



LOCATION MAP



REV: 04
 REVDATE: 06/06/2023
 ADDRESS: 9343 HILLEBRANDT ROAD BEAUMONT, TEXAS 77705
 PROJECT#: A02KURT NO SCALE

BYERS ENGINEERING COMPANY
 8511 Highway 177 West
 Beaumont, Texas 77705-3217
 DRAWN BY: LEANNA JONES
 DATE: 06/15/2023
 KEY MAP
 PRINT: 2 OF 6
 DWG NAME: 9343 HILLEBRANDT ROAD

REQUIRED NOTICES:

COMMISSIONER PERMIT # 02
 SAULY ERIKSSON
 COMMISSIONER PERMIT PHONE: (409) 727-2173

1. CONTRACTOR TO CONTACT DESIGN AND JEFFERSON COUNTY PERMIT OFFICE LISTED AT FIRST 48 HOURS PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO CONTACT LOCAL & EXISTING UTILITY OWNERS TO DETERMINE LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE UTILITY OWNERS PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL CONTACT THE COMMISSIONER PERMIT OFFICE PRIOR TO CONSTRUCTION TO MARK THE APPROXIMATE LOCATION OF BUREAU LINES WITH FLAGS OR BARS OF AFFECTED PRELIMINE UNDERGROUND UTILITIES WITHIN THE RIGHT OF WAY.
4. CONTRACTOR SHALL CONTACT THE COMMISSIONER PERMIT OFFICE PRIOR TO CONSTRUCTION TO MARK THE APPROXIMATE LOCATION OF BUREAU LINES WITH FLAGS OR BARS OF AFFECTED PRELIMINE UNDERGROUND UTILITIES WITHIN THE RIGHT OF WAY.
5. SIGNALIZED INTERSECTION COUNTY THE COMMISSIONER PERMIT AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. SIGNALING AND SIGNAL CABLE LOCATIONS MARKED.

TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.
2. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.
3. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.
4. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.
5. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.
6. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.
7. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE RIGHT OF WAY.

RESTORATION NOTES & SPECIFICATIONS:

1. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO BEGINNING OF WORK.
2. ALL SURF MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED TO ORIGINAL GRADE AND SURFACE FINISH. ALL SURF MATERIAL SHALL BE RE-APPLIED TO THE ORIGINAL GRADE AND SURFACE FINISH.
3. ALL SURF MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED TO ORIGINAL GRADE AND SURFACE FINISH. ALL SURF MATERIAL SHALL BE RE-APPLIED TO THE ORIGINAL GRADE AND SURFACE FINISH.
4. ALL SURF MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED TO ORIGINAL GRADE AND SURFACE FINISH. ALL SURF MATERIAL SHALL BE RE-APPLIED TO THE ORIGINAL GRADE AND SURFACE FINISH.
5. ALL SURF MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED TO ORIGINAL GRADE AND SURFACE FINISH. ALL SURF MATERIAL SHALL BE RE-APPLIED TO THE ORIGINAL GRADE AND SURFACE FINISH.



CROSS SECTION PARALLEL TO ROW



CROSS SECTION NOTES & SPECIFICATIONS:

1. MINIMUM DEPTH OF TRENCH SHALL BE 36\"/>

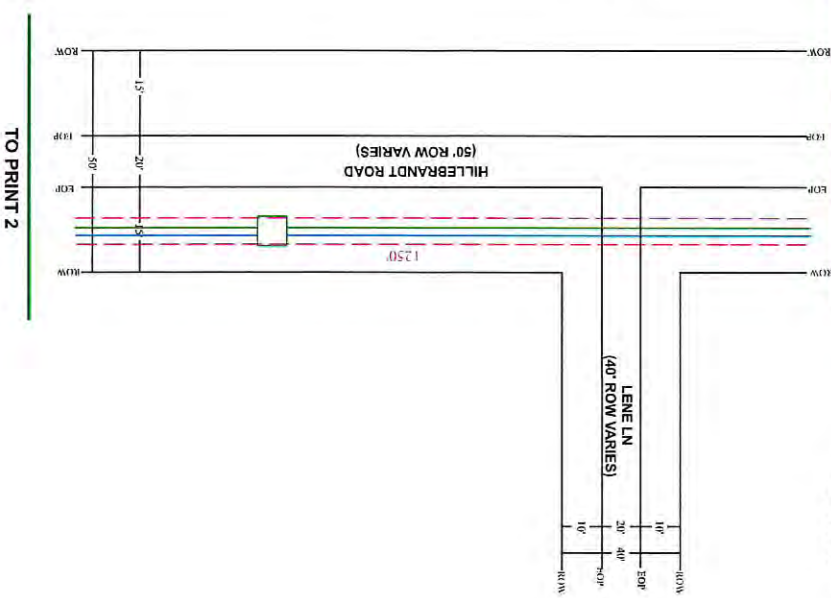


TYPICAL TRENCH DETAIL

1. ALL ROAD CROSSING MUST BE BORED.
2. ALL DIMENSIONS SHALL NOT BE PLACED IN DITCH.
3. BORE PITS SHALL BE KEPT AT LEAST 3 FT FROM THE ROAD.
4. BORED SECTIONS WILL EXTEND A MINIMUM 5'-11\"/>

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.

TO PRINT 4



LEGEND

- PROPOSED CONDUIT
- BORE PITS
- PROPOSED TELECOMMUNICATIONS CABLE
- PROPOSED HAND HOLE

REV: 04

REVDATE: 06/06/2023

ADDRESS:
 9343 HILLEBRANDT ROAD
 BEAUMONT, TEXAS 77705

PROJECT#:
 A02KURT
 NO SCALE



Byers Engineer Rhosia	Drawn By: LEANNA JONES
Date: 06/16/2023	Key Map:
Print: 3 of 6	DWG NAME: 9343 HILLEBRANDT ROAD

JEFFERSON COUNTY PERMIT PRINT

REQUIRED NOTICES:

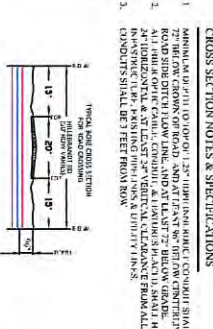
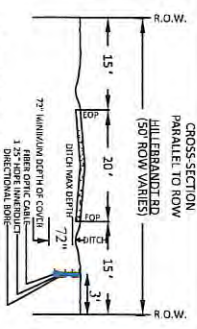
- COMMISSIONER PERMIT # 02
 COUNTY PERMIT # 1486
 COMMISSIONER PERMIT # 1486 (08/27/21)
- CONTRACTOR TO NOTIFY DEPARTMENT OF TRANSPORTATION, COUNTY PERMIT OFFICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY LOCAL, STATE & FEDERAL UTILITIES IN AREA BEFORE BORING OR CROSSING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL HAVE UTILITY NOTIFY THE AFFECTED UTILITY COMPANY AND THE COMMISSIONER PERMIT OFFICE PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL CONDUCT AT LEAST TWO SURVEY POINTS TO VERIFY THE LOCATION OF ALL LINES WITH FLAGS OR PAINT OF AFFECTED PIPELINE AND UTILITY COMPANIES IN THE AREA, OR A SIGNALIZED INTERSECTION. THE CONTRACTOR SHALL NOTIFY JEFFERSON COUNTY THE COMMISSIONER PERMIT OFFICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO BE ADVISED OF SIGNAL CLOSURE OF ANY SIGNALS.

TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

- ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
- CONTRACTOR MUST PROVIDE ADEQUATE SIGNAGE, SIGNALS, ETC. TO PROVIDE CONSIDERED SAFETY TO THE PUBLIC.
- NO MORE THAN ONE TRUCK OR OPERATED BY THE CONTRACTOR SHALL BE OPERATED IN THE LEFT OPEN OVERSIGHT.
- ALL PERSONS PARTICIPATING IN ROADWORK SHALL NOT BE IN CONTACT WITH ROADWAY DURING ANY WORK.
- CONTRACTOR SHALL ASSURE ADEQUATE SIGNALING TO TAKE PLACE DURING 5 DAYS OF THE CONSTRUCTION PERIOD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED TO THE PAVEMENT.

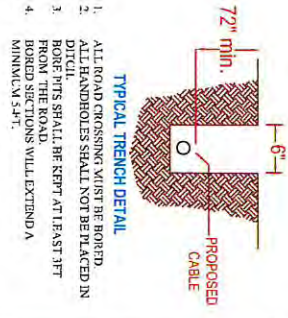
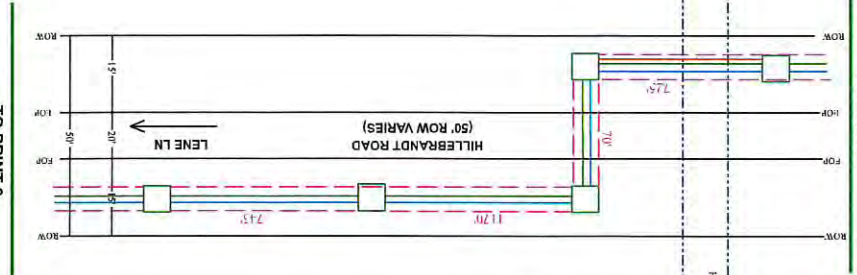
RESTORATION NOTES & SPECIFICATIONS:

- CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO CONSTRUCTION.
- ALL SURFELS MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE 12" CAVIATION FINISH SHALL BE RESTORED TO ORIGINAL CONDITION.
- ALL SURFELS MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE 12" CAVIATION FINISH SHALL BE RESTORED TO ORIGINAL CONDITION.
- THE UTILITY OWNER & THE CONTRACTOR SHALL ACKNOWLEDGE THAT WHEN ANY WORK IS LOCATED IN THE RIGHT OF WAY, THE CONTRACTOR FOR THE PROJECT SHALL RESTORE ELEVATIONS TO EXISTING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK SHALL BE REMOVED FROM THE UTILITY OWNER & THE CONTRACTOR. ALSO STATEMENT OF NO OBJECTION DOES NOT REMOVE RESPONSIBILITY TO RESTORE FROM THE CONTRACTOR OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.

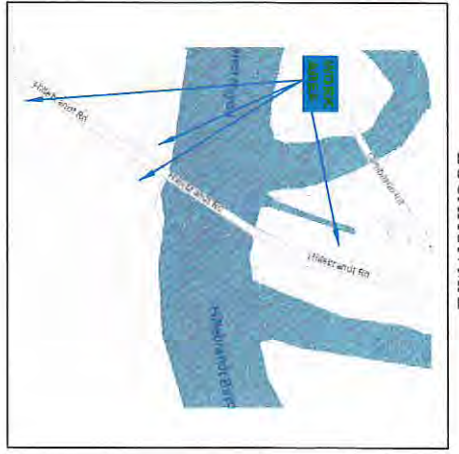
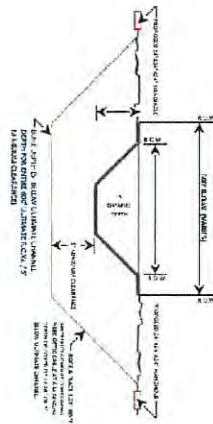


- ROAD CROSSING NOTES & SPECIFICATIONS:**
- MINIMUM TRENCH DEPTH SHALL BE 72" MINIMUM.
 - ALL ROAD CROSSINGS MUST BE BORED IN DITCHES.
 - BORE HITS SHALL BE SEPT AT LEAST 3FT.
 - MINIMUM 5-FT.

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.



HILLEBRANDT BAYOU CROSS SECTION VIEW



LEGEND

- PROPOSED CONDUIT: — 4\"/>
- BORE BATH: - - - - -
- PROPOSED TELECOMMUNICATIONS CABLE: — — — — —
- PROPOSED HAND HOLE: □

JEFFERSON COUNTY PERMIT PRINT

REV: 04 REVDATE: 06/06/2023

ADDRESS: 9343 HILLEBRANDT ROAD, BEAUMONT, TEXAS 77705

PROJECT#: A02KURT NO SCALE

Byers Engineering Company
 5015 American
 Beaumont, TX 77705
 409.663.7133

Drawn By: LEANNA JONES
 Date: 09/15/2023
 Key: MHP
 Print: 4 OF 8
 DWG NAME: 9343 HILLEBRANDT ROAD

REQUIRED NOTICES:

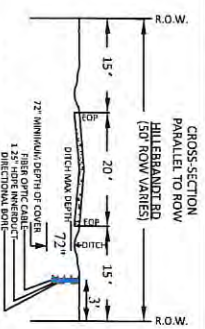
1. CONTRACTOR TO CONTACT DESIGNATED JEFFERSON COUNTY PERMIT OFFICE LISTED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL UTILITIES SHALL BE IDENTIFIED AND ALL UTILITIES SHALL BE DELETED OR PROTECTED IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL MAINTAIN UTILITY THE APPROXIMATE UTILITY LOCATION. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO MARK THE APPROXIMATE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO VERIFY THE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS. THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO VERIFY THE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS.
2. CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO VERIFY THE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS.
3. CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO VERIFY THE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS.
4. CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO VERIFY THE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS.
5. CONTRACTOR SHALL CONTACT THE UTILITY OWNERS TO VERIFY THE LOCATION OF BURIED LINES WITH PLACERS OR MARKERS.

TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

1. ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
2. CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC. TO PROVIDE COMPLETED SAFETY TO THE PUBLIC.
3. NO MORE THAN ONE TRENCH OPENED AT ONE TIME SHALL BE OPENED AND COMPLETED IN THE ROW. EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT THE END OF EACH WORK DAY. NO DIRT OR DEBRIS TO ROADWAY.
4. TRENCHES TO BE OPENED AT THE END OF EACH DAY. TRENCHES TO BE OPENED AT THE END OF EACH DAY.
5. CONTRACTOR TO LABEL PLACED EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT. RECALCULATIONS SHALL BE TAKEN TO PREVENT ANY DAMAGE TO THE PAVEMENT.

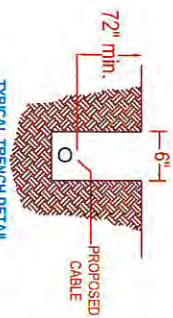
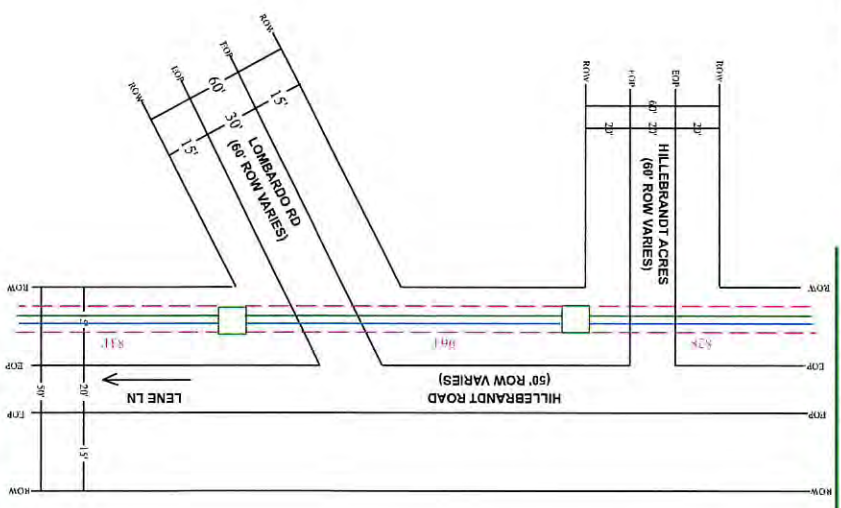
RESTORATION NOTES & SPECIFICATIONS:

1. CONDITION OF ROAD/TRENCH/COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO CONSTRUCTION.
2. RIGHT-OF-WAY WILL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETE.
3. COMPLETE U.S. MATERIAL SHALL BE APPLIED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED FILLER WITH SURROUNDING NATURAL GROUND NO MORE THAN 1" VERTICAL DIFFERENCE.
4. AREA DISTURBED BY WORK SHALL BE RE-SEEDDED AND MULCHED BY THE CONTRACTOR.
5. THE UTILITY OWNER & THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE UTILITY OWNER & THE CONTRACTOR SHALL RESTORE ELEVATIONS TO PRE-CONSTRUCTION LEVELS. ANY EXCESS EXCAVATION FROM THE WORK SHALL BE REMOVED. THE UTILITY OWNER & THE CONTRACTOR SHALL STATEMENT OF NO OBJECTION DOES NOT REMOVE RESPONSIBILITY TO OBTAIN OTHER FEDERAL, STATE OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.



- CROSS SECTION NOTES & SPECIFICATIONS:**
1. MINIMUM DEPTH IS 10' (10'-0" TO 13'-0" MINIMUM) CONDUIT SHALL BE AT LEAST 2" BELOW CROWN OF ROAD, AND AT LEAST 9" BELOW EXISTING GRADE (CL) OF ALL OTHER EXISTING CABLE, CONDUIT, & UTILITIES. PLACERS SHALL BE AT LEAST 24" HORIZONTAL & AT LEAST 2" VERTICAL CLEARANCE FROM ALL UTILITIES SHALL BE AT LEAST 3" FROM ROW.
 2. ALL TRENCHES SHALL BE 15" WIDE AT THE BOTTOM.
 3. ALL TRENCHES SHALL BE 15" WIDE AT THE BOTTOM.

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.

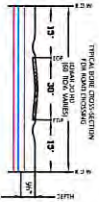


- TYPICAL TRENCH DETAIL**
1. ALL ROAD CROSSING MUST BE BORED.
 2. ALL HANDHOLES SHALL NOT BE PLACED IN BORE PITS SHALL BE KEPT AT LEAST 3 FT FROM THE ROAD.
 3. BORED SECTIONS WILL EXTEND A MINIMUM 5-FT.



BORING ROAD CROSSING NOTES & SPECIFICATIONS:

1. APPROXIMATE LOCATION OF CONDUIT AND BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD. THE BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD. THE BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD.
2. APPROXIMATE LOCATION OF CONDUIT AND BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD. THE BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD.
3. APPROXIMATE LOCATION OF CONDUIT AND BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD. THE BORE PIT SHALL BE AT LEAST 30' FROM THE CENTERLINE OF THE ROAD.



LOCATION MAP



LEGEND

- PROPOSED CONDUIT
- BORE PIT
- PROPOSED TELECOMMUNICATIONS CABLE
- PROPOSED HAND HOLE

JEFFERSON COUNTY PERMIT PRINT



REV: 04	REVDATE: 06/06/2023
ADDRESS: 9343 HILLEBRANDT ROAD BEAUMONT, TEXAS 77705	PROJECT#: A02KLR NO SCALE
Byers Engineer Rhonda	
DRAWN BY: LEANNA JONES	
DATE: 06/15/2023	
KEY MAP:	
PRINT: 5 OF 5	
DWG NAME: 9343 HILLEBRANDT ROAD	



REQUIRED NOTICES:

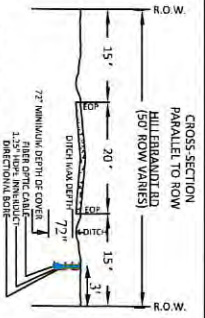
1. CONTRACTOR TO CONTACT DEGRADED JEFFERSON COUNTY PRE-PAID PHONE (1-877-435-7273) AT LEAST 30 DAYS PRIOR TO CONSTRUCTION TO ADVISE OF THE LOCATION OF ALL UTILITIES IN AREA BEFORE BORING OR CROSSING IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ADVISE THE UTILITY OWNER OF ANY DAMAGE TO UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.
2. CONTRACTOR TO CONTACT DEGRADED JEFFERSON COUNTY PRE-PAID PHONE (1-877-435-7273) AT LEAST 30 DAYS PRIOR TO CONSTRUCTION TO ADVISE OF THE LOCATION OF ALL UTILITIES IN AREA BEFORE BORING OR CROSSING IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ADVISE THE UTILITY OWNER OF ANY DAMAGE TO UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.
3. CONTRACTOR TO CONTACT DEGRADED JEFFERSON COUNTY PRE-PAID PHONE (1-877-435-7273) AT LEAST 30 DAYS PRIOR TO CONSTRUCTION TO ADVISE OF THE LOCATION OF ALL UTILITIES IN AREA BEFORE BORING OR CROSSING IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ADVISE THE UTILITY OWNER OF ANY DAMAGE TO UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.
4. CONTRACTOR TO CONTACT DEGRADED JEFFERSON COUNTY PRE-PAID PHONE (1-877-435-7273) AT LEAST 30 DAYS PRIOR TO CONSTRUCTION TO ADVISE OF THE LOCATION OF ALL UTILITIES IN AREA BEFORE BORING OR CROSSING IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ADVISE THE UTILITY OWNER OF ANY DAMAGE TO UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.
5. CONTRACTOR TO CONTACT DEGRADED JEFFERSON COUNTY PRE-PAID PHONE (1-877-435-7273) AT LEAST 30 DAYS PRIOR TO CONSTRUCTION TO ADVISE OF THE LOCATION OF ALL UTILITIES IN AREA BEFORE BORING OR CROSSING IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ADVISE THE UTILITY OWNER OF ANY DAMAGE TO UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.

TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

1. ALL CONSTRUCTION CAN BE COMPLETED IN THE TRAFFIC LANE WITHIN THE TRAFFIC FLOW OF TRAFFIC.
2. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETED ROAD TO THE TRAFFIC OPENED AT ONE TIME THAN NUMBER OF LANE OPENED AND COMPLETED IN LEFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
3. ALL EXCAVATION TO BE REMOVED FROM DAY, NO DIRT IN SANGED TO ROADWAY. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. CONSTRUCTION TO TAKE PLACE DURING 5 DAYS OF THE WEEK. (MONDAY THROUGH FRIDAY) TO PREVENT AVOIDANCE OF THE PAYMENT DAMAGE WITHIN THE PAVEMENT.

RESTORATION NOTES & SPECIFICATIONS:

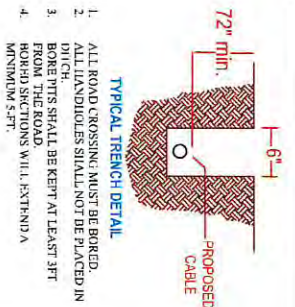
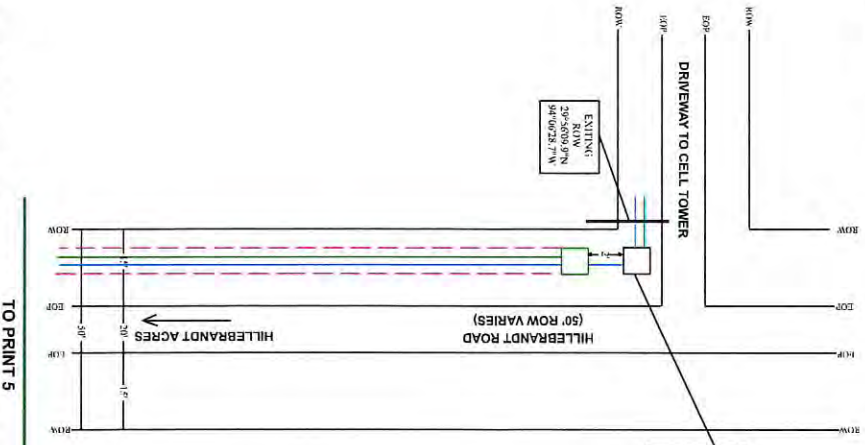
1. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO BEGINNING OF WORK.
2. RIGHT-OF-WAY WILL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETED.
3. ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE PROJECT AREA. ALL EXCAVATION SHALL BE FLUSH WITH SURROUNDING NATURAL GROUND NO BORE PITS TO BE LEFT UNPROTECTED.
4. THE UTILITY OWNER & THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE AREA DISTURBED BY WORK SHALL BE RE-SPLODED. THE UTILITY OWNER & THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE AREA DISTURBED BY WORK SHALL BE RE-SPLODED.
5. THE UTILITY OWNER & THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE AREA DISTURBED BY WORK SHALL BE RE-SPLODED.



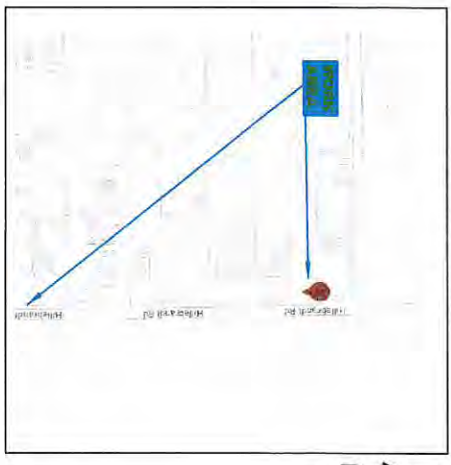
- CROSS SECTION NOTES & SPECIFICATIONS**
1. MINIMUM DEPTH TO TOP OF 1.5" DEPTH IN SLOTTED CONDUIT SHALL BE AT LEAST 72" FROM TOP OF ROAD SURFACE.
 2. 72" MINIMUM DEPTH TO TOP OF CONDUIT SHALL BE AT LEAST 96" FROM TOP OF ROAD SURFACE.
 3. 72" MINIMUM DEPTH TO TOP OF CONDUIT SHALL BE AT LEAST 120" FROM TOP OF ROAD SURFACE.
 4. 72" MINIMUM DEPTH TO TOP OF CONDUIT SHALL BE AT LEAST 144" FROM TOP OF ROAD SURFACE.

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.

JEFFERSON COUNTY PERMIT PRINT



1. ALL ROAD CROSSING MUST BE BORED.
2. ALL UTILITIES SHALL NOT BE PLACED IN DITCH.
3. BORE PITS SHALL BE KEPT AT LEAST 3 FT FROM THE ROAD.
4. BORED SECTIONS WILL EXTEND A MINIMUM 5 FT.



LEGEND

- PROPOSED CONDUIT
- EXISTING HANDBOLE
- BORE PATH
- PROPOSED TELECOMMUNICATIONS CABLE
- EXISTING CONDUIT
- PROPOSED 34X36X24 HANDBOLE

REV: 04 **REVDATE: 06/06/2023**

ADDRESS:
9343 HILLEBRANDT ROAD
BEAUMONT, TEXAS 77705

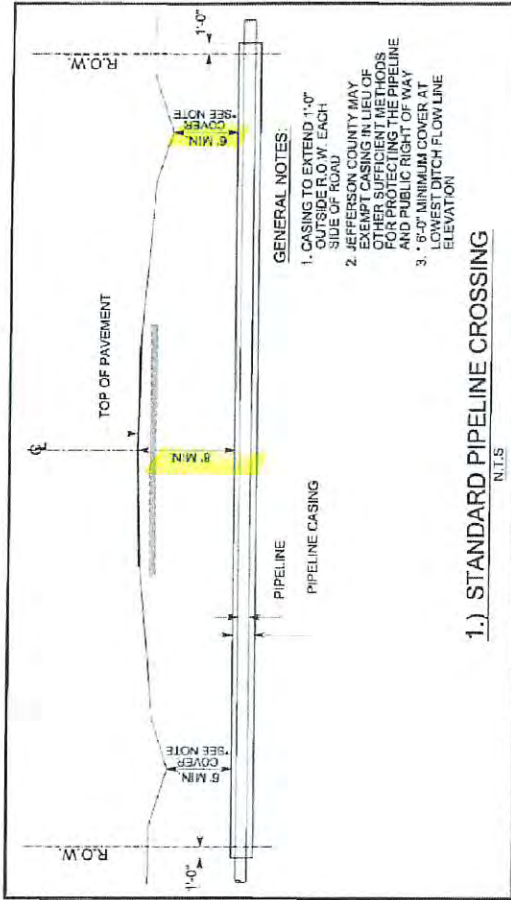
PROJECT#
A02KLT
NO SCALE

Byers Engineering Company
3441 West Loop South
Houston, TX 77019
713-866-1887 / 713-866-1888

DRWN BY: LEANNA JONES
DATE: 06/14/2023

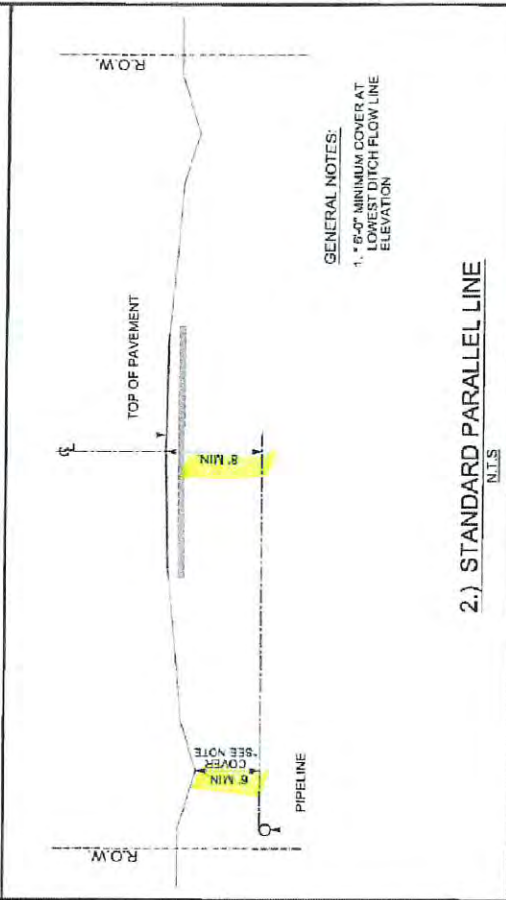
KEY MAP: 6 OF 6

DWG NAME: 9343 HILLEBRANDT ROAD



- GENERAL NOTES:**
1. CASING TO EXTEND 1'-0" OUTSIDE FLOW LINE EACH SIDE OF ROAD
 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
 3. 6" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING
N.T.S.



- GENERAL NOTES:**
1. 6" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE
N.T.S.



**JEFFERSON COUNTY
ENGINEERING DEPARTMENT**

PIPELINE DETAILS (STD)

DRAWN:	J.D.	S.S.	SHEET
CHECKED:			1 OF 1
			REVISED: 01/15/2020

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and
 2. It serves a public purpose; and
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.